***NOTICE:* THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE GOVERNOR'S NEW EXECUTIVE ORDER N-29-20, ISSUED ON MARCH 17, 2020, REGARDING THE OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT IN AN EFFORT TO HELP AVOID THE SPREAD OF COVID-19, TO MAXIMIZE TRANSPARENCY, AND PROVIDE PUBLIC ACCESS TO CITY COUNCIL MEETINGS.**

THE CITY OF RIVERBANK REGULAR CITY COUNCIL AND LOCAL REDEVELOPMENT AUTHORITY BOARD MEETINGS

TUESDAY, JUNE 9, 2020 – 6:00 P.M.

VIA TELECONFERENCE OR VIRTUAL PLATFORM ONLY – NO PUBLIC LOCATION OF THIS MEETING

A G E N D A

(THE AGENDA PACKET IS AT HTTP://WWW.RIVERBANK.ORG/AGENDACENTER)

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 Luis Uribe (CM-D1)
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell
Council/Authority Member District 4 Darlene Barber-Martinez

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.

1. PRESENTATIONS

Item 1.1: Security Camera Update by Chief Ridenour.

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 3 minutes or as stated by the presiding Officer.** Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to Page 6 for the Public Comment Procedures page.

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 May 12, 2020 City Council and Local Redevelopment Authority Board Minutes.

Item 3.C: A **Resolution** Calling and Giving Notice for the Holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the By-District Elections of Councilmember District 2, Councilmember District 4, and Election of a Mayor At-Large as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; to Request the Stanislaus County Board of Supervisors to Permit the County Elections Official to Render Election Services to the City; and, to Request the Consolidation of Said Election with the Statewide General Election Held on the Same Date

Item 3.E: Three (3) **Resolutions** for Each of the Following Landscape and Lighting Districts to: 1.) Initiate Proceedings for the Annual Levy of Assessments; 2.) Declare Its Intention to Levy Annual Assessments; and 3.) For Preliminary Approval of the Annual Levy Report for Fiscal Year 2020/2021:

- **3.E-1:** Consolidated Landscaping and Lighting District
- **3.E-2:** Crossroads Landscaping and Lighting District
- **3.E-3:** Ridgewood Place Landscaping and Lighting District
- **3.E-4:** River Cove Landscaping and Lighting District
- **3.E-5:** Sierra Vista Estates Landscaping and Lighting District

Item 3.F: A **Resolution** for Each of the Following Storm Drain Maintenance Districts Ordering the Levy and Collection of Assessments for Fiscal Year 2020/2021:

- **3.F-1:** Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands)
- **3.F-2:** Riverbank Storm Drain Maintenance District No. 05-01 (Sterling Ridge)

Recommendation: Approval of the Consent Calendar items by roll call vote.

4. WORKSHOPS

Information and educational presentation of a subject matter to receive direction and to prepare for its future consideration and decisions by the City Council.

Item 4.1: **Fiscal Year 2020-21 Major Fund Budget Workshop** – It is recommended that the City Council receive the information and provide feedback in anticipation of adoption of the Preliminary Budget on June 23, 2020. A Final Budget will be presented to Council in September 2020.

Item 4.2: **Workshop: Law Enforcement Services Agreement** – It is recommended that the City Council receive the information provided in the workshop and ask questions or raise concerns as necessary.

5. PUBLIC HEARINGS

Item 5.1: **The First Reading and Introduction of a Proposed Ordinance Approving a Development Agreement By and Between the City Of Riverbank and Canna Mart, LLC, a California Limited Liability Corporation Doing Business as Canna Mart** – It is recommended that the City Council conduct the public hearing and consider its approval, which initiates the second reading of the ordinance at the July 28, 2020, regular City Council meeting or soon thereafter to consider its adoption.

6. NEW BUSINESS

Item 6.1: **Illegal Firework Enforcement Update** – It is recommended that the City Council receive an update, discuss the matter, and provide any direction to staff as deemed necessary.

Item 6.2: **General Local Public Health COVID-19 Update** – It is recommended that the City Council receive an update, discuss the matter, and provide any direction to staff as deemed necessary.

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 3 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 3012 High Street; APN 132-003-022
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Virginia Jones
Under Negotiation: Price, terms of payment, or both

Item 8.2: **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.
Under Negotiation: Price, terms of payment, or both

Item 8.3: **LIABILITY CLAIMS**
Pursuant to Government Code § 54956.95
Claimant: Alcira Padilla-Vega
Claimant: Ismael Martinez, Jr
Claimant: Sylus Mason Martinez
Agency claimed against: City of Riverbank

ADJOURNMENT – THE PUBLIC PORTION OF THE MEETING (The next regular meeting is on Tuesday, June 23rd @ 6:00 p.m.)

9. REPORT FROM CLOSED SESSION

The Mayor's report on the Closed Session Items will be made to the City Clerk, and the report will be reflected in the Minutes of this meeting. Anyone interested in obtaining the report from Closed Session may contact the City Clerk at cityclerk@riverbank.org or call (209) 863-7198.

Item 9.1: Report from Closed Session on Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – with Virginia Jones

Item 9.2: Report from Closed Session on Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – with Aemetis, Inc.

Item 9.3: Report from Closed Session Item 8.3: **LIABILITY CLAIMS**
Claimant: Alcira Padilla-Vega; Claimant: Ismael Martinez, Jr; and Claimant: Sylus Mason Martinez

ADJOURNMENT OF CLOSED SESSION

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 4th day of June, 2020
/s/ *Annabelle H. Aguilar, CMC, City of Riverbank*

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at aaguilar@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

PUBLIC PARTICIPATION PROCEDURES
FOR THE CITY COUNCIL/LRA MEETINGS HELD IN A TELECONFERENCE OR VIRUAL PLATFORM IN CONFORMANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20

CHANGES TO THIS NOTICE OF PROCEDURES

In accordance with the Governor's Executive Order, should the meeting procedures change, the City may use the most rapid means of communication available at the time including, but not limited to, posting the notice of changes on the City's website.

PUBLIC "LIVE" VIEWING

- Charter Government Channel – 2
- AT&T U-VERSE Government Channel – 99
- YouTube Live Stream https://www.youtube.com/watch?v=7UN98ekdzdk
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS

- ***Via U.S. Postal Service:*** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Must be received **by 4:00 p.m.** prior to the meeting.)

Via Email to cityclerk@riverbank.org:

- Emails *before* the meeting: (Will be distributed to the City Council)
  - o **Submit No later than 4:00 p.m.** on the day of the meeting; and
  - o Indicate Agenda Item # in the ***subject line***.
- Emails *during* the meeting:
  - o Indicate Agenda Item # in the subject line.

Join via ZOOM Platform:

- Visit https://zoom.us/j/94943925973?status=success for a free account or to download the app.
- Join by this link: https://us02web.zoom.us/j/82837929602
- Join by accessing website: https://zoom.us/join
  - o Webinar ID: 828 3792 9602
- Join by telephone: 1 669 900 9128 Webinar ID: 828 3792 9602

- *HOW DO I COMMENT?* The Mayor will announce when public comment may be made for the agenda item, at which time you will:
  - o Using a computer – click on the "raise hand" feature in the webinar controls. This will let us know you wish to speak.
    - ▪ Once you confirm that you want to be unmuted, your 3 minutes will begin for you to make your comments.
  - o Using a Phone – Dial *9, which will notify us that have a "raised hand"
    - ▪ Once you are told "you may make your comments" you will have 3 minutes to make your comments.

1. *Learn about using ZOOM* - **Visit https://support.zoom.us/hc/en-us/categories/201146643**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	June 9, 2020
Subject:	Security Camera Update by Chief Ridenour
From:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council receive an update and ask any relevant questions relating to the security camera system.

SUMMARY

In March of 2019 the City Council authorized and funded an expansive License Plate Reader and Security Camera program within the City of Riverbank. The project included the lease and associated services contract for the technology to be placed (at the Chief's direction) at most major entry and exit points within town as well as other key strategic intersections which could be of use to law enforcement. The project development, and installation took place over the following months which ended up being a large scale effort due to a number of different factors that go into placing each camera. Some of those factors included, line of sight, adequate power supply, ownership of the mounting poles, appropriate technology upgrades for receipt of the video data and training for the RPS staff in use of the system.

Working diligently together RPS, QPCS (Camera vendor) and Riverbank Staff eventually the system was fully installed and active. The initial months after installation required various levels of trouble shooting and minor changes to placement in order to address any operational issues. Since that time the system as has been live and has been used by RPS for a variety of different law enforcement related matters. The City Council requested an update from the Chief on how the Camera system has performed and what value it has brought to his department.

At the time of the meeting the Chief will share RPS's experience in using the technology and the overall benefit it has brought to the community thus far.

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	June 9, 2020
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 / LOCAL REDEVELOPMENT AUTHORITY AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	June 9, 3030
Subject:	Approval of the May 12, 2020, 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 May 12, 2020, 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. May 12, 2020, City Council and LRA Minutes

(BY TELECONFERENCE ONLY)
City of Riverbank
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY BOARD
(The City Council also serves as the LRA Board)
(**Location closed to the public**)
City Hall North • Council Chambers
6707 Third Street • Suite B• Riverbank • CA • 95367

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

MINUTES OF
TUESDAY, MAY 12, 2020

***Notice:* This meeting was held in accordance with the Governor's Executive Order N-25-20, issued on March 12, 2020, in regards to the open meeting requirements of the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans With Disabilities Act.**

CALL TO ORDER

The City Council and Local Redevelopment Authority Board of the City of Riverbank met at 6:09 p.m. on this date at by teleconference only, with Vice Mayor/Chair Luis Uribe presiding.

FLAG SALUTE Vice Mayor/Chair Luis Uribe

INVOCATION There was no invocation.

ROLL CALL
Present by Teleconference:
Mayor/Chair Richard D. O'Brien (present via video; no audio)
Vice Mayor/Chair (CM-D4) Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell
Council/Authority Member District 4 Darlene Barber-Martinez

Staff Present: City Attorney Tom Hallinan, City Manager Sean Scully, Assistant City Manager Marisela Garcia, Police Chief Ed Ridenour, and City Clerk Annabelle Aguilar

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – ***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

There were no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

Vice Mayor/Chair Uribe announced that public comments sent to cityclerk@riverbank.org or calls made to (209) 863-7172 would be accepted for the next 3 minutes.

Public comments may be made on any matter not appearing on the agenda and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a maximum of 3 minutes and each person may speak once during this time. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Mayor/Chair Obrien joined the meeting via video and audio.
There were no comments received.

Mayor/Chair O'Brien presided over the meeting.

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.

Mayor/Chair O'Brien announced that public comments on the consent calendar could be sent during the next 2 minutes via email to cityclerk@riverbank.org or by calling (209) 863-7172.

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

Item 3.B: Approval of the April 14, 2020 City Council and Local Redevelopment Authority Board Minutes.

Item 3.C: Consider Adoption of a **Resolution [No. 2020-020]** Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank for Fiscal Years 2020-2025 and Approve the City Manager to Execute Said Agreement.

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

There were no comments received.

ACTION: ***By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to approve Consent Calendar Items 3.A, 3.B, and 3.C as presented; Motion carried by unanimous City Council and LRA Board roll call vote.***
AYES: Barber-Martinez, Campbell, Fosi, Uribe, and Mayor/Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS

There were no public hearings.

5. PUBLIC HEARING

There were no public hearings.

6. NEW BUSINESS

Mayor O'Brien announced that for the next 3 minutes public comments could be sent via email to cityclerk@riverbank.org or by calling (209) 863-7172, and proceeded to introduce Item 6.1.

Item 6.1: **General Local Public Health COVID-19 Update** – It is recommended that the City Council receive an update, discuss the matter, and provide any direction to staff as deemed necessary.

City Manager Sean Scully presented the State COVID-19 data showing nearly 70,000 cases in California with 507 positive cases in Stanislaus County, with 21 deaths; and hospitalization data, and testing data were reviewed. On May 5th the County Public Health Official issued an amended Public Health Order relaxing some of the restrictions on specific types of businesses generally consistent with Governor Newsom's Phase 2 re-opening guidelines; May 7th Governor Newsom released specific criteria that Counties must comply with in order to proceed beyond Phase 2. On May 12th the Stanislaus County Board of Supervisors rescinded their Public Health Order issued on May 5th and have reverted all guidelines to the State guidelines (phase 2), and no County resources were to be used for enforcement of the State Order (with the exception of mass gatherings). In regards to the City of Riverbank, each Department has created a re-opening plan; ongoing precautionary measures are being put into place at public counters in anticipation of re-opening; plans have been created by the Recreation Department to move forward with various recreation facilities and programs when authorized; and Staff recommended that enforcement of the State Order remain in place with Code Enforcement taking the lead on complaints related to non-compliant businesses and using the newly approved administrative citation process if necessary.

Assistant City Manager Marisela Garcia reported on the plans for City Hall South to re-open by implementing social distancing measures, by continuing to limit the number of employees in the office at once, by continuing the ability to work remotely, by having the safety counter glass shield installed, by modifying customer service hours for morning and afternoon service with limited staff, by managing the number of customers entering the buildings due to having small department lobbies; if the Parks and Recreation item (next agenda item) is approved that Department's staff will be returned immediately, and also return City Hall North staff at the end of the month, and if all of the safety guards are installed the City would look at re-opening to the public in June. Once full clearance is received from the County, the City would resume normal hours and normal schedules for everyone. The goal is to at least open the Public Works Department and City Hall North staff (Parks and Recreation and Administration) beginning June 1st.

City Council discussed the latest update information and provided their recommendations for re-opening of City Hall South such as social distancing, possible use of Code Enforcement Office to manage customers waiting to enter the building, look at using office space at the

Riverbank Industrial Complex, directional walking signage on ground/floor to follow, possibly adding a healthcare staff member or in lieu of this have employees complete a form inquiring of symptoms and check their temperature with use of a distance thermometer, look into options of checking temperatures, possibly obtaining and using testing kits, wearing a face covering, and due to the hot months approaching a shade covering will be needed for customers waiting to enter the building.

Recommended control measures for City businesses possibly adding a Code Enforcement Officer designated to checking businesses for compliance with COVID-19 guidelines and assist with regular enforcement needs; be creative and allow businesses to maximize their outdoor space; if stage 3 guidelines are reached and you can work from home, then work from home; and use the Stanislaus County "Good 2 Go" guidelines. Discussion of testing and testing stations, and the availability of personal protective equipment for nursing homes and for others ensued.

Public Comments were received by City Manager Scully from Evelyn Halbert who commented on having a testing station in Riverbank due to the lack of transportation.

Staff will return with the COVID-19 update at the next City Council meeting.

Mayor O'Brien announced that for the next 5 minutes or more until the report is completed public comments could be sent via email to cityclerk@riverbank.org or by calling (209) 863-7172, and proceeded to introduce Item 6.2.

Item 6.2: **COVID-19 Parks, Recreation, and Events** – It is recommended that the City Council give direction to the City Parks and Recreation Director concerning the re-opening of park amenities and upcoming programs and events.

City Manager Sean Scully introduced the Item and reported that protection from the liability of COVID-19 and the use of City Parks, Programs, and Facilities was being looked into with the City's insurance carrier.

Parks and Recreation Director Sue Fitzpatrick presented the report.
City Council and Staff discussed the opening of playgrounds, all courts (tennis, pickleball, and basketball), park restrooms, and the Riverbank Skate Park.

Direction given was to open the parks and facilities presented (except playgrounds) with appropriate signage in English and Spanish to inform the public that use is at their own risk; move forward with the reopening of the parks and facilities on May 14th); the City Manager and City Attorney will double check if the opening of playgrounds is permitted; get the response from Risk Management (insurance carrier) on the liability to the City; attempt to procure hand washing stations; and make sure the City is in compliance with the Stanislaus County "Good to Go" guidelines. In regards to signage, make it specific, and prescriptive to include social distancing, large gathering of no more than 10, and state that wearing a mask is highly recommended.

City Council and Staff discussed the opening of Jacob Myers park, including the dog park and trail.

Direction given was to open on May 16th; limit the number of vehicles to 60 parked in the front lot and 30 parked in the back lot; walk-ins attempting to enter when capacity is reached will be informed of the required protocols of COVID-19; let people know in advance that once capacity is reached no more people can enter the park; and the City Manager and the Parks and Recreation Director will have the authority to close the park if the situations become out of control and COVID-19 violations are overwhelming occurring; and entering the river through the River Cove neighborhood will also need to be addressed.

City Council and Staff discussed the opening of Riverbank aquatics program and day camps. Direction given was to social distance and limit the number of swimmers to 12 and 2 staff members; and work with the City Attorney to clarify the opening of pools. In regards to Day Camps this would have the same protocols as aquatic programs.

City Council and Staff discussed the opening of the Riverbank Sports Complex for Youth Soccer and Castleberg Park baseball fields.
Direction given was to delay use of the fields for these sport programs until July 1st.

City Council and Staff discussed the Movies in the Park, Movies at the Pool, Summer Concerts, and the Cheese and Wine Festival events.
Direction given was to not move forward with the Cheese and Wine event and the Movies at the Pool; and Summer Concerts and Movies at the Park should be designed to where the number of attendees with a blanket area, and the square footage of the park, allow for social distancing.

All efforts in opening will follow the latest CDC protocols.

Mayor O'Brien announced that pubic comments could be emailed to cityclerk@riverbank.org for Closed Session Items. 8.1, 8.2, 8.3 and 8.4.

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 respectfully requested that members of the public communicate with staff in a respectful and civil manner during these difficult times; he reported on the use of 211 for COVID-19 related assistance; and announced that the budget is being prepared and proposed to provide a preliminary budget in June to allow for the City to see how revenues will look, and then return with any amendment as needed.***

<u>Item 7.2:</u> Council/Authority Member

- ***Council/Authority Member Campbell thanked the community for their effort in following the [COVID-19] guidelines.***
- ***Council/Authority Member Barber Martinez reported that she continues to attend various state and federal webinars to keep abreast of the [COVID-19] situation and guidelines.***
- ***Vice Mayor/Chair Uribe encouraged people to get tested [for COVID-19], and to wear a face covering when going out for essentials, since 60% of the people show no symptoms of the virus, and this will also help stop the spread [of the virus].***

<u>Item 7.3:</u> Mayor/Chair

Mayor/Chair O'Brien spoke in regards to: 1) moving forward and obtaining FEMA funding; 2) renegotiating the Tax Sharing Agreement with Stanislaus County; and 3) Council needs to make a statement individually and collectively in support of funding for cities with a population under 50,000, that were excluded [from the recent Federal funding provided to cities].

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.

There were no comments received for the following Closed Session Items. Mayor/Chair O'Brien proceeded to introduce the Items.

<u>Item 8.1:</u> **Threat to Public Services or Facilities**
Pursuant to Government Code § 54957
Consultation with: City of Riverbank Director of Emergency Services

<u>Item 8.2:</u> **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.
Under Negotiation: Price, terms of payment, or both

<u>Item 8.3:</u> **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to subdivision (b) of Government Code § 54956.9
Number of cases: (2) potential cases

<u>Item 8.4:</u> **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code § 54956.9(a)
Name of Case: Stanislaus Consolidated Fire Protection District v. City of Riverbank and DOES 1-20
Stanislaus County Superior Court Case No. CV-19-004402

<u>ADJOURNMENT – THE PUBLIC PORTION OF THE MEETING</u> (The next regular City Council meeting – Tuesday, May 12th @ 6:pm)

There being no further open public business, Mayor/Chair O'Brien adjourned the public portion of the meetings at 8:36 p.m.; the City Council and LRA Board went into Closed Session.

<u>9. REPORT FROM CLOSED SESSION</u>

Closed Session discussion ended at 9:32 p.m.

<u>Item 9.1:</u> Report from Closed Session on Item 8.3 – **Threat to Public Services or Facilities**

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

<u>Item 9.2:</u> Report from Closed Session on Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – Aemetis, Inc.

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

<u>Item 9.3:</u> Report from Closed Session Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** (2) potential cases

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

<u>Item 9.4:</u> Report from Closed Session on Item 8.4: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Stanislaus Consolidated Fire Protection District v. City of Riverbank and DOES 1-20

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

<u>ADJOURNMENT</u>

There being no further business, Mayor/Chair O'Brien adjourned the Closed Session at 9:32 p.m.

ATTEST: (*Adopted 06/09/2020*) **APPROVED:**

______________________________ ______________________________

Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk / LRA Recorder	**Mayor / Chair**

REVISED REPORT

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	June 9, 2020
Subject:	A **Resolution** Calling and Giving Notice for the Holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the By-District Elections of Councilmember District 2, Councilmember District 4. and Election of a Mayor At-Large as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; to Request the Stanislaus County Board of Supervisors to Permit the County Elections Official to Render Election Services to the City of Riverbank; and, to Request the Consolidation of Said Election with the Statewide General Election Held on the Same Date
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk/Elections Official

RECOMMENDATION

It is recommended that City Council adopt the resolution to call, give notice, conduct, and consolidate the City's 2020 General Municipal Election with the Statewide General Election.

INTRODUCTION

Vote-by-Mail November 3, 2020, Statewide General Election

The City of Riverbank consolidates its General Municipal Election with Stanislaus County's conduct of the Statewide General Election and therefore it is important that the City Council and the public be aware of changes that will be implemented for the November Elections by the collaborative direction of Governor Newsom, Secretary of State Padilla, and the State Legislators during the COVID-19 pandemic.

Due to the unknown public health threat of COVID-19, as well as to ensure the November Election is accessible, secure, and safe for all Californians, the Governor issued Executive Order N-64-20 (May 8^{th}) to:

- Call for an all vote-by-mail (formerly known as absentee ballot) Statewide General Election; and
- Direct to have each County Elections Official transmit vote-by-mail ballots to all eligible registered voters in California.

REVISED REPORT

To expand voting opportunities, Governor Newsom issued Executive Order N-67-20 (June 3rd) directing to have (a few key points):

- Each County open a minimum of one in-person voting location for every 10,000 registered voters, to begin Saturday, October 31st (early voting) before Election Day; and
- Each County have a minimum of one vote-by-mail ballot drop-off location for every 15,000 registered voters (but no less than two regardless of the number of registered voters) to be available starting Tuesday, October 6th; and
- At least one vote-by-mail drop-off location is fully accessible to the public for at least 12 hours each day during convenient hours; and
- Non-Voter's Choice Act counties such as Stanislaus County will have consolidated precincts for in-person voting locations, with each voter having an assigned voting location.

After this report was written and posted on May 4, 2020, Secretary Padilla issued a Memorandum on May 5, 2020, to the County Elections Officials/Registrar of Voters to provide clarification with respect to in-person voting locations and drop-off locations for non-Voter's Choice Act counties, which is what the County of Stanislaus falls under. The clarification basically states that as long as the County complies with all existing statutory requirements applicable to in-person voting locations and hours as were available in the March 3, 2020 Presidential Primary Election, they are not required to provide in-person voting locations/hours or drop-off locations as stated above from the June 3rd Executive Order.

SUMMARY

General Municipal Election on November 3, 2020

The City Council passed an Ordinance in 2015 establishing a "by-district" electoral system, approved Map G illustrating the established four (4) district boundaries, and re-establish the continued election of the Mayor at-large. This year's General Municipal Elections will be for the election to fill the seats of Councilmember District 2, Councilmember District 4, and the citywide election of the Mayor; each to serve a four-year term. In accordance with the California Elections Code, the City Council must adopt a resolution to call and give notice for the holding of the November 3, 2020, General Municipal Election, to request the rendering of election services from the County Elections Official, to consolidate the election with the Statewide General Election, and to have the City's Elections official conduct all other related procedures in accordance with the law.

Technical adjustment of Boundaries

In 2019, the City annexed approximately 406 acres of land known as Crossroads West Specific Plan territory. As a result, the City Clerk was charged with making a technical adjustment of district boundaries 3 and 4, to designate the annexed territory to the respective election districts in accordance with the State's Elections Code. By City Council Resolution No. 2020-011, the City Clerk amended Map G and filed a certified copy with the County Registrar of Voters/Elections Division, which will now allow any eligible registered voters residing in the Crossroads West annexed territory that is designated as part of District 4 to vote or run for that Office in the November 3rd Municipal Elections.

Nomination Period for Candidacy

The nomination period during which candidates may obtain and file nomination papers to run for office opens at 7:30 a.m. on Monday, July 13, 2020, and closes at 5:00 p.m. on Friday, August 7, 2020 (This is a scheduled closed Friday; only the Elections Office will be open). If by the end of said Friday, an incumbent *does not* file nomination papers by 5:00 p.m. for his/her respective Office seat an automatic extension of the nomination period will occur extending the deadline for that seat for an additional five days, ending at 5:30 p.m., Wednesday, August 12, 2020. Incumbents are not eligible to file nomination papers during the extension period.

COVID-19 Safety Measures

To maintain the health and safety of potential candidates and City staff during the pandemic, the City's Elections Official will implement safety measures as recommended by Public Health Officials, as well as new guidelines provided by the California Secretary of State, Elections Division on how to issue and receive candidate documents during the pandemic.

As the Election date nears and processes evolve, updated information may be obtained on the City's Election website page at www.riverbank.org or by contacting the City Clerk/Elections Office.

FINANCIAL IMPACT

The estimated cost provided by the Stanislaus County Registrar of Voters/Elections Division to render election services from the County and consolidate the City's General Municipal Election with the Statewide General Election is estimated at $35,500.00, which will be budgeted.

ATTACHMENTS

1) Resolution with copy of certified amended Map G

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, CALLING AND GIVING NOTICE FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3. 2020, FOR THE BY-DISTRICT ELECTIONS OF COUNCILMEMBER DISTRICT 2, COUNCILMEMBER DISTRICT 4, AND ELECTION OF A MAYOR AT-LARGE AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; TO REQUEST THE STANISLAUS COUNTY BOARD OF SUPERVISORS TO PERMIT THE COUNTY ELECTIONS OFFICIAL TO RENDER ELECTION SERVICES TO THE CITY OF RIVERBANK; AND TO REQUEST THE CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION HELD ON THE SAME DATE

WHEREAS, on December 8, 2015, the City Council adopted Ordinance No. 2015-019 changing the City of Riverbank's electoral system from "at-large" to "by-district" to fill its four (4) Councilmember Office seats, to approve Map G that established the four (4) district boundaries, and to re-establish the election of the Mayor at-large; and

WHEREAS, the adopted Ordinance authorized the City Clerk to make technical adjustments to the district boundaries when needed, and therefore by City Council Resolution 2020-011, Map G was amended (attached hereto as **Exhibit A**) to certify the incorporation of the Crossroads West Specific Plan annexed territory to the nearest existing council district without changing the boundaries of the other council districts in accordance with California Elections Code; and

WHEREAS, any eligible registered voter residing within the annexed territory now designated to be within the District 4 boundary, as indicated in the amended certified Map G, shall now be included to participate in the City's General Municipal Elections on November 3, 2020; and

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020, in the City of Riverbank for the purpose of electing Councilmember District 2, Councilmember District 4, and the Mayor at-large; each to serve a four-year term; and

WHEREAS, in the course of the conduct of an election it is necessary that the City request election services to be rendered by the County's Elections Division, as they are the entity equipped to conduct, canvas, and declare the results of an election in the manner provided by law; and

WHEREAS, pursuant to the Election Code of the State of California, Section 10002, the City of Riverbank shall submit a resolution to the County Board of Supervisors requesting to permit the County Elections Official to render election services to the City of Riverbank for the conduct of an election; and

WHEREAS, the City Council of the City of Riverbank desires to call the November 3, 2020, General Municipal Election and, pursuant to Section 10403 of the California Elections Code, shall file a resolution with the County Board of Supervisors and a copy with the County Elections Official requesting that its general municipal elections be consolidated with the statewide general election to be held on the same date, and furthermore, to have the County Elections Official perform specified election services for the City of Riverbank.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, DOES HEREBY DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities, there is called and ordered to be held in the City of Riverbank, California, on Tuesday, November 3, 2020, a General Municipal Elections for the purpose of submitting to the qualified voters a ballot for the by-district election of two (2) Councilmembers for residencies District 2 and District 4, and for election of a Mayor at-large; each to serve a full four-year term.

Section 2. That pursuant to the Elections Code of the State of California, Section 10400, et seq. the Board of Supervisors of the County is hereby requested to consent and agree to the consolidation of the City of Riverbank's General Municipal Elections with the Statewide General Elections to be held on Tuesday, November 3, 2020.

Section 3. That pursuant to the requirements of the Elections Code of the State of California, Section 10002, the City Council, as the governing body of the City of Riverbank, is requesting by resolution, that the Board of Supervisors of Stanislaus County permit the County Elections Official to render specified services to the City relating to the conduct of the said election.

Section 4. That the specified election services requested by the City Council are all applicable procedural requirements, and any other processes incidental to and connected with the conduct of the election, performed by the County Elections Official in accordance with the provisions of law regulating a regularly scheduled election in order to properly and lawfully conduct, canvass, and certify the results of the election.

Section 5. That pursuant to the Elections Code of the State of California, Section 10418, the Board of Supervisors of Stanislaus County is hereby requested to issue instructions to the County Elections Official to take any and all steps necessary for the holding of a consolidated November 3, 2020, general election.

Section 6. That pursuant to the Elections Code of the State of California, Section 10002, the City Council recognizes that consolidation of Riverbank's General Municipal Elections with the Statewide General Elections, conducted by the County, provides the City an opportunity to share its costs of conducting its elections with other jurisdictions and therefore shall reimburse the County, upon completion of the work performed and upon presentation of an invoice to the City, for the City's share of costs incurred.

Section 7. That the polls for the election shall open at seven o'clock a.m (7:00 a.m.). of the day of the election and shall remain open continuously from that time until eight o'clock p.m. (8:00 p.m.), except as provided in Section14401 of the Elections Code of the State of California.

Section 8. CANDIDATE'S STATEMENT (Election Code Section13307)

A. Pursuant to the State of California Elections Code, candidates shall be required to pay a deposit of $700.00 at the time of filing the nomination papers, for the pro rata cost of printing, handling, translating, mailing, and including the candidate statement in the voter pamphlet.

B. Depending on the actual cost, the City Clerk is directed to bill candidates for any additional expenses incurred in excess of the $700.00 deposit or refund any overage paid to the City.

C. The candidate statement will be limited to no more than 200 words.

Section 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

Section 10. That in the event of a tie vote, if any two or more persons receive an equal and the highest number of votes for an office, as certified by the Election Official, County of Stanislaus Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear, and will determine the tie by lot.

Section 11. That in light of the existing COVID-19 pandemic, and the Governor's Executive Order N-64-20 and any subsequent Order, including the Secretary of State guiidelines issued in regards to Election processes and procedures, the City Clerk shall take necessary health and safety precautions issued by Public Health Officials to minimize the risk of the coronavirus.

Section 12. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for the holding of municipal elections.

Section 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 14. That the City Clerk is hereby directed to file a certified copy of this resolution with the Stanislaus County Board of Supervisors and with the County Elections Official.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by Councilmember ______, seconded by Councilmember ______, and upon roll call was carried by the following City Council vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTESTED:

____

Annabelle H. Aguilar, CMC
City Clerk / Elections Official

APPROVED:

____

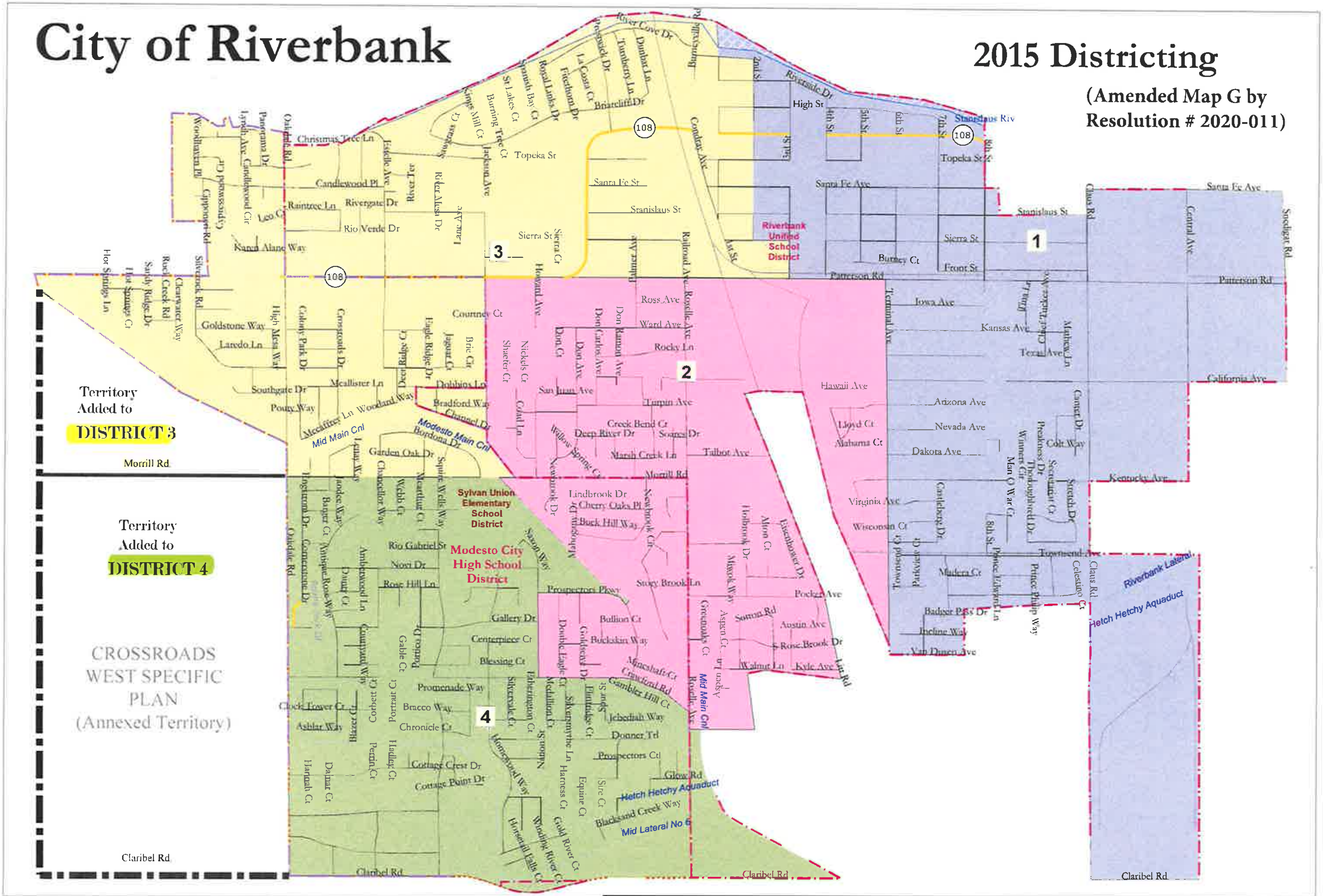
Richard D. O'Brien
Mayor

Attachment: Exhibit A - Certified Amended Map G

City of Riverbank

2015 Districting

(Amended Map G by Resolution # 2020-011)



National Demographics Corporation, December 6, 2015

05/05/2020: I certify that Map G correctly represents the boundaries of the City of Riverbank City Council District 3 and 4 within Crossroads West Specific Plan annexed territory with a Morrill Road boundary to add territory North of Morrill Road to District 3 and territory South of Morrill Road to District 4.

Annabelle Aguilar, CMC, City Clerk/Elections Official

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E-1

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolutions** – Consolidated Landscape & Lighting District:

1) Resolution of the City Council of the City of Riverbank, California Initiating proceedings for the Annual Levy of Assessments for the Consolidated Landscaping and Lighting District for Fiscal Year 2020/2021.

2) Resolution of the City Council of the City of Riverbank, California Declaring its Intention to Levy Annual Assessments for the Consolidated Landscaping and Lighting District for Fiscal Year 2020/2021.

3) Resolution of the City Council of the City of Riverbank, California for Preliminary Approval of the Annual Levy Report for the Consolidated Landscaping and Lighting District for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Consolidated Landscaping and Lighting District for Fiscal Year 2020/2021.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District is a consolidation of several landscape and lighting districts formed pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). Each of the original districts are identified as benefit zones within the Consolidted District. The various improvements and the expenses associated with each Zone are identified and budgeted independently and are levied annually persuant to the 1972 Act.

The Engineer's Annual Levy Report for Fiscal Year 2020/2021 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportinate to the parcel's special benefit zones. The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Consolidated Landscaping and Lighting District for Fiscal Year 2020/2021.

The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

The only increase in assessment is in Zone No. 3 South Bend Estates where the administration and maintenance costs are exceeding the reserve. The other Zones have healthy reserves and the current assessments are covering the maintenance costs.

	FY 19/20	FY 20/21	Change in Assessment
Courtney Estates	$ 25.50	$ 25.50	$0.00
South Bend Estates	**$ 74.52**	**$ 79.74**	**$5.22**
Elmwood Estates	$ 24.72	$ 24.72	$0.00
Chianti	$ 57.54	$ 57.54	$0.00
Sterling Ridge	$129.92	$129.92	$0.00
Eastwood Estates	$ 88.00	$ 88.00	$0.00

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (3) Resolutions
2. Engineer's Annual Levy Report Consolidated Landscaping and Lighting District Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Consolidated Landscaping and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") that provides for levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 Engineer's Annual Levy Report: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed Improvements and Any Substantial Changes in Existing Improvements: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Consolidated Landscaping and Lighting District (hereafter referred to as the "District") and initiated proceedings for Fiscal Year 2020/2021 pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements for Fiscal Year 2020/2021.

Section 2 Description of Improvements and Any Substantial Changes Proposed: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances, and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Annual Levy Report, as ordered by previous Resolution, provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains six (6) Benefit Zones known as Zone No. 2 Courtney Estates; Zone No. 3 South Bend Estates Units 1 and 2; and Zone No. 5 Elmwood Estates Unit 1; Zone 6 Chianti Unit 1, Zone 7 Sterling Ridge Unit 1; and Zone 8 Eastwood Estates Unit 1. The District is known and designated as

"Consolidated Landscaping and Lighting District"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible at a regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") for the district known and designated as the Consolidated Landscaping and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereinafter referred to as the "Act"); and,

WHEREAS, there has now been presented to this City Council the Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied on a preliminary basis that the assessments have been spread in accordance with the benefits received from the improvements, maintenance, operation, and services to be performed within each Zone as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

<u>Section 1</u> That the above recitals are all true and correct.

<u>Section 2</u> That the Report as presented consists of the following:

a. A Description of Improvements
b. The Annual Budget (Costs and Expenses of Maintenance, Operations, and Services)
c. A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Dwelling Unit

Section 3 The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

Attachment: Consolidated L & L Engineer's Annual Levy Report – 2020/2021

City of Riverbank

Consolidated Landscaping and Lighting District

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

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WILLDAN

AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

Consolidated Landscaping and Lighting District

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________
Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

TABLE OF CONTENTS

PART I - OVERVIEW

A. INTRODUCTION

The City of Riverbank ("City") annually levies and collects special assessments in order to maintain the improvements within the Consolidated Landscaping and Lighting District ("District"). The District is a consolidation of several landscape and lighting districts formed pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act"). Each of the original districts is identified as benefit zones ("Zones") within the Consolidated District. The various improvements and the expenses associated with each Zone are identified and budgeted independently and are levied annually pursuant to the 1972 Act.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. This Report describes the District, all Zones and improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2020/2021. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy for each Zone include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to Chapter 3, beginning with Section 22620 of the 1972 Act the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rates and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2020/2021.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District and respective Zones. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates contained in this Report as approved by the City Council.

B. Applicable Legislation

The District and the Zones therein have been formed and are annually levied pursuant to the 1972 Act, beginning with Section 22500. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIIID* (enacted by the passage of Proposition 218 in November 1996).

Pursuant to the *California Constitution Article XIIID Section 5*, certain assessments that were existing on July 1, 1997, the effective date of *Article XIIID,* are exempt from the substantive and procedural requirements of *Article XIIID Section 4* and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the City determined that the improvements and the annual assessment for each of the Zones within the Consolidated District were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to *Article XIIID Section 5(b),* all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts (the maximum assessments identified in this Report) are exempt from the procedural requirements *Article XIIID Section 4*.

The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Although the current maximum assessment for each Zone within the District is identified as an exempt assessment pursuant to *Article XIIID Section 5(b)*, it is recognized that these assessments may not be sufficient to cover the annual cost of providing the improvements in the future. In such cases, the revenue shortfall maybe funded by other revenue sources or an assessment increase may be proposed. Pursuant to the provisions of the California Constitution Article XIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID Section 4, including a property owner protest proceeding (property owner assessment balloting).

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

PART II - PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping and/or street lighting, and related services within the public right-of-ways for specific developments within the City.

The District is comprised of specific developments (residential tracts) that were originally formed as separate 1972 Act districts. The districts were formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with the residential subdivisions and installed as part of the development of properties within those subdivisions. These districts were later consolidated into this single District pursuant to *Chapter 2 Article 2 Section 22605 (d)* of the 1972 Act, with each of the original districts being identified as a Zone. Each of the Zones includes parcels that are associated with specific improvements and services that provide a special benefit to the properties. The total cost of providing the improvements within each Zone are equitably spread among only the benefiting parcels.

A. Changes or Modifications to the District

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

In Fiscal Year 2000/01, Zone 1 (Avery Estates) and Zone 4 (Sierra Vista Estates Unit 2) were detached from the Consolidated District.

- Zone 1 was initially established within the District to provide landscaping and lighting improvements within a planned residential development known as Avery Estates. This development was to include a small eleven-unit residential subdivision generally located south of Townsend Avenue and east of Terminal Avenue, directly south and adjacent to Reich Lane. This residential subdivision was not developed and the proposed improvements to be installed never materialized. The tentative tract map for this subdivision has expired and therefore the Zone was detached from the District.

- Zone 4 was initially established within the District to provide landscaping and lighting improvements including street lighting, a drainage pond, and fencing within the development known as Sierra Vista Estates Unit 2. This development was to include a small ten-unit residential subdivision generally located south of Reich Lane, east of Terminal Avenue, north of Van Dusen Avenue, and west of Claus Road. This original residential subdivision was not completed as planned and only the street lighting improvements had been installed. On February 14, 2000, the City formed Landscaping and Lighting District No. 2000-01 (Sierra Vista Estates) that incorporated the original Sierra Vista Estates Unit 2 (Zone 4) as well as other properties. Concurrently with the formation of this new 1972 Act district, Zone 4 was detached from the Consolidated District.

In Fiscal Year 2005/06, three zones were added, Zone 6 (Chianti), Zone 7 (Sterling Ridge) and Zone 8 (Eastwood Estates).

- Zone 6 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as the Chianti Subdivision.

- Zone 7 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as Sterling Ridge.

- Zone 8 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as Eastwood Estates.

In Fiscal Year 2011/12, 86 parcels in Elmwood Estates Unit 2 were added to Zone 5.

- Elmwood Estates Unit 2 — This residential tract encompasses an area located generally east of Roselle Avenue and north of the M.I.D. Main Canal at Rosebrook Drive and includes eighty-six (86) single-family residential lots. The parcels within this development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000. This development provides funding for the perimeter parkway landscaping and street lighting associated with the development.

B. General Description of the Improvements and Services

Each Zone within the District consists of properties, subdivisions and developments that are clearly associated with the improvements maintained by the District. The parcels assessed for special benefits are all part of a development or subdivision that originally installed the improvements or are directly associated with the improvements by proximity and receive special benefits from those improvements.

The improvements within each Zone vary, but include specific street lighting facilities and/or landscaped areas associated with the properties within each Zone. The Improvements may include but are not limited to:

- Landscape improvements within the parkways, entryways and other public right-of-ways or open space areas including street trees, turf, ground cover, shrubs, irrigation and drainage systems, entry monuments, and block walls or other fencing.

- Street lighting improvements within or adjacent to the subdivisions and developments including electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights.

- Any appurtenant facilities, services or improvements directly associated with any of the foregoing improvements including incidental expenses.

All improvements within the District are maintained and serviced on a regular basis. The frequency and specific maintenance operations required within the District and each Zone are determined by City staff. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual costs of providing the improvements within each Zone are spread among all benefiting parcels in proportion to the benefits received. Only parcels that receive special benefits from the services and improvements are assessed. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements in each Zone including all labor, personnel, equipment, materials and administrative expenses.

C. District Zones and Specific Improvements

The location, boundaries and specific improvements provided within each Zone are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the budget for each Zone.

Zone 2 (Courtney Estates) — This Zone is generally located south of Patterson Road and west of Jackson Avenue at Courtney Court. This Zone includes twelve (12) residential parcels within the residential subdivision known as Courtney Estates, identified on Book 75 Page 43 of the Stanislaus County Assessor's Parcel Maps.

The improvements maintained and serviced within Zone 2 include two (2) street lights installed as part of the residential development.

- One (1) street light is located at the west end of Courtney Court (end of the cul-de-sac);
- One (1) street light is located at the entrance to the development on the northwest corner of Courtney Court and Jackson Avenue.

Zone 3 (South Bend Estates Units 1 and 2) — This Zone is generally located south of Patterson Road (State Highway 108) and generally north and east of the M.I.D. Main Canal. This Zone includes seventy-one (71) residential parcels within the subdivision known as South Bend Estates Units 1 and 2; identified on Book 74 Page 22 of the Stanislaus County Assessor's Parcel Maps.

The improvements maintained and serviced within Zone 3 were installed as part of the residential development and include sixteen (16) street lights and approximately 1,310 linear feet of parkway landscaping.

- Five (5) street lights are located on the perimeter of the development on the south side of Patterson Road;
- The remaining eleven (11) street lights are located within the residential subdivision on Hot Springs Lane, Hot Springs Court, Sandy Ridge Drive, Red Rock Lane, Rock Creek Road, Clearwater Way and Rockypoint Way;
- Approximately 1,240 linear feet of parkway landscaping adjacent to the subdivision along the south side of Patterson Road (the entire length of the South Bend Estates Units 1 and 2 subdivisions);
- Approximately 70 linear feet of parkway landscaping at the intersection of Red Rock Lane and Clearwater Way within the subdivision.

Zone 5 (Elmwood Estates Units 1 and 2) — This Zone is located generally east of Roselle Avenue and north of the M.I.D. Main Canal at Rosebrook Drive. This Zone includes one hundred seventy-eight (178) residential parcels within the subdivision known as Elmwood Estates Units 1 and 2, identified on Book 75 Page 49 of the Stanislaus County Assessor's Parcel Maps and Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000.

The improvements maintained and serviced within Zone 5 were installed as part of the residential development and include ten (10) street lights and approximately 830 linear feet of parkway landscaping associated with the Elmwood Estates Unit 1 development and ten (10) street lights associated with the Elmwood Estates Unit 2 development.

- One (1) street light is located on the perimeter of the development at the northeast corner of Roselle Avenue and Rosebrook Drive;

- The remaining nine (9) street lights are locate within the residential subdivision on Greenoaks Court, Aspen Court, Rosebrook Drive, Greenoaks Drive and Aspen Lane;

- Approximately 830 linear feet of parkway landscaping adjacent to the subdivision along the east side of Roselle Avenue (the entire length of the Elmwood Estates Unit 1 subdivision).

- Ten (10) street lights are located within the residential subdivision Unit 2 on South Rosebrook Drive, Pierce Lane, Walnut Lane and Sutton Road;

Zone 6 (Chianti Subdivision Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Number 075-031-035 (2.816 acres) located west of Roselle Avenue and south of Morrill Road. It is proposed to include 13 Single-Family Residential lots at full development.

- The Improvements serviced and maintained within Zone 6 consist of 2,205 square feet of landscaping along Roselle Avenue and three (3) 150W street lights on Caviani Court.

Zone 7 (Sterling Ridge Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-015-010, 075-015-017, 075-015-021, and 075-020-006 (46.1 acres) located east of Roselle Avenue, between Talbot Avenue and Pocket Avenue. It is proposed to include 183 Single-Family Residential lots at full development.

- The Improvements serviced and maintained within Zone 7 consist of 111,589 square feet of perimeter landscaping along Litt Road south of Pocket Avenue and extending to the southern border of the development. In addition, thirty-three (33) 150W street lights are located throughout the Tract;

- Installation of tables, trees and other park improvements at Harless Park.

Zone 8 (Eastwood Estates Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 074-018-052 and 074-018-055 through 074-018-060, located west of Oakdale Road Street between Candlewood Place and Karen Alane Way. The Assessor Parcel Numbers represent 7 Single Family Residential lots.

- The Improvements serviced and maintained within Zone 8 consist of 800 square feet of landscaping along the west side of Oakdale Road south of Raintree Lane and north of Cherry Tree Lane. In addition, there are two (2) 150W street lights on Leo Court.

The table below lists the various Zones within the District and summarizes the number of parcels, the Equivalent Dwelling Units (EDU) and the improvements within each Zone:

Benefit Zones

		Number of		Improvements	
Zone	Description	Parcels	EDU	Lights	Landscape
2	Courtney Estates	12	12	2	0 LF
3	South Bend Units 1 & 2	71	71	16	1,310 LF
5	Elmwood Estates Units 1 & 2	178	178	20	830 LF
6	Chianti Subdivision	13	13	3	2,205 SF
7	Sterling Ridge	183	183	33	111,589 SF
8	Eastwood Estates	7	7	2	800 SF

PART III - METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments in each Zone of the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *California Constitution Article XIIID Section 4* (with some exceptions), a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. Benefit Analysis

Each of the improvements and their associated costs have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements and approval of an annual assessment were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to the *California Constitution Article XIIID Section 5(b),* the maximum assessment amounts identified in this Report were approved by all the property owners at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore the existing assessment amount for each Zone is not subject to the procedural requirements of *Article XIIID Section 4* (property owner ballot proceedings). Although the current assessments do not require additional property owner approval, the improvements within each Zone clearly provide a special benefit to the parcels assessed and therefore, the existing assessments are in compliance with the substantive requirements of *Article XIIID Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District and Zones receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments associated with each Zone are for the maintenance of local landscaping and/or street lighting within the Zones. The desirability and security of properties within each Zone are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits – The Zone improvements to be provided and maintained by the District are a direct result of property development within the Zones and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the Zone properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although the Zone improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the Zone improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District Zones or to the public at large.

C. Assessment Methodology

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit and assessment, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally from the improvements provided in each respective Zone. Therefore, each parcel is assigned 1.0 EDU and the costs associated with each Zone are actually spread equally among all benefiting parcels within that Zone.

The following formulas are used to calculate the annual assessments for each Zone. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy Per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the Total EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount. This process and formulas are applied separately to each Zone.

For Zone 6 Chianti, Zone 7 Sterling Ridge, and Zone 8 Eastwood Estates, the Maximum Assessment is equal to the Initial Assessment approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. Beginning in the second fiscal year of the District and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The CPI used to calculate the Maximum Assessment for FY 2020/21 is 2.91%.

Total Balance to Levy / Total EDU in Zone = Levy per EDU (Assessment Rate)

Assessment Rate x Parcel's EDU = Parcel's Levy Amount

Or more simply stated, since all Zone parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

PART IV - DISTRICT BUDGET FISCAL YEAR 2020/2021

	Zone No. 2 Courtney Estates	Zone No. 3 South Bend Estates Units 1 & 2	Zone No. 5 Elmwood Estates Units 1 & 2	Zone No. 6 Chianti Unit 1	Zone No. 7 Sterling Ridge Unit 1	Zone No. 8 Eastwood Estates Unit 1	District Totals
DIRECT COSTS							
Landscape Maintenance	$0	$2,361	$2,028	$356	$15,300	$221	$20,266
Landscape Utilities	121	1,000	640	110	2,591	155	4,617
Utilities	0	0	0	0	0	0	0
Repairs/Abatement	71	1,064	810	0	1,454	0	3,399
Street Lighting	40	144	40	46	504	34	808
Street Light Utilities	0	0	0	0	0	0	0
Miscellaneous/Materials/Equipment	0	0	0	0	0	0	0
Direct Costs (Subtotal)	**$232**	**$4,569**	**$3,518**	**$512**	**$19,849**	**$410**	**$29,090**
ADMINISTRATION COSTS							
City Administration	$0	$0	$0	$0	$2,100	$0	$2,100
District Administration	70	698	848	78	1,634	50	3,378
County Administration Fee	4	24	32	158	192	156	566
Administration Costs (Subtotal)	**$74**	**$722**	**$880**	**$236**	**$3,926**	**$206**	**$6,044**
LEVY BREAKDOWN							
Total Direct and Admin. Costs	**$306**	**$5,291**	**$4,398**	**$748**	**$23,775**	**$616**	**$35,134**
Reserve Collection/ (Transfers)	0	370	0	0	0	0	370
Contribution Replenishment	0	0	0	0	0	0	0
Other Revenues/General Fund Contribution	0	0	0	0	0	0	0
Collection/(Transfer)	0	0	0	0	0	0	0
Balance to Levy	**$306**	**$5,661**	**$4,398**	**$748**	**$23,775**	**$616**	**$35,504**
DISTRICT STATISTICS							
Total Parcels	12	71	178	13	188	7	469
Total Parcels Levied	12	71	178	13	183	7	464
Total Equivalent Dwelling Units (EDU)	12.00	71.00	178.00	13.00	183.00	7.00	464.00
Levy Per EDU	**$25.50**	**$79.74**	**$24.72**	**$57.54**	**$129.92**	**$88.00**	
Maximum Levy per EDU	**$42.64**	**$95.00**	**$59.60**	**$176.96**	**$323.75**	**$251.93**	
FUND BALANCE INFORMATION							
Beginning Reserve Fund Balance	$227	$4,433	$3,475	$2,586	$124,270	$2,075	$137,067
Reseve Fund Activity	0	370	0	0	0	0	370
Ending Reserve Fund Balance (Projected)	**$227**	**$4,803**	**$3,475**	**$2,586**	**$124,270**	**$2,075**	**$137,437**
Beginning Capital Improvement Project Fund	$0	$0	$0	$0	$70,000	$0	$70,000
Capital Improvement Project Fund Activity	0	0	0	0	0	0	0
Ending Capital Improvement Project Fund	**$0**	**$0**	**$0**	**$0**	**$70,000**	**$0**	**$70,000**

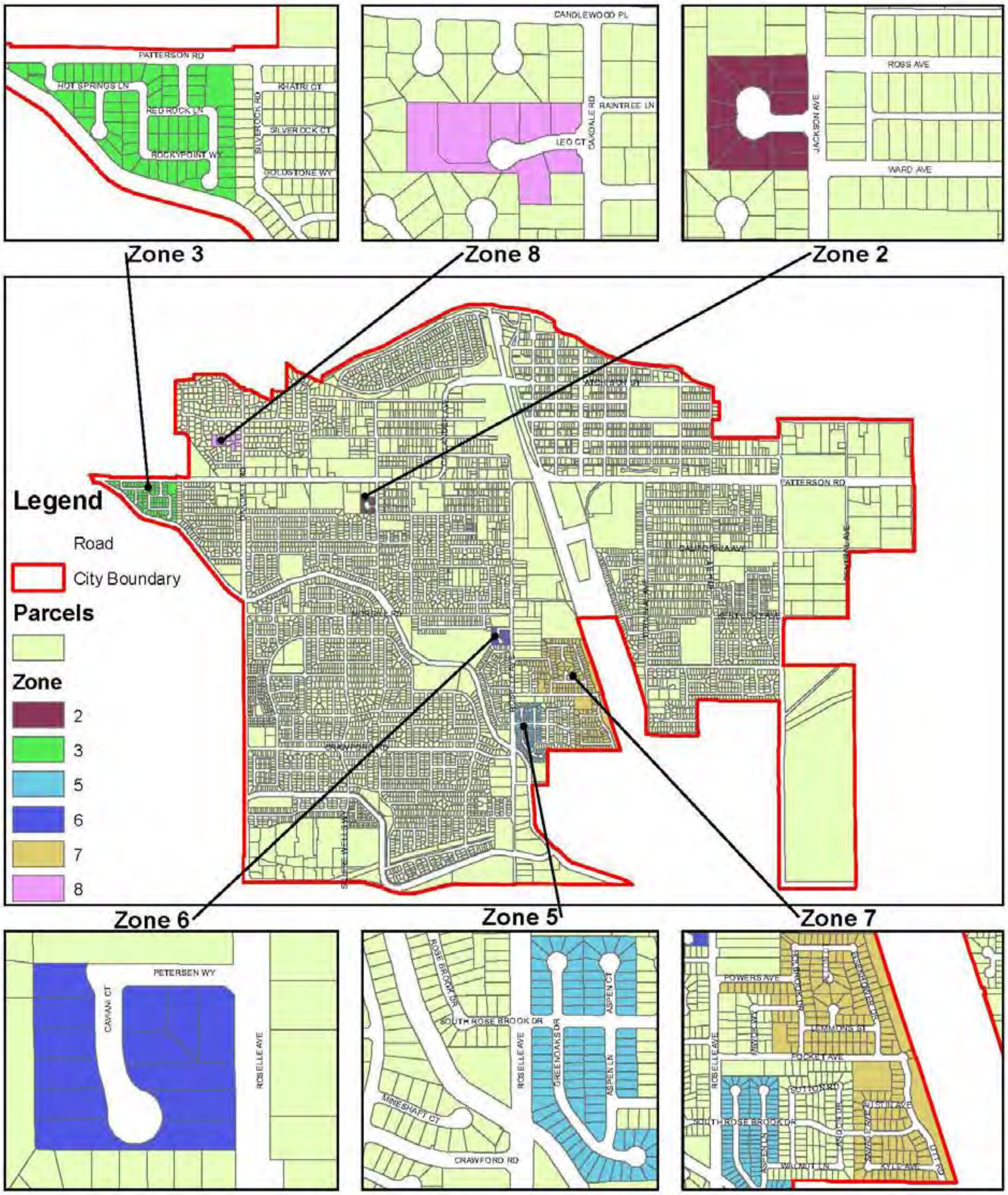
PART V - DISTRICT BOUNDARY MAPS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

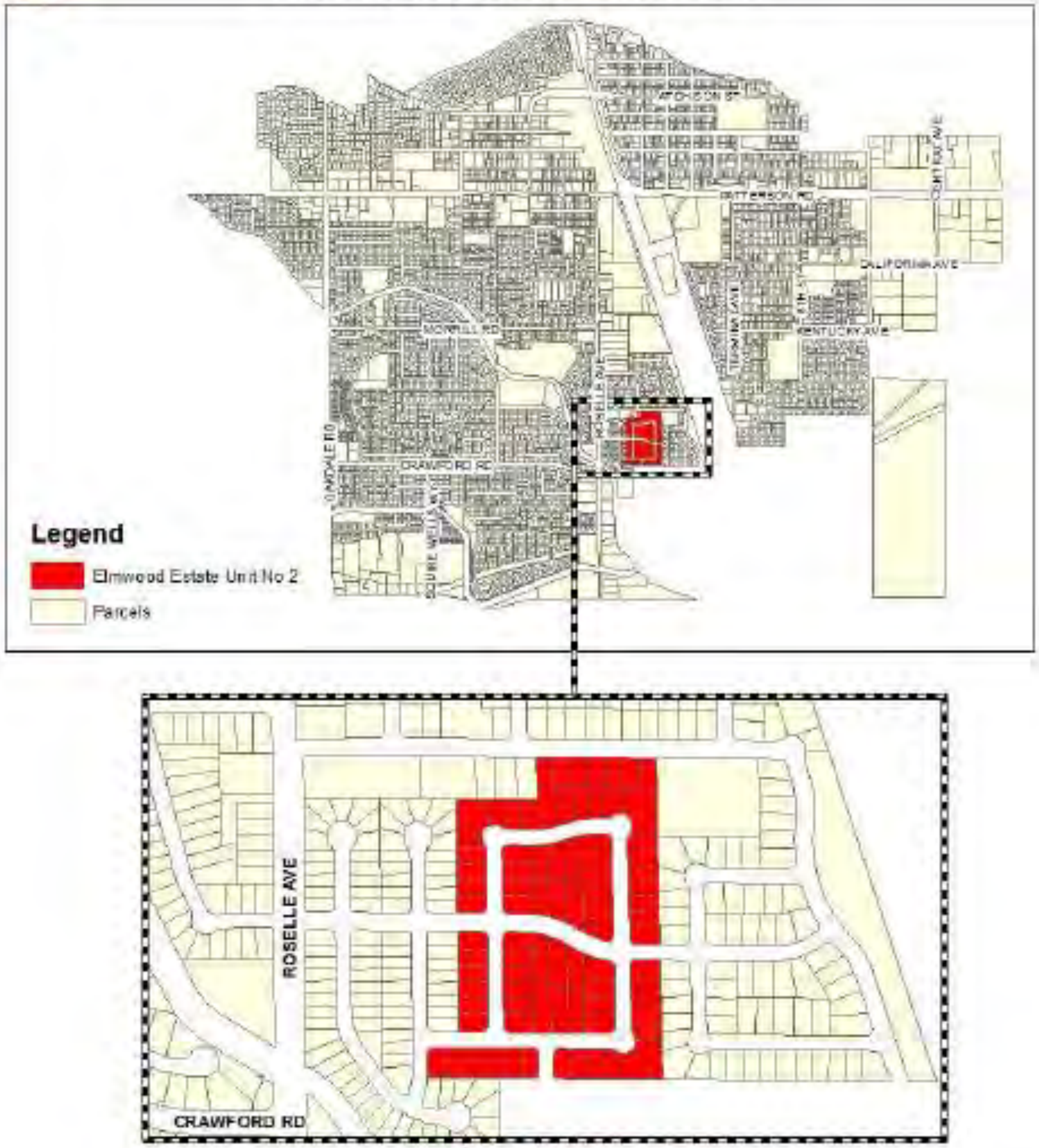
The boundaries for each Zone within the District are identified by the specific development and subdivisions associated with each Zone and defined by the subdivision boundaries shown on the Stanislaus County Assessor's Maps. The parcel identification, lines, and dimensions of each parcel within the District and Zone are those lines and dimensions shown on the Stanislaus County Assessor's Maps of for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following pages are reproductions of the County Assessor's Parcel Maps associated with each subdivision and Zone.

Riverbank Consolidated Landscape and Lighting District



Riverbank
Elmwood Estate Unit No 2



PART VI — 2020/2021 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDUs	Zone	Charge
075-043-056-000	1.0	2	$25.50
075-043-057-000	1.0	2	25.50
075-043-058-000	1.0	2	25.50
075-043-059-000	1.0	2	25.50
075-043-060-000	1.0	2	25.50
075-043-061-000	1.0	2	25.50
075-043-062-000	1.0	2	25.50
075-043-063-000	1.0	2	25.50
075-043-064-000	1.0	2	25.50
075-043-065-000	1.0	2	25.50
075-043-066-000	1.0	2	25.50
075-043-067-000	1.0	2	25.50
Total:	**12.0**		**$306.00**
074-022-001-000	1.0	3	$79.74
074-022-002-000	1.0	3	79.74
074-022-003-000	1.0	3	79.74
074-022-004-000	1.0	3	79.74
074-022-005-000	1.0	3	79.74
074-022-006-000	1.0	3	79.74
074-022-007-000	1.0	3	79.74
074-022-008-000	1.0	3	79.74
074-022-009-000	1.0	3	79.74
074-022-010-000	1.0	3	79.74
074-022-011-000	1.0	3	79.74
074-022-012-000	1.0	3	79.74
074-022-013-000	1.0	3	79.74
074-022-014-000	1.0	3	79.74
074-022-015-000	1.0	3	79.74
074-022-016-000	1.0	3	79.74
074-022-017-000	1.0	3	79.74
074-022-018-000	1.0	3	79.74
074-022-019-000	1.0	3	79.74
074-022-020-000	1.0	3	79.74
074-022-021-000	1.0	3	79.74
074-022-022-000	1.0	3	79.74
074-022-023-000	1.0	3	79.74
074-022-024-000	1.0	3	79.74
074-022-025-000	1.0	3	79.74
074-022-026-000	1.0	3	79.74
074-022-029-000	1.0	3	79.74
074-022-030-000	1.0	3	79.74
074-022-031-000	1.0	3	79.74
074-022-032-000	1.0	3	79.74
074-022-033-000	1.0	3	79.74
074-022-034-000	1.0	3	79.74
074-022-035-000	1.0	3	79.74
074-022-036-000	1.0	3	79.74
074-022-037-000	1.0	3	79.74
074-022-038-000	1.0	3	79.74

APN	EDUs	Zone	Charge
074-022-039-000	1.0	3	79.74
074-022-040-000	1.0	3	79.74
074-022-041-000	1.0	3	79.74
074-022-042-000	1.0	3	79.74
074-022-043-000	1.0	3	79.74
074-022-044-000	1.0	3	79.74
074-022-045-000	1.0	3	79.74
074-022-046-000	1.0	3	79.74
074-022-047-000	1.0	3	79.74
074-022-048-000	1.0	3	79.74
074-022-049-000	1.0	3	79.74
074-022-050-000	1.0	3	79.74
074-022-051-000	1.0	3	79.74
074-022-052-000	1.0	3	79.74
074-022-053-000	1.0	3	79.74
074-022-054-000	1.0	3	79.74
074-022-055-000	1.0	3	79.74
074-022-056-000	1.0	3	79.74
074-022-057-000	1.0	3	79.74
074-022-058-000	1.0	3	79.74
074-022-059-000	1.0	3	79.74
074-022-060-000	1.0	3	79.74
074-022-061-000	1.0	3	79.74
074-022-062-000	1.0	3	79.74
074-022-063-000	1.0	3	79.74
074-022-064-000	1.0	3	79.74
074-022-065-000	1.0	3	79.74
074-022-066-000	1.0	3	79.74
074-022-067-000	1.0	3	79.74
074-022-068-000	1.0	3	79.74
074-022-069-000	1.0	3	79.74
074-022-070-000	1.0	3	79.74
074-022-075-000	1.0	3	79.74
074-022-076-000	1.0	3	79.74
074-022-077-000	1.0	3	79.74
Total:	**71.0**		**$5,661.54**
075-049-001-000	1.0	5	$24.72
075-049-002-000	1.0	5	24.72
075-049-003-000	1.0	5	24.72
075-049-004-000	1.0	5	24.72
075-049-005-000	1.0	5	24.72
075-049-006-000	1.0	5	24.72
075-049-007-000	1.0	5	24.72
075-049-008-000	1.0	5	24.72
075-049-009-000	1.0	5	24.72
075-049-010-000	1.0	5	24.72
075-049-011-000	1.0	5	24.72
075-049-012-000	1.0	5	24.72
075-049-013-000	1.0	5	24.72

APN	EDUs	Zone	Charge
075-049-014-000	1.0	5	24.72
075-049-015-000	1.0	5	24.72
075-049-016-000	1.0	5	24.72
075-049-017-000	1.0	5	24.72
075-049-018-000	1.0	5	24.72
075-049-019-000	1.0	5	24.72
075-049-020-000	1.0	5	24.72
075-049-021-000	1.0	5	24.72
075-049-022-000	1.0	5	24.72
075-049-023-000	1.0	5	24.72
075-049-024-000	1.0	5	24.72
075-049-025-000	1.0	5	24.72
075-049-026-000	1.0	5	24.72
075-049-027-000	1.0	5	24.72
075-049-028-000	1.0	5	24.72
075-049-029-000	1.0	5	24.72
075-049-030-000	1.0	5	24.72
075-049-031-000	1.0	5	24.72
075-049-032-000	1.0	5	24.72
075-049-033-000	1.0	5	24.72
075-049-034-000	1.0	5	24.72
075-049-035-000	1.0	5	24.72
075-049-036-000	1.0	5	24.72
075-049-037-000	1.0	5	24.72
075-049-038-000	1.0	5	24.72
075-049-039-000	1.0	5	24.72
075-049-040-000	1.0	5	24.72
075-049-041-000	1.0	5	24.72
075-049-042-000	1.0	5	24.72
075-049-043-000	1.0	5	24.72
075-049-044-000	1.0	5	24.72
075-049-045-000	1.0	5	24.72
075-049-046-000	1.0	5	24.72
075-049-047-000	1.0	5	24.72
075-049-048-000	1.0	5	24.72
075-049-049-000	1.0	5	24.72
075-049-050-000	1.0	5	24.72
075-049-051-000	1.0	5	24.72
075-049-052-000	1.0	5	24.72
075-049-053-000	1.0	5	24.72
075-049-054-000	1.0	5	24.72
075-049-055-000	1.0	5	24.72
075-049-056-000	1.0	5	24.72
075-049-057-000	1.0	5	24.72
075-049-058-000	1.0	5	24.72
075-049-059-000	1.0	5	24.72
075-049-060-000	1.0	5	24.72
075-049-061-000	1.0	5	24.72
075-049-062-000	1.0	5	24.72

APN	EDUs	Zone	Charge
075-049-063-000	1.0	5	24.72
075-049-064-000	1.0	5	24.72
075-049-065-000	1.0	5	24.72
075-049-066-000	1.0	5	24.72
075-049-067-000	1.0	5	24.72
075-049-068-000	1.0	5	24.72
075-049-069-000	1.0	5	24.72
075-049-070-000	1.0	5	24.72
075-049-071-000	1.0	5	24.72
075-049-072-000	1.0	5	24.72
075-049-073-000	1.0	5	24.72
075-049-074-000	1.0	5	24.72
075-049-075-000	1.0	5	24.72
075-049-076-000	1.0	5	24.72
075-049-077-000	1.0	5	24.72
075-049-078-000	1.0	5	24.72
075-049-079-000	1.0	5	24.72
075-049-080-000	1.0	5	24.72
075-049-081-000	1.0	5	24.72
075-049-082-000	1.0	5	24.72
075-049-083-000	1.0	5	24.72
075-049-084-000	1.0	5	24.72
075-049-085-000	1.0	5	24.72
075-049-086-000	1.0	5	24.72
075-049-087-000	1.0	5	24.72
075-049-088-000	1.0	5	24.72
075-049-089-000	1.0	5	24.72
075-049-090-000	1.0	5	24.72
075-049-091-000	1.0	5	24.72
075-049-092-000	1.0	5	24.72
075-095-001-000	1.0	5	24.72
075-095-002-000	1.0	5	24.72
075-095-003-000	1.0	5	24.72
075-095-004-000	1.0	5	24.72
075-095-005-000	1.0	5	24.72
075-095-006-000	1.0	5	24.72
075-095-007-000	1.0	5	24.72
075-095-008-000	1.0	5	24.72
075-095-009-000	1.0	5	24.72
075-095-010-000	1.0	5	24.72
075-095-011-000	1.0	5	24.72
075-095-012-000	1.0	5	24.72
075-095-013-000	1.0	5	24.72
075-095-014-000	1.0	5	24.72
075-095-015-000	1.0	5	24.72
075-095-016-000	1.0	5	24.72
075-095-017-000	1.0	5	24.72
075-095-018-000	1.0	5	24.72
075-095-019-000	1.0	5	24.72

APN	EDUs	Zone	Charge
075-095-020-000	1.0	5	24.72
075-095-021-000	1.0	5	24.72
075-095-022-000	1.0	5	24.72
075-095-023-000	1.0	5	24.72
075-095-024-000	1.0	5	24.72
075-095-025-000	1.0	5	24.72
075-095-026-000	1.0	5	24.72
075-095-027-000	1.0	5	24.72
075-095-028-000	1.0	5	24.72
075-095-029-000	1.0	5	24.72
075-095-030-000	1.0	5	24.72
075-095-031-000	1.0	5	24.72
075-095-032-000	1.0	5	24.72
075-095-033-000	1.0	5	24.72
075-095-034-000	1.0	5	24.72
075-095-035-000	1.0	5	24.72
075-095-036-000	1.0	5	24.72
075-095-037-000	1.0	5	24.72
075-095-038-000	1.0	5	24.72
075-095-039-000	1.0	5	24.72
075-095-040-000	1.0	5	24.72
075-095-041-000	1.0	5	24.72
075-095-042-000	1.0	5	24.72
075-095-043-000	1.0	5	24.72
075-095-044-000	1.0	5	24.72
075-095-045-000	1.0	5	24.72
075-095-046-000	1.0	5	24.72
075-095-047-000	1.0	5	24.72
075-095-048-000	1.0	5	24.72
075-095-049-000	1.0	5	24.72
075-095-050-000	1.0	5	24.72
075-095-051-000	1.0	5	24.72
075-095-052-000	1.0	5	24.72
075-095-053-000	1.0	5	24.72
075-095-054-000	1.0	5	24.72
075-095-055-000	1.0	5	24.72
075-095-056-000	1.0	5	24.72
075-095-057-000	1.0	5	24.72
075-095-058-000	1.0	5	24.72
075-095-059-000	1.0	5	24.72
075-095-060-000	1.0	5	24.72
075-095-061-000	1.0	5	24.72
075-095-062-000	1.0	5	24.72
075-095-063-000	1.0	5	24.72
075-095-064-000	1.0	5	24.72
075-095-065-000	1.0	5	24.72
075-095-066-000	1.0	5	24.72
075-095-067-000	1.0	5	24.72
075-095-068-000	1.0	5	24.72

APN	EDUs	Zone	Charge
075-095-069-000	1.0	5	24.72
075-095-070-000	1.0	5	24.72
075-095-071-000	1.0	5	24.72
075-095-072-000	1.0	5	24.72
075-095-073-000	1.0	5	24.72
075-095-074-000	1.0	5	24.72
075-095-075-000	1.0	5	24.72
075-095-076-000	1.0	5	24.72
075-095-077-000	1.0	5	24.72
075-095-078-000	1.0	5	24.72
075-095-079-000	1.0	5	24.72
075-095-080-000	1.0	5	24.72
075-095-081-000	1.0	5	24.72
075-095-082-000	1.0	5	24.72
075-095-083-000	1.0	5	24.72
075-095-084-000	1.0	5	24.72
075-095-085-000	1.0	5	24.72
075-095-086-000	1.0	5	24.72
Total:	**178.0**		**$4,400.16**
075-031-036-000	1.0	6	$57.54
075-031-037-000	1.0	6	57.54
075-031-038-000	1.0	6	57.54
075-031-039-000	1.0	6	57.54
075-031-040-000	1.0	6	57.54
075-031-041-000	1.0	6	57.54
075-031-042-000	1.0	6	57.54
075-031-043-000	1.0	6	57.54
075-031-044-000	1.0	6	57.54
075-031-045-000	1.0	6	57.54
075-031-046-000	1.0	6	57.54
075-031-047-000	1.0	6	57.54
075-031-048-000	1.0	6	57.54
Total:	**13.0**		**$748.02**
075-088-001-000	1.0	7	$129.92
075-088-002-000	1.0	7	129.92
075-088-003-000	1.0	7	129.92
075-088-004-000	1.0	7	129.92
075-088-005-000	1.0	7	129.92
075-088-006-000	1.0	7	129.92
075-088-007-000	1.0	7	129.92
075-088-008-000	1.0	7	129.92
075-088-009-000	1.0	7	129.92
075-088-010-000	1.0	7	129.92
075-088-011-000	1.0	7	129.92
075-088-012-000	1.0	7	129.92
075-088-013-000	1.0	7	129.92
075-088-014-000	1.0	7	129.92
075-088-015-000	1.0	7	129.92
075-088-016-000	1.0	7	129.92

APN	EDUs	Zone	Charge
075-088-017-000	1.0	7	129.92
075-088-018-000	1.0	7	129.92
075-088-019-000	1.0	7	129.92
075-088-020-000	1.0	7	129.92
075-088-021-000	1.0	7	129.92
075-088-022-000	1.0	7	129.92
075-088-023-000	1.0	7	129.92
075-088-024-000	1.0	7	129.92
075-088-025-000	1.0	7	129.92
075-088-026-000	1.0	7	129.92
075-088-027-000	1.0	7	129.92
075-088-028-000	1.0	7	129.92
075-088-029-000	1.0	7	129.92
075-088-030-000	1.0	7	129.92
075-088-031-000	1.0	7	129.92
075-088-032-000	1.0	7	129.92
075-088-033-000	1.0	7	129.92
075-088-034-000	1.0	7	129.92
075-088-035-000	1.0	7	129.92
075-088-036-000	1.0	7	129.92
075-088-037-000	1.0	7	129.92
075-088-038-000	1.0	7	129.92
075-088-039-000	1.0	7	129.92
075-088-040-000	1.0	7	129.92
075-088-041-000	1.0	7	129.92
075-088-042-000	1.0	7	129.92
075-088-043-000	1.0	7	129.92
075-088-044-000	1.0	7	129.92
075-088-045-000	1.0	7	129.92
075-088-046-000	1.0	7	129.92
075-088-047-000	1.0	7	129.92
075-088-048-000	1.0	7	129.92
075-088-049-000	1.0	7	129.92
075-088-050-000	1.0	7	129.92
075-088-051-000	1.0	7	129.92
075-088-052-000	1.0	7	129.92
075-088-053-000	1.0	7	129.92
075-088-054-000	1.0	7	129.92
075-088-055-000	1.0	7	129.92
075-088-056-000	1.0	7	129.92
075-088-057-000	1.0	7	129.92
075-088-058-000	1.0	7	129.92
075-088-059-000	1.0	7	129.92
075-088-060-000	1.0	7	129.92
075-088-061-000	1.0	7	129.92
075-088-062-000	1.0	7	129.92
075-088-063-000	1.0	7	129.92
075-089-001-000	1.0	7	129.92
075-089-002-000	1.0	7	129.92

APN	EDUs	Zone	Charge
075-089-003-000	1.0	7	129.92
075-089-004-000	1.0	7	129.92
075-089-005-000	1.0	7	129.92
075-089-006-000	1.0	7	129.92
075-089-007-000	1.0	7	129.92
075-089-008-000	1.0	7	129.92
075-089-009-000	1.0	7	129.92
075-089-010-000	1.0	7	129.92
075-089-011-000	1.0	7	129.92
075-089-012-000	1.0	7	129.92
075-089-013-000	1.0	7	129.92
075-089-014-000	1.0	7	129.92
075-089-015-000	1.0	7	129.92
075-089-016-000	1.0	7	129.92
075-089-017-000	1.0	7	129.92
075-089-018-000	1.0	7	129.92
075-089-019-000	1.0	7	129.92
075-089-020-000	1.0	7	129.92
075-089-021-000	1.0	7	129.92
075-089-022-000	1.0	7	129.92
075-089-023-000	1.0	7	129.92
075-089-024-000	1.0	7	129.92
075-089-025-000	1.0	7	129.92
075-089-026-000	1.0	7	129.92
075-089-027-000	1.0	7	129.92
075-089-028-000	1.0	7	129.92
075-089-029-000	1.0	7	129.92
075-089-030-000	1.0	7	129.92
075-089-031-000	1.0	7	129.92
075-089-032-000	1.0	7	129.92
075-089-033-000	1.0	7	129.92
075-089-034-000	1.0	7	129.92
075-089-035-000	1.0	7	129.92
075-089-036-000	1.0	7	129.92
075-089-037-000	1.0	7	129.92
075-089-038-000	1.0	7	129.92
075-089-039-000	1.0	7	129.92
075-089-040-000	1.0	7	129.92
075-089-041-000	1.0	7	129.92
075-089-042-000	1.0	7	129.92
075-089-043-000	1.0	7	129.92
075-089-044-000	1.0	7	129.92
075-089-045-000	1.0	7	129.92
075-089-046-000	1.0	7	129.92
075-089-047-000	1.0	7	129.92
075-089-048-000	1.0	7	129.92
075-089-049-000	1.0	7	129.92
075-089-050-000	1.0	7	129.92
075-089-051-000	1.0	7	129.92

APN	EDUs	Zone	Charge
075-089-052-000	1.0	7	129.92
075-089-053-000	1.0	7	129.92
075-089-054-000	1.0	7	129.92
075-089-055-000	1.0	7	129.92
075-089-056-000	1.0	7	129.92
075-089-057-000	1.0	7	129.92
075-089-058-000	1.0	7	129.92
075-090-001-000	1.0	7	129.92
075-090-002-000	1.0	7	129.92
075-090-003-000	1.0	7	129.92
075-090-004-000	1.0	7	129.92
075-090-005-000	1.0	7	129.92
075-090-006-000	1.0	7	129.92
075-090-007-000	1.0	7	129.92
075-090-008-000	1.0	7	129.92
075-090-009-000	1.0	7	129.92
075-090-010-000	1.0	7	129.92
075-090-011-000	1.0	7	129.92
075-090-012-000	1.0	7	129.92
075-090-013-000	1.0	7	129.92
075-090-014-000	1.0	7	129.92
075-090-015-000	1.0	7	129.92
075-090-016-000	1.0	7	129.92
075-090-017-000	1.0	7	129.92
075-090-018-000	1.0	7	129.92
075-090-019-000	1.0	7	129.92
075-090-020-000	1.0	7	129.92
075-090-021-000	1.0	7	129.92
075-090-022-000	1.0	7	129.92
075-090-023-000	1.0	7	129.92
075-090-024-000	1.0	7	129.92
075-090-025-000	1.0	7	129.92
075-090-026-000	1.0	7	129.92
075-090-027-000	1.0	7	129.92
075-090-028-000	1.0	7	129.92
075-090-029-000	1.0	7	129.92
075-090-030-000	1.0	7	129.92
075-090-031-000	1.0	7	129.92
075-090-032-000	1.0	7	129.92
075-090-033-000	1.0	7	129.92
075-090-034-000	1.0	7	129.92
075-090-035-000	1.0	7	129.92
075-090-036-000	1.0	7	129.92
075-090-037-000	1.0	7	129.92
075-090-038-000	1.0	7	129.92
075-090-039-000	1.0	7	129.92
075-090-040-000	1.0	7	129.92
075-090-041-000	1.0	7	129.92
075-090-042-000	1.0	7	129.92

APN	EDUs	Zone	Charge
075-090-043-000	1.0	7	129.92
075-090-044-000	1.0	7	129.92
075-090-045-000	1.0	7	129.92
075-090-046-000	1.0	7	129.92
075-090-047-000	1.0	7	129.92
075-090-048-000	1.0	7	129.92
075-090-049-000	1.0	7	129.92
075-090-050-000	1.0	7	129.92
075-090-051-000	1.0	7	129.92
075-090-052-000	1.0	7	129.92
075-090-053-000	1.0	7	129.92
075-090-054-000	1.0	7	129.92
075-090-055-000	1.0	7	129.92
075-090-056-000	1.0	7	129.92
075-090-057-000	1.0	7	129.92
075-090-058-000	1.0	7	129.92
075-090-059-000	1.0	7	129.92
075-090-060-000	1.0	7	129.92
075-090-061-000	1.0	7	129.92
075-090-063-000	1.0	7	129.92
Total:	**183.0**		**$23,775.36**
074-018-052-000	1.0	8	$88.00
074-018-055-000	1.0	8	88.00
074-018-056-000	1.0	8	88.00
074-018-057-000	1.0	8	88.00
074-018-058-000	1.0	8	88.00
074-018-059-000	1.0	8	88.00
074-018-060-000	1.0	8	88.00
Total:	**7.0**		**$616.00**

*Total may differ from budget due to rounding.

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

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolutions** – Crossroads Landscape & Lighting District:

1) Resolution of the City Council of the City of Riverbank, California Initiating Proceedings for the Annual Levy of Assessments for the Crossroads Landscaping and Lighting District for Fiscal Year 2020/2021.

2) Resolution of the City Council of the City of Riverbank, California for the Crossroads Landscape and Lighting District Declaring its Intention to Levy Annual Assessments for Fiscal Year 2020/2021.

3) Resolution of the City Council of the City of Riverbank, California for Preliminary Approval of the Annual Levy Report for the Crossroads Landscaping and Lighting District for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Crossroads Landscaping and Lighting District for Fiscal Year 2020/2021.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 2001 and is levied annually pursuant to the 1972 Act and in compliance with the California Constitution, Article XIIID, Section 4. (Enacted by the passage of Proposition 218 in November 1996). The landscape maintenance, capital improvements, and street lighting associated with specific areas that provide a special benefit to the properties within those areas are grouped into Zones 1, 2, and 3. Subsequently Zone 4 was established in 2003 in connection with several new residential developments within the District. There are currently no assessments for Zone 3.

The Engineer's Annual Levy Report for Fiscal Year 2020/2021 has been prepared in accordance with the privisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportinate to the parcel's special benefit zones. The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Crossroads Landscaping and Lighting District for Fiscal Year 2020/2021.

The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

There is a slight increase to the District Benefit and Zone's 1, 2 & 4. This increase is due to the increased maintenance of the matured landscaping. The increase allows the maintenance to be covered without dipping into the reserves.

The annual assessments for parcels in the Crossroads Landscape and Lighting District for Fiscal Year 2020/2021 are as follows:

	FY 19/20	FY 20/21	Change in Assessment
District Benefit:	$92.13	$98.58	$ 6.45
Zone 1:	$20.23	$21.64	$ 1.41
Zone 2:	$30.01	$32.11	$ 2.10
Zone 3:	$ 0.00	$ 0.00	$ 0.00
Zone 4:	$25.37	$27.15	$ 1.78

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (3) Resolutions
2. Engineer's Annual Levy Report Crossroads Landscaping and Lighting District Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Crossroads Landscaping and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") that provides for levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 Engineer's Annual Levy Report: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed Improvements and Any Substantial Changes in Existing Improvements: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:	**APPROVED:**
______________________________	______________________________
Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk	**Mayor**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR THE CROSSROADS LANDSCAPE AND LIGHTING DISTRICT DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Crossroads Landscaping and Lighting District (hereinafter referred to as the "District"), and initiated proceedings for Fiscal Year 2020/2021 pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT PURSUANT TO *CHAPTER 3, SECTION 22624* OF THE ACT AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements for Fiscal Year 2020/2021.

Section 2 Description of Improvements and Any Substantial Changes Proposed: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances, and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Annual Levy Report, as ordered by previous Resolution, provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

Section 3 Boundaries and Designation: The District consists of all parcels located in the Crossroads Specific Plan, which covers approximately five hundred eighty-five (585) acres in the southwest region of the City. The District is generally located, South and West of the MID Main Canal centerline, east of the centerline of Oakdale Road; and, north of the centerline of Claribel Road. The territory is within the City of Riverbank, within the County of Stanislaus, State of California. The proposed district is designated as:

"Crossroads Landscaping and Lighting District"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible at a regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") for the district known and designated as the Crossroads Landscaping and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereinafter referred to as the "Act"); and

WHEREAS, there has now been presented to this City Council the Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied on a preliminary basis that the assessments have been spread in accordance with the benefits received from the improvements, maintenance, operation, and services to be performed within each Zone as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 That the above recitals are all true and correct.

Section 2 That the Report as presented consists of the following:

a. A Description of Improvements
b. The Annual Budget (Costs and Expenses of Maintenance, Operations, and Services)
c. A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Dwelling Unit

Section 3 The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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: Engineer's Report – Annual Levy Report for Crossroads Landscape and Lighting District for FY 2020-2021

City of Riverbank

Crossroads Landscaping and Lighting District

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

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WILLDAN

AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Crossroads Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and proposed assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

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INTRODUCTION

Pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), and in compliance with the provisions of the *California State Constitution, Article XIIID* (hereafter referred to as the "Constitution" or "Proposition 218"), this Engineer's Report (hereafter referred to as "Report") has been prepared as required pursuant to Chapter 3, Section 22622 of the 1972 Act, in connection with the proceedings required for the annual levy of assessments for the district designated as:

Crossroads Landscaping and Lighting District

(hereafter referred to as "District"). This Report has been prepared and presented to the City Council of the City of Riverbank (hereafter referred to as "City"), County of Stanislaus, State of California, for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for Fiscal Year 2020/2021. In conjunction with this Report, the City Council proposes to levy and collect the annual assessments described herein on the County tax rolls, to provide ongoing funding for the costs and expenses required to service and maintain the landscaping and lighting improvements associated with and resulting from the development of properties within the District. Each fiscal year, utilizing the historical and estimated costs to maintain the improvements that provide special benefit to properties within the District, the City establishes the District's assessments. The costs of the improvements and the proposed annual assessments budgeted includes the estimated expenditures, deficits, surpluses, revenues, and reserve fund balances determined to be necessary to provide the improvements that are of special benefit to properties within the District. Each parcel is assessed proportionately for only those improvements and expenses for which it has been determined that the parcel receives special benefit.

This Report describes the District and changes to the District including modifications to the improvements or organization (zones of benefit), and the proposed budgets and assessments applicable for Fiscal Year 2020/2021. The maintenance, operation and servicing of the improvements associated with specific areas of the District that provide a special benefit to the properties within those areas are grouped into benefit zones that are identified in this District as Zones. These Zones identify the properties within various regions of the District that incorporate the undeveloped properties, commercial developments or residential subdivisions that benefit from specific improvements that were installed in connection with the development of those properties or directly benefit those properties. While many of the improvements provide special benefits to only the properties within a particular Zone, some improvements are associated with all properties within the District and were installed as part of the overall development of properties within the District and are considered a regional special benefit. The costs of providing the regional improvements are proportionately shared by all assessed properties, while the Zone specific improvements are proportionately shared by only the properties within that

Zone. Each parcel's annual assessment is therefore a combination of their proportional share of the regional improvements and their proportional share of their Zone improvements.

This Report has been prepared in accordance with the provisions of the 1972 Act and describes the District and assessments proposed for Fiscal Year 2020/2021 including

- A general description of the District including any modifications to the District structure, annexation of territory to the District or property development that facilitates any changes to the boundaries of the District or Zones therein;
- A description of the proposed improvements for the fiscal year including any substantial changes or expansion of the improvements or services;
- The method of apportionment used to calculate each parcel's respective special benefit;
- Financial information for the fiscal year including the district budgets that incorporate all anticipated maintenance expenditures, incidental expenses and fund balances including any deficits or surpluses from the previous fiscal year and any authorized reserve funds to establish the proposed annual assessments for each parcel within the District proportionate to each parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District and assessments for that fiscal year. Upon approval of the assessments by the City Council, the assessments for Fiscal Year 2020/2021 shall be submitted to the Stanislaus County Auditor/Controller for inclusion on the property tax roll for each parcel.

A. Legislative Authority

The District was formed in 2001 and is annually levied pursuant to the 1972 Act and in compliance with the *California Constitution, Article XIIID, Section 4*. (Enacted by the passage of Proposition 218 in November 1996). Accordingly, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels and the assessments and assessment range formula described in this Report have been or shall be approved by the property owners through a property owner protest ballot proceeding. The maximum assessments including the assessment range formula for the Regional (District-wide) improvements as well as Zones 1, 2 and 3 were approved by the property owners when the District was formed. Subsequently, Zone 4 was established in March 2003 in connection with several new residential developments within the District and those property owners approved the assessments associated with the Zone's improvements.

Pursuant to the provisions of the California Constitution, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIIID, Section 4*, including a property owner protest proceeding (property owner assessment balloting). This Report consists of five (5) parts:

Part I

Plans and Specifications: Provides an overall description of the District and the improvements to be provided within said District and the zones of benefit ("Zones") therein. The District Zones are based on the various improvements and services that provide a special benefit to each property within the District.

Part II

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. The Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings.

Part III

District Budget: An estimate of the annual costs to maintain and service the improvements installed and constructed as part of the development of properties within the District. The maximum assessments and assessment range formula established for this District was originally based on the development plans and estimated annual cost and expenses associated with the proposed improvements and developments at build-out. The proposed assessments to provide the improvements for Fiscal Year 2020/2021 are based on the estimated net annual cost of operating and maintaining the District improvements for the year.

Part IV

District Diagram: A Diagram showing the boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the calculated assessments for each parcel as required pursuant to the provisions of the California Constitution. Said assessments represents each parcel's proportional amount of the improvement costs for Fiscal Year 2020/2021 based on the estimated net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I — PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of all lots, parcels and subdivisions of land located in the development area known as the "Crossroads Specific Plan." The Crossroads Specific Plan/District covers approximately five hundred eighty-two (582) acres in the southwest region of the City. The District is generally located:

- South and West of the MID Main Canal centerline;
- East of the centerline of Oakdale Road; and,
- North of the centerline of Claribel Road.

The District currently includes approximately

- Three hundred forty-two (342) acres of low/medium density single-family residential housing currently subdivided or being subdivided, representing two thousand fourteen (2,014) residential units;
- Sixty-five (65) acres of commercial development or planned commercial development in the southwest section of the District;
- Thirty-five (35) acres of undeveloped land identified for Public/Quasi-Public/Commercial development or possible residential development; and
- One hundred forty (140) acres of streets, easements, open space and public lands.

A listing of all parcels within the District is provided in the Assessment Roll contained in Part V of this Report.

All improvements to be acquired, maintained and serviced in the District directly result from the development of properties within the Crossroads Specific Plan. They consist of parkway and median landscaping, street lighting, traffic signals, parks, trails, open space areas and appurtenant facilities. All the improvements to be funded by District assessments are public improvements within the District boundaries or adjacent public areas and right-of-ways constructed and installed as part of the development plans and agreements required and/or necessary to enhance the special benefits to each lot, parcel and subdivision therein. Properties within the District are grouped into zones of benefit ("Zones") based on their proximity and benefit from the various improvements provided by the District. Each Zone incorporates specific improvements that are associated with the properties in that Zone and the annual cost of providing those improvements are proportionately shared by the properties in that Zone. These Zones are discussed in more detail later in this section of the Report.

B. Description of Improvements and Services

Improvements Authorized by the 1972 Act

As generally defined by the Landscape and Lighting Act of 1972 and applicable to this District, improvements and the associated assessments may include one or more of the following:

1. The installation or planting of landscaping;
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities;
3. The installation or construction of public lighting facilities including but not limited to street lights and traffic signals;
4. The installation of park or recreational improvements including but not limited to all of the following:
   a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage;
   b. Lights, playground equipment, play courts, and public restrooms;
   c. The acquisition of land for park, recreational, or open-space purposes;
5. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
6. The acquisition of any associated existing improvement;
7. The maintenance or servicing of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including, but not limited to:
   a. Repair, removal, or replacement of all or any part of any improvements;
   b. Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
   c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
   d. The removal of trimmings, rubbish, debris, and other solid waste;
   e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
   f. Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
   g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements;

8. Incidental expenses associated with the improvements including, but not limited to:
   a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
   b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
   c. Compensation payable to the County for collection of assessments;
   d. Compensation of any engineer or attorney employed to render services;
   e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
   f. Costs associated with any elections held for the approval of a new or increased assessment.

Overall District Improvements

The purpose of the District is to ensure the ongoing maintenance, operation and servicing of public landscaped areas and street lighting improvements within the District boundaries installed in connection with the development of properties within the Crossroads Specific Plan. These improvements may include but are not limited to all materials, equipment, utilities, labor, appurtenant facilities and incidental expenses related to those improvements. The improvements to be maintained and funded entirely or partially through the District assessments generally include the following:

- Parkway, median and traffic circle landscaping on the arterial and collector streets within the District boundaries;
- Parkway and perimeter landscaping associated with individual properties or developments including perimeter fencing, retaining walls, entryways, monuments; or similar improvements associated with the properties or specific developments within the District;
- Natural and passive parks, trails, open space areas, and landscape reserve areas that are maintained and/or abated;
- Active parks including all landscaping, lighting, equipment and facilities (i.e., playgrounds, tot-lots, ball fields, restrooms, sidewalks, landscaped areas and greenbelts);
- Public lighting facilities including street lighting, traffic signals, lighting within all parks and other public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received. The Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act and the provisions of the Constitution.

Regional — District-wide Benefit Improvements

In reviewing the overall improvements within the District as they currently exist and as outlined in the Crossroads Specific Plan, it has been determined that many of the District's improvements including various parks, trails, traffic signals, and arterial landscaping and street lighting provide a direct and special benefit to all properties within the District and are considered "Regional" (District-wide) improvements and the cost of providing these improvements shall proportionately be shared by all assessed parcels within the District in the fiscal year that the improvements are installed or accepted for maintenance by the City. To the extent that any portion of these improvements may be considered general benefit, that portion of the improvement costs is not assessed to the properties within the District. The following improvements have been identified as Regional improvements for the District:

Public Street Lighting: Public street lighting on the District's arterial and collector streets as well as various other public areas are included and funded by the regional assessments established for the District and may include, but is not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with:

- All public street lights and appurtenant facilities located on the arterial streets and a portion of the collector streets within the District including but not limited to Oakdale Road, Claribel Road, Roselle Avenue, Morrill Road, Crawford Road, Chancellor Way, Homewood Way, Prospectors Parkway and Squire Wells Way. (A portion of the street lighting costs associated with some of the collector streets listed above are also identified and allocated as Zone specific benefits.);
- Traffic signals, safety lighting at intersections, and other lighting facilities within public areas such as the trails and parks within the District that was necessary for development of properties within the District.

Median Landscaping: Median island landscaping on the arterial and primary collector streets including the traffic circles within the District are included and funded by the regional assessments established for the District and may include, but is not limited to ground cover, shrubs, trees, monuments, hardscape amenities, ornamental structures, and irrigation and drainage facilities identified as:

- The three (3) designated traffic circles, two located on Chancellor Way and one on Crawford Road with an estimated 78,890 square feet of landscaped area (1.81 acres) including significant turf and high density landscaping and amenities.
- Center medians on Crawford Road between Oakdale Road and Roselle Avenue, totaling approximately 2,360 linear feet and an estimated 33,040 square feet of landscaped area (0.76 acres);

- Center medians on Oakdale Road between Morrill Avenue and the Business Park Entryway, totaling approximately 2,500 linear feet and an estimated 30,000 square feet of landscaped area (0.69 acres); and;
- Center medians on Roselle Avenue between Crawford Road and Claribel Road, and Roselle Entryway, totaling approximately 1,580 linear feet at an estimated 18,960 square feet of landscaped area (0.44 acres).

Parkway Landscaping Parkway (street right-of-way) landscaping on the primary access streets within the District are included and funded by the regional assessments established for the District and may include, but is not limited to ground cover, shrubs, trees, hardscape amenities, irrigation and drainage facilities, entryway monuments, sidewalks, and block walls, or other fencing within the public right-of-way or landscape easements identified as:

- Landscape reservation areas on the north side of Claribel Road between Oakdale Road and Roselle Avenue that includes or will include:
    - Approximately 4,200 linear feet of low density landscaping totaling an estimated 50,400 square feet (1.16 acres);
    - An estimated 80 to 100 trees; and
    - Approximately 10,000 square feet of sidewalk and hardscape amenities.
- Landscape parkway areas on the east side of Oakdale Road between the MID Main Canal extending south to the Business Park Entryway that includes or will include:
    - Approximately 4,210 linear feet of moderate density landscaping, an estimated 22,100 square feet (0.51 acres);
    - An estimated 100 to 150 trees; and
    - Approximately 23,000 square feet of sidewalk and hardscape amenities.
- Landscaped parkway areas on both the east and west sides of Roselle Avenue from a point 500' north of Claribel Road, north to the MID Main Canal (District Boundary) that includes or will include:
    - Approximately 4,230 linear feet of high density landscaping on each side of Roselle Avenue, totaling an estimated 21,000 square feet (0.5 acres);
    - An estimated 100 to 200 trees; and
    - Approximately 16,000 square feet of sidewalk and hardscape amenities.
- Landscape parkway areas on Morrill Road between the MID Main Canal extending west approximately 244 feet to a point midway between Homewood Court and Huntley Court totaling approximately 2,570 square feet of landscaping (0.059 acres);

Trails and Bike Paths: Within the District (The Crossroads Specific Plan) there is over 33,500 linear feet of trails and bike paths encompassing approximately 300,000 square feet of surface area that are included and funded by the regional assessments established for the District. In most areas these trails and pathways are surrounded by large areas of landscaping as much as seventeen square feet of landscaped area for every linear foot of trail. The trail system may include, but is not limited to turf, ground cover, shrubs, trees, natural vegetation, irrigation and drainage facilities, various trail and bike path surfaces, concrete sidewalks, lighting, fencing, rest areas, ornamental structures, signs, and various hardscape amenities. These trail and pathway areas are generally identified as:

- Claribel Road bike path area located between Oakdale Road and Roselle Avenue that includes:
  - Approximately 5,200 linear feet of low density landscaping, an estimated 23,000 square feet of landscaped area;
  - An estimated 80 to 150 trees; and
  - Approximately 52,000 square feet of bike paths and hardscape amenities.
- The trail area along the MID Lateral # 6 canal that includes:
  - Approximately 16,000 linear feet of moderate density landscaping, an estimated 240,000 square feet of landscaped area;
  - An estimated 200 to 400 trees;
  - Approximately 128,000 square feet of trail and hardscape amenities; and
  - An estimated 32,000 linear feet of fencing associated with the trail and landscaped areas.
- The trail area adjacent to the MID Main Canal between Claribel Road and Morrill Road includes:
  - Approximately 4,800 linear feet of moderate density landscaping, an estimated 72,000 square feet of landscaped area;
  - An estimated 80 to 150 trees;
  - Approximately 38,400 square feet of trail and hardscape amenities; and
  - An estimated 4,800 linear feet of fencing associated with the trail and landscaped areas.
- The Oakdale Road bike path area located between Morrill Avenue and Claribel Road on the east side of Oakdale Road that includes:
  - Approximately 4,900 linear feet of low density landscaping, an estimated 9,800 square feet of landscaped area;
  - Approximately 49,000 square feet of bike path and hardscape amenities.

Pedestrian Connection Sites: Within the District there are fifteen (15) pedestrian connection sites that provide pedestrian access from various residential developments to the trail system or the arterial or collector streets within the District. While these pedestrian connection sites are within specific residential subdivisions, these connection sites provide pedestrian access to more than just the parcels within those subdivisions and are therefore included and funded by the regional assessments established for the District. These pedestrian connection sites include:

- Pedestrian Connection on Clock Tower Court east of Oakdale Road, south of Crawford parkway consisting of approximately 1,220 square feet of landscaped improvement area.
- Nine Cul-de-sac pedestrian connection points along the MID Lateral #6 trail at Blazer Court, Feather Court, Mayberry Court, Haystack Court, Horsetail Falls Court, Winding River Court, Gold River Court, Riverbed Court, and Coolwater Court; consisting of approximately 1,440 square feet of landscaped improvement area and 450 square feet of sidewalk area.
- Four Cul-de-sac pedestrian connection points on the south side of Crawford Road at Silvervale Court, Etherington Court, Medallion Court, and Clamistake Court; consisting of approximately 640 square feet of landscaped improvement area and 200 square feet of sidewalk area.
- One Cul-de-sac pedestrian connection point on the south side of Morrill Road at Homewood Court consisting of approximately 160 square feet of landscaped improvement area and 50 square feet of sidewalk area.

Miscellaneous Landscape Area: Within the District there are various landscaped areas that are included and funded by the regional assessments established for the District these landscaped areas include:

- Landscaping surrounding the water tank between the MID Main Canal and Saxon Way that has approximately 1,200 square feet of landscaped area, 350 linear feet of walls and 220 linear feet of fencing.
- Landscaped area associated with the Black Sands Creek Way Drainage Channel located northwest of the MID Lateral # 6 Canal and east of Roselle. This area includes approximately 47,560 square feet of landscaping and approximately 45 trees.

Parks and Open Space Areas: Within the District (The Crossroads Specific Plan) there is approximately thirty acres of park/open space. The park/open space improvements within the District were designed to provide a wide range of recreational opportunities as well as large areas of open space and green belts throughout the District. These areas may include, but are not limited to turf, ground cover, shrubs, trees, natural vegetation, ball fields, various courts, restroom facilities, play equipment, picnic areas, tot lots, lighting, ornamental structures, irrigation and drainage facilities, and various hardscape amenities. There are three primary park locations within the Crossroads Specific Plan.

- A Community Park, named Silva Park, includes over nine acres of parkland in the northwest region of the District located at Novi Drive and Chancellor Way. The park design consists of dense shrub areas, numerous trees, large turf areas and ball fields as well as other recreational facilities totaling an estimated 370,260 square feet of landscape improvements. Although this park is located well within the boundaries of the District, it is considered a Community Park and as such, will likely be utilized by property owners outside the District on a regular basis, however since the park is in the middle of the Crossroads, and utilized mostly by residents of the Crossroads, only a small portion of this park's maintenance and operation costs has been identified as a general benefit and is not assessed to property owners within the District. (It has been determined that up to a third of this park's total maintenance cost is considered general benefit).

- Neighborhood Parks: There are approximately twenty-one acres of land that have been completed as neighborhood parks. The neighborhood parks were specifically planned for the use and benefit of properties within the District. There are two primary neighborhood parks located within the District boundaries to optimize their use by the property owners. One park is located near the MID Main Canal trail system in the northeast region of the District and the other park is located just north of the Hetch Hetchy right-of-way in the southeast region of the District, which is also accessible by the trail system. The two neighborhood parks include approximately 914,760 square feet of landscaping that includes various types of landscape amenities ranging from natural non-irrigated open space area to large turf areas.

Local Benefit Improvements (Zone Specific)

The establishment of benefit zones is often necessary to equitably apportion the cost of the District improvements to those properties that receive special benefits from various improvements. Although several of the improvements installed and maintained within the District provide a direct and special benefit to all properties (Regional Improvements) and are assessed to all benefiting properties within the District, some improvements benefit only certain subdivision, parcels or regions of the District and are typically installed as part of developing properties in those areas.

Improvements such as perimeter landscaping (non-arterial landscaping), perimeter fencing and residential street lighting are typically associated with specific subdivisions or properties and provide special benefits to only those properties (in some cases adjacent properties as well). These types of improvements are often identified as "Local" or "Tract Specific" improvements. It was determined that the cost of maintaining such improvements should be the financial obligation of the properties benefiting and the law requires that only those properties be assessed. To equitably apportion these improvement costs to only the benefiting properties, parcels within a district have been grouped into local benefit zones ("Zones"). Each of these Zones consists of specific parcels and subdivisions that benefit from similar or specific local improvements. The cost of providing local improvements within each Zone is proportionately spread to only the parcels within that Zone.

When the District was formed, the District included only a few residential subdivisions and much of the District was vacant undeveloped land. At that time, three zones of benefit were established:

- Zone 01 included parcels within the residential developments north of Morrill Road that had limited improvements (street lighting and perimeter fencing).
- Zone 02 incorporated the new residential developments south of Morrill Road, which installed tract specific street lighting and landscaping along the perimeters of these developments.
- Zone 03 incorporated the vacant undeveloped land that made up the rest of the District and because these properties had not yet developed, the Zone provided no local improvements and assessments for properties. Zone 03 consisted of only their proportional share of the costs to provide the Regional Improvements within the District.

In 2003, a significant portion of the undeveloped land was moving forward with development and Zone 04 was established to identify the improvements and properties associated with those residential developments, thus providing an appropriate allocation of the costs associated with the local landscaping and lighting improvements resulting from those developments. The following provides more specifics about the District's four local Zones:

Zone 01 is located north of Morrill Road, east of Oakdale Road, and south and west of the MID Main Canal. This Zone includes all parcels of land identified on the Tract Maps for the subdivisions known as Oak Crest Estates; Hayes No. 1; Stonebridge No. 2. These subdivisions and parcels include one hundred thirty-eight (138) single-family residential parcels, one (1) multifamily residential parcel, and one (1) quasi/non-residential parcel. In addition to Regional improvements, these properties benefit and are assessed for the following:

- The maintenance, abatement and minor repairs of the block wall (approximately 3,350 linear feet) located along the south side of the MID Main Canal adjacent to the parcels within the Zone. Maintenance and abatement may include the occasional clearing and removal of weeds, debris, rubbish, and other solid wastes within the public right-of- way next to the wall; and the cleaning, sandblasting, and painting of the wall deemed necessary to remove or cover graffiti.
- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

Zone 02 is located south of Morrill Road, east of Oakdale Road, generally north of Novi Drive and west of the MID Main Canal. This Zone includes all the residential parcels and subdivisions known as Hayes No. 2; Stonebridge at Crossroads; and Morrill Ranch. These subdivisions and parcels include three hundred seven (307) single-family residential properties. In addition to Regional improvements, these properties benefit and are assessed for the following:

- The parkway landscaping on the south side of Morrill Avenue from the northwest corner of the Morrill Ranch subdivision (Oakdale Road) east to the northeast corner of the Stonebridge at Crossroads subdivision (approximately 250 feet west of the MID Main Canal). The partially completed landscape improvement area includes:
- Approximately 2,525 linear feet of moderate density shrubs and trees, totaling an estimated 12,625 square feet;
- Approximately 1,825 linear feet of turf and trees, totaling an estimated 9,125 square feet;
- An estimated 110 to 140 trees;
- Approximately 12,700 square feet of sidewalk and hardscape amenities; and
- An estimated 3,500 linear feet of parkway fencing that is adjacent to the subdivisions on Morrill Avenue and Oakdale Road.
- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

Zone 03 currently includes all properties within the District boundaries that are not included within Zones 01, 02 or 04. The parcels within this zone are currently only assessed for their proportional share of the Regional Improvements. As properties within this Zone are developed and subdivided, they will likely be incorporated into one of the District's other local Zones or a new local Zone may be established to address their specific improvement and benefits. In either case, these changes will facilitate increased assessments for the affected properties. All such assessment increases will be subject to the substantive and procedural requirements of Article XIIID.

Zone 04 incorporates a significant portion of the residential developments within the District and generally includes all residential subdivisions south and east of Zone 02 and north of the Commercial Center. The parcels and subdivisions of Zone 04 (including the four new residential subdivisions known as the Heartlands, the Cottages, the Gables and Prospector's Court) represent one thousand six hundred eleven (1,611) single-family residential parcels, two (2) multifamily parcels, and one hundred seventeen (117) nonresidential or vacant parcels. In addition to Regional improvements, these properties benefit and are assessed for the following:

- Parkway landscaping including planting areas and turf along portions of Crawford Road and Roselle Avenue;
- Parkway landscaping (planting area, turf stamped concrete, and entryway, totaling approximately 131,534 square feet (57,110 square feet for planting area, 68,324 square feet for turf and 6,100 square feet for stamped concrete);

Entrance medians, plant and turf areas and stamped concrete on a traffic circle located on Crawford Road and turf areas on Chancellor Way roundabouts;

- Split sidewalk landscaping on the north side of Prospector Way and the east side of Saxon Way adjacent to the school/park site and on the north side of Blacksand Creek Way adjacent to Hetch Hetchy;
- Entryway monument into the District at Roselle Avenue and Oakdale Road;
- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

PART II — METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating all assessments for this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel. In addition, pursuant to *Article XIIID, Section 4* of the California State Constitution a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits may be assessed.

B. BENEFIT ANALYSIS

Each of the proposed improvements, the associated costs and assessments have been identified and allocated based on special benefit pursuant to the provisions of the Constitution and 1972 Act. All improvements provided by this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans and applicable portions of the City General Plan. As such, these improvements would be necessary and required of individual property owners and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the majority of the District improvements and the annual costs of ensuring the maintenance and operation of the improvements are considered a direct and special benefit to the properties within the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from specific improvements. The desirability and security of properties is enhanced by the presence of street lighting, well maintained landscaping, parks and open space areas in close proximity to those properties.

Special Benefits

The special benefits associated with all landscaping, parks, trails and open space improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, parks, trails, open space areas and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Enhanced quality of life and recreational opportunities through well maintained recreational facilities, equipment, green belts and trails.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and streets.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal act and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.

- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefit

The costs associated with a specific improvement that is considered a benefit to properties outside the District or to the public at large have been identified as general benefit and is not included in the District's annual assessments. In making this determination it should be noted that parkway; perimeter landscaping and interior landscaping throughout the City is provided and maintained by individual property owners, associations or another assessment district. The City does not typically maintain these types of improvements from General Fund Revenues and like similar improvements within the City, the ongoing maintenance of these improvements are clearly a special benefit to the properties associated with those improvements. However, due to either their location or purpose, it has been determined that portions of the improvement costs associated with the Community Park, traffic signals and medians along Oakdale Road provide not only a special benefit to properties within this District, but also provide a general benefit to the residents and property owners in the City as a whole. The determination of the amount of each improvement cost that is considered general benefit is based on different factors. General benefit costs for the Community Park (shown as General Benefit in the District Budget) have been determined based on an estimated service area as well as the availability of similar improvements in the City. For traffic signals and median landscaping, the allocation of special benefit cost versus general benefit costs is based on both the location of the improvements in relation to other properties in the area and estimated traffic circulation.

C. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The net amount to be assessed upon parcels within the District for each improvement or type of improvement or service is apportioned among only those parcels that benefit from the particular improvement in proportion to a weighted special benefit calculation that equates each parcel's special benefits as compared to other parcels in the District that benefit from those same improvements. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements, which is consistent with the provisions of the 1972 Act and *Article XIIID, Section 4* of the Constitution.

Equivalent Dwelling Units:
To assess benefits equitably, it is necessary to relate the different type of parcel development to each other. The Equivalent Dwelling Unit method of assessment

apportionment uses the single-family home site as the basic unit of benefit and assessment. Each single-family home site is assigned one (1.0) Equivalent Dwelling Unit ("EDU"). All other land uses within the District are assigned a weighted EDU that equates the property's specific development status, type of development (land use), and size (acres or units) to that of a single-family home site. The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel is apportioned as a function of land use type, size and development.

EDU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EDU per lot or parcel. This is the base value that all other land use types are compared and weighted against the special benefit received by the Single Family Residence, (i.e. 1.0 EDU).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or is part of a development that is considered multiple-unit complex. This land use is assessed 0.75 EDU per unit. (Currently this land use is applicable to only the new development known as Prospector's Court)

Planned-Residential Development — This land use is defined as any property not fully subdivided with a specific number of proposed single-family residential units or multi-family residential units to be developed on the parcel. This land use type is assessed at 1.0 EDU per planned single-family residential lot and or 0.75 EDU per multi-family residential unit.

Undefined Vacant Land — This land use is defined as property that is currently identified as vacant land, that is not actively being developed and/or is not directly adjacent to or associated with existing District improvements and infrastructure. This land use designation typically identifies rural vacant land. This land use is assessed at 1.0 EDU per parcel regardless of the size of the parcel.

Defined-Planned Vacant Land — This land use is defined as property that is currently identified as vacant land, but is either actively being developed and/or is directly adjacent to or associated with existing District improvements and infrastructure. This land use designation may include undeveloped residential or commercial properties that are part of an overall development plan. This land use is assessed at 1.0 EDU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EDU. Parcels over 50 acres are assigned a maximum of 50 EDU.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EDU per acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EDU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use — This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include but is not limited to golf courses, commercial parking lots or commercial properties that less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EDU per acre. Similar to commercial properties, there is no maximum acreage cap for this land use, but parcels less than 0.5 acres, are assigned a minimum 1.0 EDU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.00 EDU. This land use classification may include but is not limited to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways, public greenbelts and parkways; utility rights-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed, park properties and other publicly owned that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Dwelling Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EDU.

Property Type	EDU	Multiplier
Single Family Residential	1	Per Unit/Lot/Parcel
Multifamily Residential	0.75	Per Unit
Planned-Residential Development	1	Per Planned Single Family Unit
	0.75	Per Planned Multi-Family Unit
Undefined Vacant Lot	1	Per Parcel
Defined Planned Vacant Lot	1	Per Acre
Developed Commercial	4	Per Acre
Recreational or Limited Commercial Use	2	Per Acre
Exempt	0	Per Parcel

Land Use Codes and Equivalent Dwelling Units

The benefit formula applied to parcels within the District is based on the preceding discussion of Equivalent Dwelling Units and the table above. Each parcel's EDU correlates the parcel's special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel's EDU (proportional benefit).

Parcel Type EDU x Acres or Units = Parcel's EDU

The total number of EDU's is the sum of all individual EDU's applied to parcels that receive a special benefit from the District improvements. An assessment rate per EDU ("Rate") is established by taking the "Balance to Levy" established for each Zone of the District (including the Regional Improvements) and dividing the total EDU's of all parcels benefiting from those improvements. This calculated "Rate per EDU" is then applied back to each parcel's assigned EDU to determine the parcel's proportionate benefit and assessment obligation for the improvement.

Total Balance to Levy / Total EDU = Rate per EDU
Rate per EDU x Parcel EDU = Parcel Levy Amount

The formulas described in the preceding description of calculating each parcel's Levy Amount is applied separately for both Regional (District-wide) Benefits and the Zone Benefits applicable to each parcel. The combined amount of the Regional and Zone assessment is the parcel's annual assessment amount (Levy) that will be submitted to the County for inclusion on the property tax roll.

D. ASSESSMENT RANGE FORMULA

Any new or increase in assessments require certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Brown Act defined the definition of "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through SB919 (Proposition 218 implementation statutes).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Generally, if the proposed annual assessment (levy per unit or rate) for the current fiscal year is less than or equals to the "Maximum Assessment" (or "Adjusted Maximum Assessment"), then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment for all assessments in this District is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

- Beginning in Fiscal Year 2002/03 and each fiscal year thereafter, the Maximum Assessment will be recalculated annually.
- The new adjusted Maximum Assessment for the year represents the prior year's Maximum Assessment adjusted by three percent (3.0%).
- The Maximum Assessment is adjusted each year independent of the annual assessment calculation. While the actual amount assessed may fluctuate each year, the maximum will continue to be increased by 3%, and in any given year the assessment may be applied at the Maximum Assessment.

Any proposed annual assessment (rate per EDU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year. The City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer's Annual Report.

Although the Maximum Assessment will increase each year, the actual assessment may remain virtually unchanged. If the budget and assessments for the fiscal year does not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and the assessment may be approved by the City Council without a property owner balloting. If the budget and the assessments calculated requires an assessment greater than the adjusted Maximum Assessment, the assessment would be considered an assessment increase and to impose such an increase the City must comply with the provisions of *Article XIIID, Section 4(c)* of the Constitution, which requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners through the balloting process must approve the proposed assessment increase before it can be imposed. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

PART III — DISTRICT BUDGETS

The following summarizes the District's adjusted Maximum Assessment Rates for Fiscal Year 2020/2021:

- The Maximum Assessment Rate for District-Wide Improvements is $257.81/EDU.
- The Maximum Assessment Rate for Zone 01 Improvements is $84.26/EDU.
- The Maximum Assessment Rate for Zone 02 Improvements is $93.30/EDU.
- The Maximum Assessment Rate for Zone 03 Improvements is $0.00/EDU.
- The Maximum Assessment Rate for Zone 04 Improvements is $96.38/EDU.

The Total Adjusted Maximum Assessment Rate applicable to parcels in each Zone is as follows:

- Zone 01 $342.07 ($257.81+$84.26)
- Zone 02 $351.11 ($257.81+$93.30)
- Zone 03 $257.81 ($257.81+$0.00)
- Zone 04 $354.19 ($257.81+$96.38)

The following page outlines the Crossroads Landscaping and Lighting District's proposed budget and assessments for Fiscal Year 2020/2021. The budget identifies the estimated expenses and cost allocation of the improvements for each of the District's Zone improvements to establish the proposed District assessments for Fiscal Year 2020/2021.

The Capital Improvement Project (CIP) fund is used to upgrade certain improvements within the District. These improvements have a useful life of five years or more and include:

- Roundabout improvements on Antique Rose Way
- Install benches, shade structures and playground improvements within Silva Community Park
- Install benches along the park trail
- Install shade structures within the Neighborhood Park
- Repair to sidewalks along Crawford Road
- Installation of benches along the basin on Homewood Way.
- Install public bathroom within the Neighborhood Park.
- Removal of trees and asphalt repairs

District Budget Fiscal Year 2020/2021

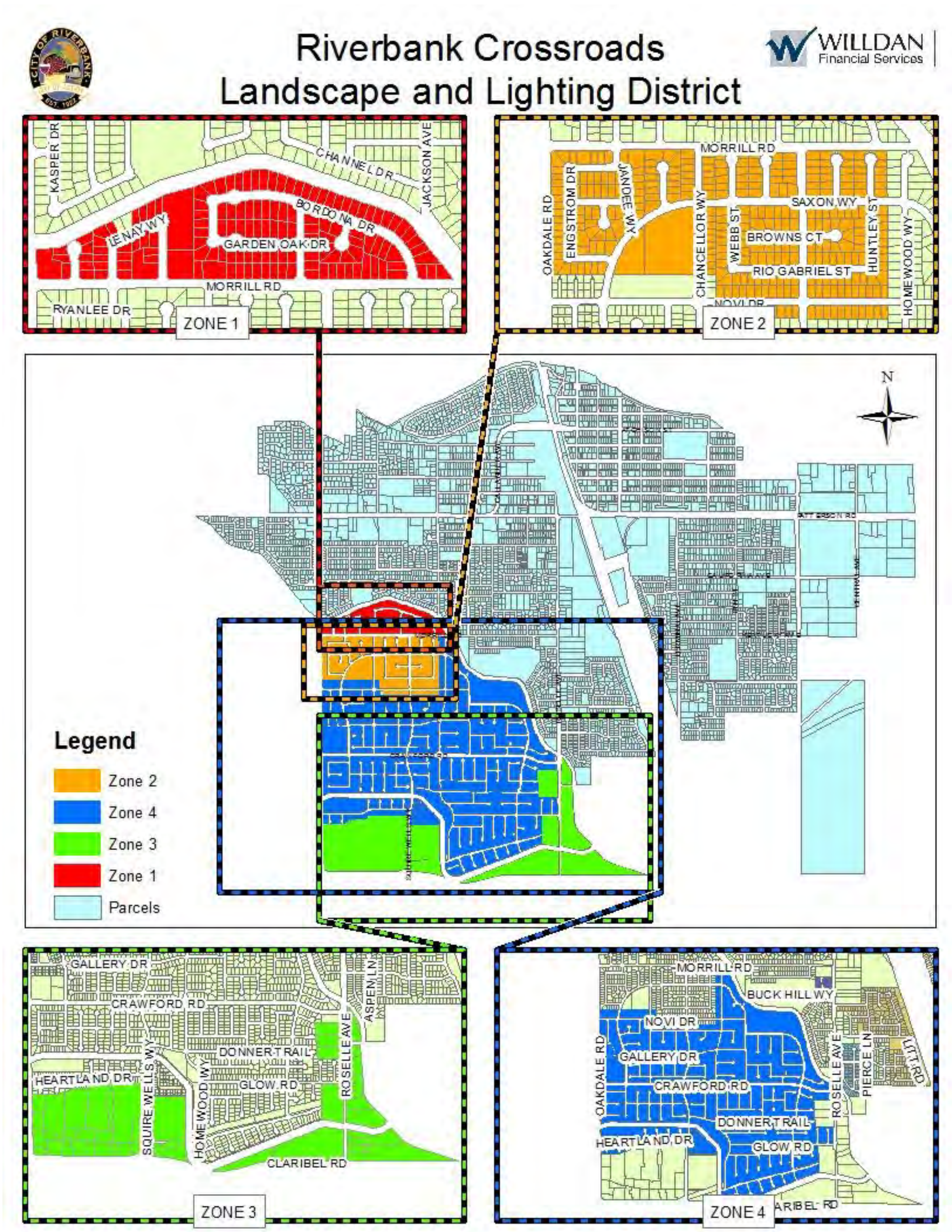
BUDGET ITEM	General Benefit	District Benefit	Zone 1	Zone 2	Zone 3	Zone 4	Total Budget
DIRECT COSTS							
Parkway Landscape Maintenance	$0	$3,082	$0	$3,604	$0	$24,314	$31,000
Median/Traffic Circle Maintenance	636	4,683	0	0	0	681	6,000
Trail Landscape Maintenance	0	8,520	0	0	0	0	8,520
Park/Open Space Landscape Maintenance	7,335	29,339	0	0	0	826	37,500
Drainage Channel Maintenance	0	0	0	0	0	10,000	10,000
Pedestrian Connection	0	0	0	0	0	600	600
Landscape Reserves/Weed Abatement	0	0	0	0	0	0	0
Repairs/Abatement	0	70,153	2,886	4,319	0	0	77,358
Landscape	0	1,500	0	1,000	0	2,500	5,000
Utilities	0	41,845	0	0	0	0	41,845
Neighborhood Park Maintenance	0	45,000	0	0	0	0	45,000
Miscellaneous/Materials/Equipment	0	0	0	0	0	0	0
Street Light Maintenance	49	208	125	220	0	1,398	2,000
Capital Expenditure	0	0	0	0	0	0	0
Direct Costs Subtotal	**$8,020**	**$204,330**	**$3,011**	**$9,143**	**$0**	**$40,319**	**$264,823**
ADMINISTRATION COSTS							
Personnel/Overhead/ Professional Fees	$0	$5,267	$0	$0	$0	$1,967	$7,234
Muni Admin	0	7,395	0	0	0	0	7,395
County Administration Fee	0	723	35	70	0	410	1,238
Miscellaneous Administration Expenses	0	0	0	0	0	237	237
Administrative Costs Subtotal	**$0**	**$13,385**	**$35**	**$70**	**$0**	**$2,614**	**$16,104**
LEVY BREAKDOWN							
Total Direct and Admin. Costs	**$8,020**	**$217,715**	**$3,046**	**$9,213**	**$0**	**$42,933**	**$280,927**
Reserve Fund Collection	0	16,865	213	645	0	3,005	20,728
Improvement Replacement Fund Collection	0	0	0	0	0	0	0
(Sub-Total) Levy Collection	**$8,020**	**$234,580**	**$3,259**	**$9,858**	**$0**	**$45,938**	**$301,655**
Reserve Fund Contribution	0	0	0	0	0	0	0
Capital Improvement Project Contributions	0	0	0	0	0	0	0
Contributions & Other Revenue Sources	0	0	0	0	0	0	0
(Sub-Total) Levy Reduction	0	0	0	0	0	**0**	**0**
Balance to Levy	**$8,020**	**$234,580**	**$3,259**	**$9,858**	**$0**	**$45,938**	**$301,655**
DISTRICT STATISTICS							
Total Parcels		2,218	140	307	41	1,730	
Total Parcels Levied		2,186	140	307	40	1,699	
Total Equivalent Dwelling Units (EDU)		2,379.59	150.60	307.00	229.75	1,692.24	
Levy per EDU		**$98.58**	**$21.64**	**$32.11**	**$0.00**	**$27.15**	
Maximum Levy per EDU		**$257.81**	**$84.26**	**$93.30**	**$0.00**	**$96.38**	
FUND BALANCE INFORMATION							
Reserve Fund Balance		($1,291)	($1,593)	($4,549)	$0	($3,569)	($11,002)
Reserve Fund Activity		16,865	213	645	0	3,005	20,728
Projected Ending Reserve Fund Balance		**$15,573**	**($1,379)**	**($3,904)**	**$0**	**($563)**	**$9,726**
Capital Improvement Project Fund Balance		$20,000	$0	$25,000	$0	$25,000	$70,000
Capital Expenditure/Improvement Fund Activity		0	0	0	0	0	0
Projected Ending Improvement Fund Balance		**$20,000**	**$0**	**$25,000**	**$0**	**$25,000**	**$70,000**
Total Projected Available Fund Balance		**$35,573**	**($1,379)**	**$21,096**	**$0**	**$24,437**	**$79,727**

PART V — DISTRICT DIAGRAMS

The parcels within the Riverbank Crossroads Landscaping and Lighting District consist of all lots, parcels and subdivisions of land located in the development area known as the “Crossroads Specific Plan”. The following page provides a Boundary Diagram that provides an overview of the District’s location and identifies the exterior boundaries of the District as well as the Zones within the District. Together the Boundary Diagram and the Assessment Roll contained in Part V of this Report constitute the District’s Assessment Diagram for Fiscal Year 2020/2021. Details regarding the lines and dimensions of the parcels within the District are shown on the Stanislaus County Assessor’s Parcel Maps (APN Maps) and by reference the APN Maps are made part of this Report.

MAP OF ASSESSED PARCELS WITHIN THE RIVERBANK CROSSROADS LANDSCAPING AND LIGHTING DISTRICT

CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



PART VI — 2020/2021 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of parcels assessed within this District, along with the proposed assessment amounts is included in the following pages.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-051-001-000	01	1.00	$98.58	$21.64	$120.22
075-051-002-000	01	1.00	98.58	21.64	120.22
075-051-003-000	01	1.00	98.58	21.64	120.22
075-051-004-000	01	1.00	98.58	21.64	120.22
075-051-005-000	01	1.00	98.58	21.64	120.22
075-051-006-000	01	1.00	98.58	21.64	120.22
075-051-007-000	01	1.00	98.58	21.64	120.22
075-051-008-000	01	1.00	98.58	21.64	120.22
075-051-009-000	01	1.00	98.58	21.64	120.22
075-051-010-000	01	1.00	98.58	21.64	120.22
075-051-011-000	01	1.00	98.58	21.64	120.22
075-051-012-000	01	1.00	98.58	21.64	120.22
075-051-013-000	01	1.00	98.58	21.64	120.22
075-051-014-000	01	1.00	98.58	21.64	120.22
075-051-015-000	01	1.00	98.58	21.64	120.22
075-051-016-000	01	1.00	98.58	21.64	120.22
075-051-017-000	01	1.00	98.58	21.64	120.22
075-051-018-000	01	1.00	98.58	21.64	120.22
075-051-019-000	01	1.00	98.58	21.64	120.22
075-051-020-000	01	1.00	98.58	21.64	120.22
075-051-021-000	01	1.00	98.58	21.64	120.22
075-051-022-000	01	1.00	98.58	21.64	120.22
075-051-023-000	01	1.00	98.58	21.64	120.22
075-051-024-000	01	1.00	98.58	21.64	120.22
075-051-025-000	01	1.00	98.58	21.64	120.22
075-051-026-000	01	1.00	98.58	21.64	120.22
075-051-027-000	01	1.00	98.58	21.64	120.22
075-051-028-000	01	1.00	98.58	21.64	120.22
075-051-029-000	01	1.00	98.58	21.64	120.22
075-051-030-000	01	1.00	98.58	21.64	120.22
075-051-032-000	01	1.00	98.58	21.64	120.22
075-051-033-000	01	1.00	98.58	21.64	120.22
075-051-034-000	01	1.00	98.58	21.64	120.22
075-051-035-000	01	1.00	98.58	21.64	120.22
075-051-036-000	01	1.00	98.58	21.64	120.22
075-051-037-000	01	1.00	98.58	21.64	120.22
075-051-038-000	01	1.00	98.58	21.64	120.22
075-051-039-000	01	1.00	98.58	21.64	120.22
075-051-040-000	01	1.00	98.58	21.64	120.22
075-051-041-000	01	1.00	98.58	21.64	120.22
075-051-042-000	01	1.00	98.58	21.64	120.22
075-051-043-000	01	1.00	98.58	21.64	120.22
075-051-044-000	01	1.00	98.58	21.64	120.22
075-051-045-000	01	1.00	98.58	21.64	120.22
075-051-046-000	01	1.00	98.58	21.64	120.22
075-051-047-000	01	1.00	98.58	21.64	120.22
075-051-048-000	01	1.00	98.58	21.64	120.22
075-051-049-000	01	1.00	98.58	21.64	120.22
075-051-050-000	01	1.00	98.58	21.64	120.22
075-051-051-000	01	1.00	98.58	21.64	120.22
075-051-052-000	01	1.00	98.58	21.64	120.22
075-051-053-000	01	1.00	98.58	21.64	120.22
075-051-054-000	01	1.00	98.58	21.64	120.22
075-051-055-000	01	1.00	98.58	21.64	120.22
075-051-056-000	01	1.00	98.58	21.64	120.22
075-051-057-000	01	1.00	98.58	21.64	120.22
075-051-058-000	01	1.00	98.58	21.64	120.22
075-051-059-000	01	1.00	98.58	21.64	120.22
075-051-060-000	01	1.00	98.58	21.64	120.22

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-051-061-000	01	1.00	98.58	21.64	120.22
075-051-062-000	01	1.00	98.58	21.64	120.22
075-051-063-000	01	1.00	98.58	21.64	120.22
075-051-064-000	01	1.00	98.58	21.64	120.22
075-051-065-000	01	1.00	98.58	21.64	120.22
075-051-066-000	01	1.00	98.58	21.64	120.22
075-051-067-000	01	1.00	98.58	21.64	120.22
075-051-068-000	01	1.00	98.58	21.64	120.22
075-051-069-000	01	1.00	98.58	21.64	120.22
075-051-070-000	01	1.00	98.58	21.64	120.22
075-053-001-000	01	1.00	98.58	21.64	120.22
075-053-002-000	01	1.00	98.58	21.64	120.22
075-053-003-000	01	1.00	98.58	21.64	120.22
075-053-004-000	01	1.00	98.58	21.64	120.22
075-053-005-000	01	1.00	98.58	21.64	120.22
075-053-006-000	01	1.00	98.58	21.64	120.22
075-053-007-000	01	1.00	98.58	21.64	120.22
075-053-008-000	01	1.00	98.58	21.64	120.22
075-053-009-000	01	1.00	98.58	21.64	120.22
075-053-010-000	01	1.00	98.58	21.64	120.22
075-053-011-000	01	1.00	98.58	21.64	120.22
075-053-012-000	01	1.00	98.58	21.64	120.22
075-053-013-000	01	1.00	98.58	21.64	120.22
075-053-014-000	01	1.00	98.58	21.64	120.22
075-053-015-000	01	1.00	98.58	21.64	120.22
075-053-016-000	01	1.00	98.58	21.64	120.22
075-053-017-000	01	1.00	98.58	21.64	120.22
075-053-018-000	01	1.00	98.58	21.64	120.22
075-053-019-000	01	1.00	98.58	21.64	120.22
075-053-020-000	01	1.00	98.58	21.64	120.22
075-053-021-000	01	1.00	98.58	21.64	120.22
075-053-022-000	01	1.00	98.58	21.64	120.22
075-053-023-000	01	1.00	98.58	21.64	120.22
075-053-024-000	01	1.00	98.58	21.64	120.22
075-053-025-000	01	1.00	98.58	21.64	120.22
075-053-026-000	01	1.00	98.58	21.64	120.22
075-053-027-000	01	1.00	98.58	21.64	120.22
075-053-028-000	01	1.00	98.58	21.64	120.22
075-053-029-000	01	1.00	98.58	21.64	120.22
075-053-030-000	01	1.00	98.58	21.64	120.22
075-053-031-000	01	1.00	98.58	21.64	120.22
075-053-032-000	01	1.00	98.58	21.64	120.22
075-053-033-000	01	1.00	98.58	21.64	120.22
075-053-034-000	01	1.00	98.58	21.64	120.22
075-053-035-000	01	1.00	98.58	21.64	120.22
075-053-036-000	01	1.00	98.58	21.64	120.22
075-053-037-000	01	1.00	98.58	21.64	120.22
075-057-001-000	01	2.60	256.31	56.26	312.56
075-057-002-000	01	1.00	98.58	21.64	120.22
075-057-003-000	01	1.00	98.58	21.64	120.22
075-057-004-000	01	1.00	98.58	21.64	120.22
075-057-005-000	01	1.00	98.58	21.64	120.22
075-057-006-000	01	1.00	98.58	21.64	120.22
075-057-007-000	01	1.00	98.58	21.64	120.22
075-057-008-000	01	1.00	98.58	21.64	120.22
075-057-009-000	01	1.00	98.58	21.64	120.22
075-057-010-000	01	1.00	98.58	21.64	120.22
075-057-011-000	01	1.00	98.58	21.64	120.22
075-057-012-000	01	1.00	98.58	21.64	120.22

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-057-013-000	01	1.00	98.58	21.64	120.22
075-057-014-000	01	1.00	98.58	21.64	120.22
075-057-015-000	01	1.00	98.58	21.64	120.22
075-057-016-000	01	1.00	98.58	21.64	120.22
075-057-019-000	01	1.00	98.58	21.64	120.22
075-057-020-000	01	1.00	98.58	21.64	120.22
075-057-021-000	01	1.00	98.58	21.64	120.22
075-057-022-000	01	1.00	98.58	21.64	120.22
075-057-026-000	01	1.00	98.58	21.64	120.22
075-057-027-000	01	1.00	98.58	21.64	120.22
075-057-028-000	01	1.00	98.58	21.64	120.22
075-057-029-000	01	1.00	98.58	21.64	120.22
075-057-030-000	01	1.00	98.58	21.64	120.22
075-057-031-000	01	1.00	98.58	21.64	120.22
075-057-032-000	01	1.00	98.58	21.64	120.22
075-057-033-000	01	1.00	98.58	21.64	120.22
075-057-034-000	01	1.00	98.58	21.64	120.22
075-057-035-000	01	1.00	98.58	21.64	120.22
075-057-036-000	01	1.00	98.58	21.64	120.22
075-057-037-000	01	1.00	98.58	21.64	120.22
075-057-038-000	01	1.00	98.58	21.64	120.22
075-057-039-000	01	10.00	985.80	216.40	1,202.20
075-059-001-000	02	1.00	98.58	32.11	130.68
075-059-002-000	02	1.00	98.58	32.11	130.68
075-059-003-000	02	1.00	98.58	32.11	130.68
075-059-004-000	02	1.00	98.58	32.11	130.68
075-059-005-000	02	1.00	98.58	32.11	130.68
075-059-006-000	02	1.00	98.58	32.11	130.68
075-059-007-000	02	1.00	98.58	32.11	130.68
075-059-008-000	02	1.00	98.58	32.11	130.68
075-059-009-000	02	1.00	98.58	32.11	130.68
075-059-010-000	02	1.00	98.58	32.11	130.68
075-059-011-000	02	1.00	98.58	32.11	130.68
075-059-012-000	02	1.00	98.58	32.11	130.68
075-059-013-000	02	1.00	98.58	32.11	130.68
075-059-014-000	02	1.00	98.58	32.11	130.68
075-059-015-000	02	1.00	98.58	32.11	130.68
075-059-016-000	02	1.00	98.58	32.11	130.68
075-059-017-000	02	1.00	98.58	32.11	130.68
075-059-018-000	02	1.00	98.58	32.11	130.68
075-059-019-000	02	1.00	98.58	32.11	130.68
075-059-020-000	02	1.00	98.58	32.11	130.68
075-059-021-000	02	1.00	98.58	32.11	130.68
075-059-022-000	02	1.00	98.58	32.11	130.68
075-059-023-000	02	1.00	98.58	32.11	130.68
075-059-024-000	02	1.00	98.58	32.11	130.68
075-059-025-000	02	1.00	98.58	32.11	130.68
075-059-026-000	02	1.00	98.58	32.11	130.68
075-059-027-000	02	1.00	98.58	32.11	130.68
075-059-028-000	02	1.00	98.58	32.11	130.68
075-059-029-000	02	1.00	98.58	32.11	130.68
075-059-030-000	02	1.00	98.58	32.11	130.68
075-059-031-000	02	1.00	98.58	32.11	130.68
075-059-032-000	02	1.00	98.58	32.11	130.68
075-059-033-000	02	1.00	98.58	32.11	130.68
075-059-034-000	02	1.00	98.58	32.11	130.68
075-059-035-000	02	1.00	98.58	32.11	130.68
075-059-036-000	02	1.00	98.58	32.11	130.68
075-059-037-000	02	1.00	98.58	32.11	130.68

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-059-038-000	02	1.00	98.58	32.11	130.68
075-059-039-000	02	1.00	98.58	32.11	130.68
075-059-041-000	02	1.00	98.58	32.11	130.68
075-059-042-000	02	1.00	98.58	32.11	130.68
075-059-043-000	02	1.00	98.58	32.11	130.68
075-059-044-000	02	1.00	98.58	32.11	130.68
075-059-045-000	02	1.00	98.58	32.11	130.68
075-059-046-000	02	1.00	98.58	32.11	130.68
075-059-047-000	02	1.00	98.58	32.11	130.68
075-059-048-000	02	1.00	98.58	32.11	130.68
075-059-049-000	02	1.00	98.58	32.11	130.68
075-059-050-000	02	1.00	98.58	32.11	130.68
075-059-051-000	02	1.00	98.58	32.11	130.68
075-059-052-000	02	1.00	98.58	32.11	130.68
075-059-053-000	02	1.00	98.58	32.11	130.68
075-059-054-000	02	1.00	98.58	32.11	130.68
075-059-055-000	02	1.00	98.58	32.11	130.68
075-059-056-000	02	1.00	98.58	32.11	130.68
075-059-057-000	02	1.00	98.58	32.11	130.68
075-059-058-000	02	1.00	98.58	32.11	130.68
075-059-059-000	02	1.00	98.58	32.11	130.68
075-059-060-000	02	1.00	98.58	32.11	130.68
075-059-062-000	02	1.00	98.58	32.11	130.68
075-059-063-000	02	1.00	98.58	32.11	130.68
075-060-001-000	02	1.00	98.58	32.11	130.68
075-060-002-000	02	1.00	98.58	32.11	130.68
075-060-003-000	02	1.00	98.58	32.11	130.68
075-060-004-000	02	1.00	98.58	32.11	130.68
075-060-005-000	02	1.00	98.58	32.11	130.68
075-060-006-000	02	1.00	98.58	32.11	130.68
075-060-007-000	02	1.00	98.58	32.11	130.68
075-060-008-000	02	1.00	98.58	32.11	130.68
075-060-009-000	02	1.00	98.58	32.11	130.68
075-060-010-000	02	1.00	98.58	32.11	130.68
075-060-011-000	02	1.00	98.58	32.11	130.68
075-060-013-000	02	1.00	98.58	32.11	130.68
075-060-014-000	02	1.00	98.58	32.11	130.68
075-060-015-000	02	1.00	98.58	32.11	130.68
075-060-016-000	02	1.00	98.58	32.11	130.68
075-060-017-000	02	1.00	98.58	32.11	130.68
075-060-018-000	02	1.00	98.58	32.11	130.68
075-060-019-000	02	1.00	98.58	32.11	130.68
075-060-020-000	02	1.00	98.58	32.11	130.68
075-060-021-000	02	1.00	98.58	32.11	130.68
075-060-022-000	02	1.00	98.58	32.11	130.68
075-060-023-000	02	1.00	98.58	32.11	130.68
075-060-024-000	02	1.00	98.58	32.11	130.68
075-060-025-000	02	1.00	98.58	32.11	130.68
075-060-026-000	02	1.00	98.58	32.11	130.68
075-060-027-000	02	1.00	98.58	32.11	130.68
075-060-028-000	02	1.00	98.58	32.11	130.68
075-060-029-000	02	1.00	98.58	32.11	130.68
075-060-030-000	02	1.00	98.58	32.11	130.68
075-060-031-000	02	1.00	98.58	32.11	130.68
075-060-032-000	02	1.00	98.58	32.11	130.68
075-060-033-000	02	1.00	98.58	32.11	130.68
075-060-034-000	02	1.00	98.58	32.11	130.68
075-060-035-000	02	1.00	98.58	32.11	130.68
075-060-036-000	02	1.00	98.58	32.11	130.68

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-060-037-000	02	1.00	98.58	32.11	130.68
075-060-038-000	02	1.00	98.58	32.11	130.68
075-060-039-000	02	1.00	98.58	32.11	130.68
075-060-040-000	02	1.00	98.58	32.11	130.68
075-060-041-000	02	1.00	98.58	32.11	130.68
075-060-042-000	02	1.00	98.58	32.11	130.68
075-060-043-000	02	1.00	98.58	32.11	130.68
075-060-044-000	02	1.00	98.58	32.11	130.68
075-060-045-000	02	1.00	98.58	32.11	130.68
075-060-046-000	02	1.00	98.58	32.11	130.68
075-060-047-000	02	1.00	98.58	32.11	130.68
075-060-048-000	02	1.00	98.58	32.11	130.68
075-060-049-000	02	1.00	98.58	32.11	130.68
075-060-050-000	02	1.00	98.58	32.11	130.68
075-060-051-000	02	1.00	98.58	32.11	130.68
075-060-052-000	02	1.00	98.58	32.11	130.68
075-060-053-000	02	1.00	98.58	32.11	130.68
075-060-054-000	02	1.00	98.58	32.11	130.68
075-060-055-000	02	1.00	98.58	32.11	130.68
075-060-056-000	02	1.00	98.58	32.11	130.68
075-060-057-000	02	1.00	98.58	32.11	130.68
075-060-058-000	02	1.00	98.58	32.11	130.68
075-060-059-000	02	1.00	98.58	32.11	130.68
075-060-060-000	02	1.00	98.58	32.11	130.68
075-060-061-000	02	1.00	98.58	32.11	130.68
075-060-062-000	02	1.00	98.58	32.11	130.68
075-060-063-000	02	1.00	98.58	32.11	130.68
075-060-064-000	02	1.00	98.58	32.11	130.68
075-060-065-000	02	1.00	98.58	32.11	130.68
075-060-066-000	02	1.00	98.58	32.11	130.68
075-060-067-000	02	1.00	98.58	32.11	130.68
075-060-068-000	02	1.00	98.58	32.11	130.68
075-060-069-000	02	1.00	98.58	32.11	130.68
075-060-070-000	02	1.00	98.58	32.11	130.68
075-060-071-000	02	1.00	98.58	32.11	130.68
075-060-072-000	02	1.00	98.58	32.11	130.68
075-060-073-000	02	1.00	98.58	32.11	130.68
075-060-074-000	02	1.00	98.58	32.11	130.68
075-060-075-000	02	1.00	98.58	32.11	130.68
075-060-076-000	02	1.00	98.58	32.11	130.68
075-060-077-000	02	1.00	98.58	32.11	130.68
075-060-078-000	02	1.00	98.58	32.11	130.68
075-061-001-000	02	1.00	98.58	32.11	130.68
075-061-002-000	02	1.00	98.58	32.11	130.68
075-061-003-000	02	1.00	98.58	32.11	130.68
075-061-004-000	02	1.00	98.58	32.11	130.68
075-061-005-000	02	1.00	98.58	32.11	130.68
075-061-006-000	02	1.00	98.58	32.11	130.68
075-061-007-000	02	1.00	98.58	32.11	130.68
075-061-008-000	02	1.00	98.58	32.11	130.68
075-061-009-000	02	1.00	98.58	32.11	130.68
075-061-010-000	02	1.00	98.58	32.11	130.68
075-061-011-000	02	1.00	98.58	32.11	130.68
075-061-012-000	02	1.00	98.58	32.11	130.68
075-061-013-000	02	1.00	98.58	32.11	130.68
075-061-014-000	02	1.00	98.58	32.11	130.68
075-061-015-000	02	1.00	98.58	32.11	130.68
075-061-016-000	02	1.00	98.58	32.11	130.68
075-061-017-000	02	1.00	98.58	32.11	130.68

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-061-018-000	02	1.00	98.58	32.11	130.68
075-061-019-000	02	1.00	98.58	32.11	130.68
075-061-020-000	02	1.00	98.58	32.11	130.68
075-061-021-000	02	1.00	98.58	32.11	130.68
075-061-022-000	02	1.00	98.58	32.11	130.68
075-061-023-000	02	1.00	98.58	32.11	130.68
075-061-024-000	02	1.00	98.58	32.11	130.68
075-061-025-000	02	1.00	98.58	32.11	130.68
075-061-026-000	02	1.00	98.58	32.11	130.68
075-061-027-000	02	1.00	98.58	32.11	130.68
075-061-028-000	02	1.00	98.58	32.11	130.68
075-061-029-000	02	1.00	98.58	32.11	130.68
075-061-030-000	02	1.00	98.58	32.11	130.68
075-061-031-000	02	1.00	98.58	32.11	130.68
075-061-032-000	02	1.00	98.58	32.11	130.68
075-061-033-000	02	1.00	98.58	32.11	130.68
075-061-034-000	02	1.00	98.58	32.11	130.68
075-061-035-000	02	1.00	98.58	32.11	130.68
075-061-036-000	02	1.00	98.58	32.11	130.68
075-061-037-000	02	1.00	98.58	32.11	130.68
075-061-038-000	02	1.00	98.58	32.11	130.68
075-061-039-000	02	1.00	98.58	32.11	130.68
075-061-040-000	02	1.00	98.58	32.11	130.68
075-061-041-000	02	1.00	98.58	32.11	130.68
075-061-042-000	02	1.00	98.58	32.11	130.68
075-061-043-000	02	1.00	98.58	32.11	130.68
075-061-044-000	02	1.00	98.58	32.11	130.68
075-061-045-000	02	1.00	98.58	32.11	130.68
075-061-046-000	02	1.00	98.58	32.11	130.68
075-061-047-000	02	1.00	98.58	32.11	130.68
075-061-048-000	02	1.00	98.58	32.11	130.68
075-061-049-000	02	1.00	98.58	32.11	130.68
075-061-050-000	02	1.00	98.58	32.11	130.68
075-061-051-000	02	1.00	98.58	32.11	130.68
075-061-052-000	02	1.00	98.58	32.11	130.68
075-061-053-000	02	1.00	98.58	32.11	130.68
075-061-054-000	02	1.00	98.58	32.11	130.68
075-061-055-000	02	1.00	98.58	32.11	130.68
075-061-056-000	02	1.00	98.58	32.11	130.68
075-061-057-000	02	1.00	98.58	32.11	130.68
075-061-058-000	02	1.00	98.58	32.11	130.68
075-061-059-000	02	1.00	98.58	32.11	130.68
075-061-060-000	02	1.00	98.58	32.11	130.68
075-061-061-000	02	1.00	98.58	32.11	130.68
075-061-062-000	02	1.00	98.58	32.11	130.68
075-061-063-000	02	1.00	98.58	32.11	130.68
075-061-064-000	02	1.00	98.58	32.11	130.68
075-061-065-000	02	1.00	98.58	32.11	130.68
075-061-066-000	02	1.00	98.58	32.11	130.68
075-061-067-000	02	1.00	98.58	32.11	130.68
075-061-068-000	02	1.00	98.58	32.11	130.68
075-061-069-000	02	1.00	98.58	32.11	130.68
075-062-001-000	02	1.00	98.58	32.11	130.68
075-062-002-000	02	1.00	98.58	32.11	130.68
075-062-003-000	02	1.00	98.58	32.11	130.68
075-062-004-000	02	1.00	98.58	32.11	130.68
075-062-005-000	02	1.00	98.58	32.11	130.68
075-062-006-000	02	1.00	98.58	32.11	130.68
075-062-007-000	02	1.00	98.58	32.11	130.68

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-062-008-000	02	1.00	98.58	32.11	130.68
075-062-009-000	02	1.00	98.58	32.11	130.68
075-062-010-000	02	1.00	98.58	32.11	130.68
075-062-011-000	02	1.00	98.58	32.11	130.68
075-062-012-000	02	1.00	98.58	32.11	130.68
075-062-013-000	02	1.00	98.58	32.11	130.68
075-062-014-000	02	1.00	98.58	32.11	130.68
075-062-015-000	02	1.00	98.58	32.11	130.68
075-062-016-000	02	1.00	98.58	32.11	130.68
075-062-017-000	02	1.00	98.58	32.11	130.68
075-062-018-000	02	1.00	98.58	32.11	130.68
075-062-019-000	02	1.00	98.58	32.11	130.68
075-062-020-000	02	1.00	98.58	32.11	130.68
075-062-021-000	02	1.00	98.58	32.11	130.68
075-062-022-000	02	1.00	98.58	32.11	130.68
075-062-023-000	02	1.00	98.58	32.11	130.68
075-062-024-000	02	1.00	98.58	32.11	130.68
075-062-025-000	02	1.00	98.58	32.11	130.68
075-062-026-000	02	1.00	98.58	32.11	130.68
075-062-027-000	02	1.00	98.58	32.11	130.68
075-062-028-000	02	1.00	98.58	32.11	130.68
075-062-029-000	02	1.00	98.58	32.11	130.68
075-062-030-000	02	1.00	98.58	32.11	130.68
075-062-031-000	02	1.00	98.58	32.11	130.68
075-062-032-000	02	1.00	98.58	32.11	130.68
075-079-001-000	02	1.00	98.58	32.11	130.68
075-079-002-000	02	1.00	98.58	32.11	130.68
075-079-003-000	02	1.00	98.58	32.11	130.68
075-079-004-000	02	1.00	98.58	32.11	130.68
075-079-005-000	02	1.00	98.58	32.11	130.68
075-079-006-000	02	1.00	98.58	32.11	130.68
075-079-007-000	02	1.00	98.58	32.11	130.68
075-079-008-000	02	1.00	98.58	32.11	130.68
075-079-009-000	02	1.00	98.58	32.11	130.68
075-079-010-000	02	1.00	98.58	32.11	130.68
075-079-011-000	02	1.00	98.58	32.11	130.68
075-079-012-000	02	1.00	98.58	32.11	130.68
075-079-013-000	02	1.00	98.58	32.11	130.68
075-079-014-000	02	1.00	98.58	32.11	130.68
075-079-015-000	02	1.00	98.58	32.11	130.68
075-079-016-000	02	1.00	98.58	32.11	130.68
075-079-017-000	02	1.00	98.58	32.11	130.68
075-079-018-000	02	1.00	98.58	32.11	130.68
075-079-019-000	02	1.00	98.58	32.11	130.68
075-079-020-000	02	1.00	98.58	32.11	130.68
075-079-021-000	02	1.00	98.58	32.11	130.68
075-079-022-000	02	1.00	98.58	32.11	130.68
075-079-023-000	02	1.00	98.58	32.11	130.68
075-079-024-000	02	1.00	98.58	32.11	130.68
075-079-025-000	02	1.00	98.58	32.11	130.68
075-079-026-000	02	1.00	98.58	32.11	130.68
075-079-027-000	02	1.00	98.58	32.11	130.68
075-079-028-000	02	1.00	98.58	32.11	130.68
075-079-029-000	02	1.00	98.58	32.11	130.68
075-079-030-000	02	1.00	98.58	32.11	130.68
075-079-031-000	02	1.00	98.58	32.11	130.68
075-079-032-000	02	1.00	98.58	32.11	130.68
075-079-033-000	02	1.00	98.58	32.11	130.68
075-079-034-000	02	1.00	98.58	32.11	130.68

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-079-035-000	02	1.00	98.58	32.11	130.68
075-079-036-000	02	1.00	98.58	32.11	130.68
075-079-037-000	02	1.00	98.58	32.11	130.68
075-079-038-000	02	1.00	98.58	32.11	130.68
075-079-039-000	02	1.00	98.58	32.11	130.68
075-079-040-000	02	1.00	98.58	32.11	130.68
075-079-041-000	02	1.00	98.58	32.11	130.68
075-079-042-000	02	1.00	98.58	32.11	130.68
075-079-043-000	02	1.00	98.58	32.11	130.68
075-079-044-000	02	1.00	98.58	32.11	130.68
075-079-045-000	02	1.00	98.58	32.11	130.68
075-079-046-000	02	1.00	98.58	32.11	130.68
075-079-047-000	02	1.00	98.58	32.11	130.68
075-079-048-000	02	1.00	98.58	32.11	130.68
075-079-049-000	02	1.00	98.58	32.11	130.68
075-079-050-000	02	1.00	98.58	32.11	130.68
075-079-051-000	02	1.00	98.58	32.11	130.68
075-079-052-000	02	1.00	98.58	32.11	130.68
075-079-053-000	02	1.00	98.58	32.11	130.68
075-079-054-000	02	1.00	98.58	32.11	130.68
075-079-055-000	02	1.00	98.58	32.11	130.68
075-079-056-000	02	1.00	98.58	32.11	130.68
075-079-057-000	02	1.00	98.58	32.11	130.68
075-079-058-000	02	1.00	98.58	32.11	130.68
075-079-059-000	02	1.00	98.58	32.11	130.68
075-079-060-000	02	1.00	98.58	32.11	130.68
075-079-061-000	02	1.00	98.58	32.11	130.68
075-079-062-000	02	1.00	98.58	32.11	130.68
075-079-063-000	02	1.00	98.58	32.11	130.68
075-079-064-000	02	1.00	98.58	32.11	130.68
075-079-065-000	02	1.00	98.58	32.11	130.68
075-079-066-000	02	1.00	98.58	32.11	130.68
075-079-067-000	02	1.00	98.58	32.11	130.68
075-079-068-000	02	1.00	98.58	32.11	130.68
075-014-026-000	03	11.04	1,088.32	0.00	1,088.32
075-014-027-000	03	1.00	98.58	0.00	98.58
075-021-001-000	03	1.00	98.58	0.00	98.58
075-021-002-000	03	1.00	98.58	0.00	98.58
075-021-020-000	03	1.00	98.58	0.00	98.58
075-021-021-000	03	1.00	98.58	0.00	98.58
075-021-022-000	03	1.00	98.58	0.00	98.58
075-025-003-000	03	1.00	98.58	0.00	98.58
075-025-005-000	03	1.00	98.58	0.00	98.58
075-025-007-000	03	3.72	366.72	0.00	366.70
075-025-008-000	03	3.72	366.72	0.00	366.70
075-025-009-000	03	3.72	366.72	0.00	366.70
075-025-010-000	03	13.20	1,301.26	0.00	1,301.24
075-025-011-000	03	7.00	690.06	0.00	690.06
075-069-002-000	03	1.00	98.58	0.00	98.58
075-069-003-000	03	1.00	98.58	0.00	98.58
075-073-002-000	03	1.00	98.58	0.00	98.58
075-093-024-000	03	1.44	141.96	0.00	141.94
075-093-025-000	03	2.11	208.00	0.00	208.00
075-093-030-000	03	23.92	2,358.03	0.00	2,358.02
075-093-031-000	03	19.56	1,928.22	0.00	1,928.22
075-093-034-000	03	6.24	615.14	0.00	615.12
075-093-035-000	03	3.60	354.89	0.00	354.88
075-093-036-000	03	4.32	425.87	0.00	425.86

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-093-037-000	03	2.92	287.85	0.00	287.84
075-093-038-000	03	5.40	532.33	0.00	532.32
075-093-039-000	03	1.14	112.38	0.00	112.38
075-093-040-000	03	3.80	374.60	0.00	374.60
075-093-041-000	03	26.28	2,590.68	0.00	2,590.68
075-093-043-000	03	5.80	571.76	0.00	571.76
075-093-044-000	03	1.09	107.45	0.00	107.44
075-093-045-000	03	1.25	123.23	0.00	123.22
075-093-047-000	03	0.84	82.81	0.00	82.80
075-093-049-000	03	5.12	504.73	0.00	504.72
075-093-051-000	03	23.92	2,358.03	0.00	2,358.02
075-093-052-000	03	19.56	1,928.22	0.00	1,928.22
075-093-053-000	03	1.56	153.78	0.00	153.78
075-093-054-000	03	4.24	417.98	0.00	417.96
075-093-058-000	03	4.24	417.98	0.00	417.96
075-093-061-000	03	8.00	788.64	0.00	788.64
075-064-001-000	04	1.00	98.58	27.15	125.72
075-064-002-000	04	1.00	98.58	27.15	125.72
075-064-003-000	04	1.00	98.58	27.15	125.72
075-064-004-000	04	1.00	98.58	27.15	125.72
075-064-005-000	04	1.00	98.58	27.15	125.72
075-064-006-000	04	1.00	98.58	27.15	125.72
075-064-007-000	04	1.00	98.58	27.15	125.72
075-064-008-000	04	1.00	98.58	27.15	125.72
075-064-009-000	04	1.00	98.58	27.15	125.72
075-064-010-000	04	1.00	98.58	27.15	125.72
075-064-011-000	04	1.00	98.58	27.15	125.72
075-064-012-000	04	1.00	98.58	27.15	125.72
075-064-013-000	04	1.00	98.58	27.15	125.72
075-064-014-000	04	1.00	98.58	27.15	125.72
075-064-015-000	04	1.00	98.58	27.15	125.72
075-064-016-000	04	1.00	98.58	27.15	125.72
075-064-017-000	04	1.00	98.58	27.15	125.72
075-064-018-000	04	1.00	98.58	27.15	125.72
075-064-019-000	04	1.00	98.58	27.15	125.72
075-064-020-000	04	1.00	98.58	27.15	125.72
075-064-021-000	04	1.00	98.58	27.15	125.72
075-064-022-000	04	1.00	98.58	27.15	125.72
075-064-023-000	04	1.00	98.58	27.15	125.72
075-064-024-000	04	1.00	98.58	27.15	125.72
075-064-025-000	04	1.00	98.58	27.15	125.72
075-064-026-000	04	1.00	98.58	27.15	125.72
075-064-027-000	04	1.00	98.58	27.15	125.72
075-064-028-000	04	1.00	98.58	27.15	125.72
075-064-029-000	04	1.00	98.58	27.15	125.72
075-064-030-000	04	1.00	98.58	27.15	125.72
075-064-031-000	04	1.00	98.58	27.15	125.72
075-064-032-000	04	1.00	98.58	27.15	125.72
075-064-033-000	04	1.00	98.58	27.15	125.72
075-064-034-000	04	1.00	98.58	27.15	125.72
075-064-035-000	04	1.00	98.58	27.15	125.72
075-064-036-000	04	1.00	98.58	27.15	125.72
075-064-037-000	04	1.00	98.58	27.15	125.72
075-064-038-000	04	1.00	98.58	27.15	125.72
075-064-040-000	04	1.00	98.58	27.15	125.72
075-064-041-000	04	1.00	98.58	27.15	125.72
075-064-042-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-064-043-000	04	1.00	98.58	27.15	125.72
075-064-044-000	04	1.00	98.58	27.15	125.72
075-064-045-000	04	1.00	98.58	27.15	125.72
075-064-046-000	04	1.00	98.58	27.15	125.72
075-064-047-000	04	1.00	98.58	27.15	125.72
075-064-048-000	04	1.00	98.58	27.15	125.72
075-064-049-000	04	1.00	98.58	27.15	125.72
075-064-050-000	04	1.00	98.58	27.15	125.72
075-064-051-000	04	1.00	98.58	27.15	125.72
075-064-052-000	04	1.00	98.58	27.15	125.72
075-064-053-000	04	1.00	98.58	27.15	125.72
075-064-054-000	04	1.00	98.58	27.15	125.72
075-064-055-000	04	1.00	98.58	27.15	125.72
075-064-056-000	04	1.00	98.58	27.15	125.72
075-064-057-000	04	1.00	98.58	27.15	125.72
075-064-058-000	04	1.00	98.58	27.15	125.72
075-064-059-000	04	1.00	98.58	27.15	125.72
075-064-060-000	04	1.00	98.58	27.15	125.72
075-064-061-000	04	1.00	98.58	27.15	125.72
075-064-062-000	04	1.00	98.58	27.15	125.72
075-064-063-000	04	1.00	98.58	27.15	125.72
075-064-064-000	04	1.00	98.58	27.15	125.72
075-064-065-000	04	1.00	98.58	27.15	125.72
075-064-066-000	04	1.00	98.58	27.15	125.72
075-064-067-000	04	1.00	98.58	27.15	125.72
075-064-068-000	04	1.00	98.58	27.15	125.72
075-064-069-000	04	1.00	98.58	27.15	125.72
075-064-070-000	04	1.00	98.58	27.15	125.72
075-065-001-000	04	1.00	98.58	27.15	125.72
075-065-002-000	04	1.00	98.58	27.15	125.72
075-065-003-000	04	1.00	98.58	27.15	125.72
075-065-004-000	04	1.00	98.58	27.15	125.72
075-065-005-000	04	1.00	98.58	27.15	125.72
075-065-006-000	04	1.00	98.58	27.15	125.72
075-065-007-000	04	1.00	98.58	27.15	125.72
075-065-008-000	04	1.00	98.58	27.15	125.72
075-065-009-000	04	1.00	98.58	27.15	125.72
075-065-010-000	04	1.00	98.58	27.15	125.72
075-065-011-000	04	1.00	98.58	27.15	125.72
075-065-012-000	04	1.00	98.58	27.15	125.72
075-065-013-000	04	1.00	98.58	27.15	125.72
075-065-014-000	04	1.00	98.58	27.15	125.72
075-065-015-000	04	1.00	98.58	27.15	125.72
075-065-016-000	04	1.00	98.58	27.15	125.72
075-065-018-000	04	1.00	98.58	27.15	125.72
075-065-019-000	04	1.00	98.58	27.15	125.72
075-065-020-000	04	1.00	98.58	27.15	125.72
075-065-021-000	04	1.00	98.58	27.15	125.72
075-065-022-000	04	1.00	98.58	27.15	125.72
075-065-023-000	04	1.00	98.58	27.15	125.72
075-065-024-000	04	1.00	98.58	27.15	125.72
075-065-025-000	04	1.00	98.58	27.15	125.72
075-065-026-000	04	1.00	98.58	27.15	125.72
075-065-027-000	04	1.00	98.58	27.15	125.72
075-065-028-000	04	1.00	98.58	27.15	125.72
075-065-029-000	04	1.00	98.58	27.15	125.72
075-065-030-000	04	1.00	98.58	27.15	125.72
075-065-031-000	04	1.00	98.58	27.15	125.72
075-065-032-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-065-033-000	04	1.00	98.58	27.15	125.72
075-065-034-000	04	1.00	98.58	27.15	125.72
075-065-035-000	04	1.00	98.58	27.15	125.72
075-065-036-000	04	1.00	98.58	27.15	125.72
075-065-037-000	04	1.00	98.58	27.15	125.72
075-065-038-000	04	1.00	98.58	27.15	125.72
075-065-039-000	04	1.00	98.58	27.15	125.72
075-065-040-000	04	1.00	98.58	27.15	125.72
075-065-041-000	04	1.00	98.58	27.15	125.72
075-065-042-000	04	1.00	98.58	27.15	125.72
075-065-043-000	04	1.00	98.58	27.15	125.72
075-065-044-000	04	1.00	98.58	27.15	125.72
075-065-045-000	04	1.00	98.58	27.15	125.72
075-065-046-000	04	1.00	98.58	27.15	125.72
075-065-047-000	04	1.00	98.58	27.15	125.72
075-065-048-000	04	1.00	98.58	27.15	125.72
075-065-049-000	04	1.00	98.58	27.15	125.72
075-065-050-000	04	1.00	98.58	27.15	125.72
075-065-051-000	04	1.00	98.58	27.15	125.72
075-065-052-000	04	1.00	98.58	27.15	125.72
075-065-053-000	04	1.00	98.58	27.15	125.72
075-065-054-000	04	1.00	98.58	27.15	125.72
075-066-006-000	04	1.00	98.58	27.15	125.72
075-066-007-000	04	1.00	98.58	27.15	125.72
075-066-008-000	04	1.00	98.58	27.15	125.72
075-066-009-000	04	1.00	98.58	27.15	125.72
075-066-010-000	04	1.00	98.58	27.15	125.72
075-066-011-000	04	1.00	98.58	27.15	125.72
075-066-012-000	04	1.00	98.58	27.15	125.72
075-066-013-000	04	1.00	98.58	27.15	125.72
075-066-014-000	04	1.00	98.58	27.15	125.72
075-066-015-000	04	1.00	98.58	27.15	125.72
075-066-016-000	04	1.00	98.58	27.15	125.72
075-066-017-000	04	1.00	98.58	27.15	125.72
075-066-018-000	04	1.00	98.58	27.15	125.72
075-066-019-000	04	1.00	98.58	27.15	125.72
075-066-020-000	04	1.00	98.58	27.15	125.72
075-066-021-000	04	1.00	98.58	27.15	125.72
075-066-022-000	04	1.00	98.58	27.15	125.72
075-066-023-000	04	1.00	98.58	27.15	125.72
075-066-024-000	04	1.00	98.58	27.15	125.72
075-066-025-000	04	1.00	98.58	27.15	125.72
075-066-026-000	04	1.00	98.58	27.15	125.72
075-066-027-000	04	1.00	98.58	27.15	125.72
075-066-028-000	04	1.00	98.58	27.15	125.72
075-066-029-000	04	1.00	98.58	27.15	125.72
075-066-030-000	04	1.00	98.58	27.15	125.72
075-066-031-000	04	1.00	98.58	27.15	125.72
075-066-032-000	04	1.00	98.58	27.15	125.72
075-066-033-000	04	1.00	98.58	27.15	125.72
075-066-034-000	04	1.00	98.58	27.15	125.72
075-066-035-000	04	1.00	98.58	27.15	125.72
075-066-036-000	04	1.00	98.58	27.15	125.72
075-066-037-000	04	1.00	98.58	27.15	125.72
075-066-038-000	04	1.00	98.58	27.15	125.72
075-066-039-000	04	1.00	98.58	27.15	125.72
075-066-040-000	04	1.00	98.58	27.15	125.72
075-066-041-000	04	1.00	98.58	27.15	125.72
075-066-042-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-067-001-000	04	1.00	98.58	27.15	125.72
075-067-002-000	04	1.00	98.58	27.15	125.72
075-067-003-000	04	1.00	98.58	27.15	125.72
075-067-004-000	04	1.00	98.58	27.15	125.72
075-067-005-000	04	1.00	98.58	27.15	125.72
075-067-006-000	04	1.00	98.58	27.15	125.72
075-067-007-000	04	1.00	98.58	27.15	125.72
075-067-008-000	04	1.00	98.58	27.15	125.72
075-067-009-000	04	1.00	98.58	27.15	125.72
075-067-010-000	04	1.00	98.58	27.15	125.72
075-067-011-000	04	1.00	98.58	27.15	125.72
075-067-012-000	04	1.00	98.58	27.15	125.72
075-067-013-000	04	1.00	98.58	27.15	125.72
075-067-014-000	04	1.00	98.58	27.15	125.72
075-067-015-000	04	1.00	98.58	27.15	125.72
075-067-016-000	04	1.00	98.58	27.15	125.72
075-067-017-000	04	1.00	98.58	27.15	125.72
075-067-018-000	04	1.00	98.58	27.15	125.72
075-067-019-000	04	1.00	98.58	27.15	125.72
075-067-020-000	04	1.00	98.58	27.15	125.72
075-067-021-000	04	1.00	98.58	27.15	125.72
075-067-022-000	04	1.00	98.58	27.15	125.72
075-067-023-000	04	1.00	98.58	27.15	125.72
075-067-024-000	04	1.00	98.58	27.15	125.72
075-067-025-000	04	1.00	98.58	27.15	125.72
075-067-026-000	04	1.00	98.58	27.15	125.72
075-067-027-000	04	1.00	98.58	27.15	125.72
075-067-028-000	04	1.00	98.58	27.15	125.72
075-067-029-000	04	1.00	98.58	27.15	125.72
075-067-030-000	04	1.00	98.58	27.15	125.72
075-067-031-000	04	1.00	98.58	27.15	125.72
075-067-032-000	04	1.00	98.58	27.15	125.72
075-067-033-000	04	1.00	98.58	27.15	125.72
075-067-034-000	04	1.00	98.58	27.15	125.72
075-067-035-000	04	1.00	98.58	27.15	125.72
075-067-036-000	04	1.00	98.58	27.15	125.72
075-067-037-000	04	1.00	98.58	27.15	125.72
075-067-038-000	04	1.00	98.58	27.15	125.72
075-067-039-000	04	1.00	98.58	27.15	125.72
075-067-040-000	04	1.00	98.58	27.15	125.72
075-067-041-000	04	1.00	98.58	27.15	125.72
075-067-042-000	04	1.00	98.58	27.15	125.72
075-067-043-000	04	1.00	98.58	27.15	125.72
075-067-044-000	04	1.00	98.58	27.15	125.72
075-067-045-000	04	1.00	98.58	27.15	125.72
075-067-046-000	04	1.00	98.58	27.15	125.72
075-067-047-000	04	1.00	98.58	27.15	125.72
075-067-048-000	04	1.00	98.58	27.15	125.72
075-067-049-000	04	1.00	98.58	27.15	125.72
075-067-050-000	04	1.00	98.58	27.15	125.72
075-067-051-000	04	1.00	98.58	27.15	125.72
075-067-052-000	04	1.00	98.58	27.15	125.72
075-067-053-000	04	1.00	98.58	27.15	125.72
075-067-054-000	04	1.00	98.58	27.15	125.72
075-067-055-000	04	1.00	98.58	27.15	125.72
075-067-056-000	04	1.00	98.58	27.15	125.72
075-067-057-000	04	1.00	98.58	27.15	125.72
075-067-058-000	04	1.00	98.58	27.15	125.72
075-067-059-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-067-060-000	04	1.00	98.58	27.15	125.72
075-067-061-000	04	1.00	98.58	27.15	125.72
075-067-062-000	04	1.00	98.58	27.15	125.72
075-067-063-000	04	1.00	98.58	27.15	125.72
075-067-064-000	04	1.00	98.58	27.15	125.72
075-067-065-000	04	1.00	98.58	27.15	125.72
075-067-066-000	04	1.00	98.58	27.15	125.72
075-067-067-000	04	1.00	98.58	27.15	125.72
075-067-068-000	04	1.00	98.58	27.15	125.72
075-067-069-000	04	1.00	98.58	27.15	125.72
075-067-070-000	04	1.00	98.58	27.15	125.72
075-067-071-000	04	1.00	98.58	27.15	125.72
075-067-072-000	04	1.00	98.58	27.15	125.72
075-067-073-000	04	1.00	98.58	27.15	125.72
075-067-074-000	04	1.00	98.58	27.15	125.72
075-067-075-000	04	1.00	98.58	27.15	125.72
075-067-076-000	04	1.00	98.58	27.15	125.72
075-067-077-000	04	1.00	98.58	27.15	125.72
075-067-078-000	04	1.00	98.58	27.15	125.72
075-067-079-000	04	1.00	98.58	27.15	125.72
075-067-080-000	04	1.00	98.58	27.15	125.72
075-067-081-000	04	1.00	98.58	27.15	125.72
075-067-082-000	04	1.00	98.58	27.15	125.72
075-067-083-000	04	1.00	98.58	27.15	125.72
075-067-084-000	04	1.00	98.58	27.15	125.72
075-067-085-000	04	1.00	98.58	27.15	125.72
075-067-086-000	04	1.00	98.58	27.15	125.72
075-067-087-000	04	1.00	98.58	27.15	125.72
075-067-088-000	04	1.00	98.58	27.15	125.72
075-067-089-000	04	1.00	98.58	27.15	125.72
075-068-001-000	04	1.00	98.58	27.15	125.72
075-068-002-000	04	1.00	98.58	27.15	125.72
075-068-003-000	04	1.00	98.58	27.15	125.72
075-068-004-000	04	1.00	98.58	27.15	125.72
075-068-005-000	04	1.00	98.58	27.15	125.72
075-068-006-000	04	1.00	98.58	27.15	125.72
075-068-007-000	04	1.00	98.58	27.15	125.72
075-068-008-000	04	1.00	98.58	27.15	125.72
075-068-009-000	04	1.00	98.58	27.15	125.72
075-068-010-000	04	1.00	98.58	27.15	125.72
075-068-012-000	04	1.00	98.58	27.15	125.72
075-068-013-000	04	1.00	98.58	27.15	125.72
075-068-014-000	04	1.00	98.58	27.15	125.72
075-068-015-000	04	1.00	98.58	27.15	125.72
075-068-016-000	04	1.00	98.58	27.15	125.72
075-068-017-000	04	1.00	98.58	27.15	125.72
075-068-018-000	04	1.00	98.58	27.15	125.72
075-068-019-000	04	1.00	98.58	27.15	125.72
075-068-020-000	04	1.00	98.58	27.15	125.72
075-068-021-000	04	1.00	98.58	27.15	125.72
075-068-022-000	04	1.00	98.58	27.15	125.72
075-068-023-000	04	1.00	98.58	27.15	125.72
075-068-024-000	04	1.00	98.58	27.15	125.72
075-068-025-000	04	1.00	98.58	27.15	125.72
075-068-026-000	04	1.00	98.58	27.15	125.72
075-068-027-000	04	1.00	98.58	27.15	125.72
075-068-028-000	04	1.00	98.58	27.15	125.72
075-068-029-000	04	1.00	98.58	27.15	125.72
075-068-030-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-068-031-000	04	1.00	98.58	27.15	125.72
075-068-032-000	04	1.00	98.58	27.15	125.72
075-068-033-000	04	1.00	98.58	27.15	125.72
075-068-034-000	04	1.00	98.58	27.15	125.72
075-068-035-000	04	1.00	98.58	27.15	125.72
075-068-036-000	04	1.00	98.58	27.15	125.72
075-068-037-000	04	1.00	98.58	27.15	125.72
075-068-038-000	04	1.00	98.58	27.15	125.72
075-068-039-000	04	1.00	98.58	27.15	125.72
075-068-040-000	04	1.00	98.58	27.15	125.72
075-068-041-000	04	1.00	98.58	27.15	125.72
075-068-042-000	04	1.00	98.58	27.15	125.72
075-068-043-000	04	1.00	98.58	27.15	125.72
075-068-044-000	04	1.00	98.58	27.15	125.72
075-068-045-000	04	1.00	98.58	27.15	125.72
075-068-046-000	04	1.00	98.58	27.15	125.72
075-068-047-000	04	1.00	98.58	27.15	125.72
075-068-048-000	04	1.00	98.58	27.15	125.72
075-068-049-000	04	1.00	98.58	27.15	125.72
075-068-050-000	04	1.00	98.58	27.15	125.72
075-068-051-000	04	1.00	98.58	27.15	125.72
075-068-052-000	04	1.00	98.58	27.15	125.72
075-068-053-000	04	1.00	98.58	27.15	125.72
075-068-054-000	04	1.00	98.58	27.15	125.72
075-068-055-000	04	1.00	98.58	27.15	125.72
075-068-056-000	04	1.00	98.58	27.15	125.72
075-068-057-000	04	1.00	98.58	27.15	125.72
075-068-058-000	04	1.00	98.58	27.15	125.72
075-068-059-000	04	1.00	98.58	27.15	125.72
075-068-060-000	04	1.00	98.58	27.15	125.72
075-069-004-000	04	1.00	98.58	27.15	125.72
075-069-005-000	04	1.00	98.58	27.15	125.72
075-069-006-000	04	1.00	98.58	27.15	125.72
075-069-007-000	04	1.00	98.58	27.15	125.72
075-069-008-000	04	1.00	98.58	27.15	125.72
075-069-009-000	04	1.00	98.58	27.15	125.72
075-069-010-000	04	1.00	98.58	27.15	125.72
075-069-011-000	04	1.00	98.58	27.15	125.72
075-069-012-000	04	1.00	98.58	27.15	125.72
075-069-013-000	04	1.00	98.58	27.15	125.72
075-069-014-000	04	1.00	98.58	27.15	125.72
075-069-015-000	04	1.00	98.58	27.15	125.72
075-069-016-000	04	1.00	98.58	27.15	125.72
075-069-017-000	04	1.00	98.58	27.15	125.72
075-069-018-000	04	1.00	98.58	27.15	125.72
075-069-019-000	04	1.00	98.58	27.15	125.72
075-069-020-000	04	1.00	98.58	27.15	125.72
075-069-021-000	04	1.00	98.58	27.15	125.72
075-069-022-000	04	1.00	98.58	27.15	125.72
075-069-023-000	04	1.00	98.58	27.15	125.72
075-069-024-000	04	1.00	98.58	27.15	125.72
075-069-025-000	04	1.00	98.58	27.15	125.72
075-069-026-000	04	1.00	98.58	27.15	125.72
075-069-027-000	04	1.00	98.58	27.15	125.72
075-069-028-000	04	1.00	98.58	27.15	125.72
075-070-001-000	04	1.00	98.58	27.15	125.72
075-070-002-000	04	1.00	98.58	27.15	125.72
075-070-003-000	04	1.00	98.58	27.15	125.72
075-071-001-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-071-002-000	04	1.00	98.58	27.15	125.72
075-071-003-000	04	1.00	98.58	27.15	125.72
075-071-004-000	04	1.00	98.58	27.15	125.72
075-071-005-000	04	1.00	98.58	27.15	125.72
075-071-006-000	04	1.00	98.58	27.15	125.72
075-071-007-000	04	1.00	98.58	27.15	125.72
075-071-008-000	04	1.00	98.58	27.15	125.72
075-071-009-000	04	1.00	98.58	27.15	125.72
075-071-010-000	04	1.00	98.58	27.15	125.72
075-071-011-000	04	1.00	98.58	27.15	125.72
075-071-012-000	04	1.00	98.58	27.15	125.72
075-071-013-000	04	1.00	98.58	27.15	125.72
075-071-014-000	04	1.00	98.58	27.15	125.72
075-071-015-000	04	1.00	98.58	27.15	125.72
075-071-016-000	04	1.00	98.58	27.15	125.72
075-071-017-000	04	1.00	98.58	27.15	125.72
075-071-018-000	04	1.00	98.58	27.15	125.72
075-071-019-000	04	1.00	98.58	27.15	125.72
075-071-020-000	04	1.00	98.58	27.15	125.72
075-071-021-000	04	1.00	98.58	27.15	125.72
075-071-023-000	04	1.00	98.58	27.15	125.72
075-071-024-000	04	1.00	98.58	27.15	125.72
075-071-025-000	04	1.00	98.58	27.15	125.72
075-071-026-000	04	1.00	98.58	27.15	125.72
075-071-027-000	04	1.00	98.58	27.15	125.72
075-071-028-000	04	1.00	98.58	27.15	125.72
075-071-029-000	04	1.00	98.58	27.15	125.72
075-071-030-000	04	1.00	98.58	27.15	125.72
075-071-031-000	04	1.00	98.58	27.15	125.72
075-071-032-000	04	1.00	98.58	27.15	125.72
075-071-033-000	04	1.00	98.58	27.15	125.72
075-071-034-000	04	1.00	98.58	27.15	125.72
075-071-035-000	04	1.00	98.58	27.15	125.72
075-071-036-000	04	1.00	98.58	27.15	125.72
075-071-037-000	04	1.00	98.58	27.15	125.72
075-071-038-000	04	1.00	98.58	27.15	125.72
075-071-039-000	04	1.00	98.58	27.15	125.72
075-071-040-000	04	1.00	98.58	27.15	125.72
075-071-041-000	04	1.00	98.58	27.15	125.72
075-071-042-000	04	1.00	98.58	27.15	125.72
075-071-043-000	04	1.00	98.58	27.15	125.72
075-071-044-000	04	1.00	98.58	27.15	125.72
075-071-045-000	04	1.00	98.58	27.15	125.72
075-071-046-000	04	1.00	98.58	27.15	125.72
075-071-047-000	04	1.00	98.58	27.15	125.72
075-071-048-000	04	1.00	98.58	27.15	125.72
075-071-049-000	04	1.00	98.58	27.15	125.72
075-071-050-000	04	1.00	98.58	27.15	125.72
075-071-051-000	04	1.00	98.58	27.15	125.72
075-071-052-000	04	1.00	98.58	27.15	125.72
075-071-056-000	04	1.00	98.58	27.15	125.72
075-071-057-000	04	1.00	98.58	27.15	125.72
075-071-059-000	04	1.00	98.58	27.15	125.72
075-071-060-000	04	1.00	98.58	27.15	125.72
075-071-061-000	04	1.00	98.58	27.15	125.72
075-072-001-000	04	1.00	98.58	27.15	125.72
075-072-002-000	04	1.00	98.58	27.15	125.72
075-072-003-000	04	1.00	98.58	27.15	125.72
075-072-004-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-072-005-000	04	1.00	98.58	27.15	125.72
075-072-006-000	04	1.00	98.58	27.15	125.72
075-072-007-000	04	1.00	98.58	27.15	125.72
075-072-008-000	04	1.00	98.58	27.15	125.72
075-072-009-000	04	1.00	98.58	27.15	125.72
075-072-010-000	04	1.00	98.58	27.15	125.72
075-072-011-000	04	1.00	98.58	27.15	125.72
075-072-012-000	04	1.00	98.58	27.15	125.72
075-072-013-000	04	1.00	98.58	27.15	125.72
075-072-014-000	04	1.00	98.58	27.15	125.72
075-072-015-000	04	1.00	98.58	27.15	125.72
075-072-016-000	04	1.00	98.58	27.15	125.72
075-072-017-000	04	1.00	98.58	27.15	125.72
075-072-018-000	04	1.00	98.58	27.15	125.72
075-072-019-000	04	1.00	98.58	27.15	125.72
075-072-020-000	04	1.00	98.58	27.15	125.72
075-072-021-000	04	1.00	98.58	27.15	125.72
075-072-022-000	04	1.00	98.58	27.15	125.72
075-072-023-000	04	1.00	98.58	27.15	125.72
075-072-024-000	04	1.00	98.58	27.15	125.72
075-072-025-000	04	1.00	98.58	27.15	125.72
075-072-026-000	04	1.00	98.58	27.15	125.72
075-072-027-000	04	1.00	98.58	27.15	125.72
075-072-028-000	04	1.00	98.58	27.15	125.72
075-072-029-000	04	1.00	98.58	27.15	125.72
075-072-030-000	04	1.00	98.58	27.15	125.72
075-072-031-000	04	1.00	98.58	27.15	125.72
075-072-032-000	04	1.00	98.58	27.15	125.72
075-072-033-000	04	1.00	98.58	27.15	125.72
075-072-034-000	04	1.00	98.58	27.15	125.72
075-072-035-000	04	1.00	98.58	27.15	125.72
075-072-036-000	04	1.00	98.58	27.15	125.72
075-072-037-000	04	1.00	98.58	27.15	125.72
075-072-038-000	04	1.00	98.58	27.15	125.72
075-072-039-000	04	1.00	98.58	27.15	125.72
075-072-040-000	04	1.00	98.58	27.15	125.72
075-072-041-000	04	1.00	98.58	27.15	125.72
075-072-042-000	04	1.00	98.58	27.15	125.72
075-072-043-000	04	1.00	98.58	27.15	125.72
075-072-044-000	04	1.00	98.58	27.15	125.72
075-072-045-000	04	1.00	98.58	27.15	125.72
075-072-046-000	04	1.00	98.58	27.15	125.72
075-072-047-000	04	1.00	98.58	27.15	125.72
075-072-048-000	04	1.00	98.58	27.15	125.72
075-072-049-000	04	1.00	98.58	27.15	125.72
075-072-050-000	04	1.00	98.58	27.15	125.72
075-072-051-000	04	1.00	98.58	27.15	125.72
075-072-052-000	04	1.00	98.58	27.15	125.72
075-072-053-000	04	1.00	98.58	27.15	125.72
075-072-054-000	04	1.00	98.58	27.15	125.72
075-072-055-000	04	1.00	98.58	27.15	125.72
075-072-056-000	04	1.00	98.58	27.15	125.72
075-072-057-000	04	1.00	98.58	27.15	125.72
075-072-058-000	04	1.00	98.58	27.15	125.72
075-072-059-000	04	1.00	98.58	27.15	125.72
075-072-060-000	04	1.00	98.58	27.15	125.72
075-072-061-000	04	1.00	98.58	27.15	125.72
075-072-062-000	04	1.00	98.58	27.15	125.72
075-072-063-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-072-064-000	04	1.00	98.58	27.15	125.72
075-072-065-000	04	1.00	98.58	27.15	125.72
075-072-066-000	04	1.00	98.58	27.15	125.72
075-072-067-000	04	1.00	98.58	27.15	125.72
075-072-068-000	04	1.00	98.58	27.15	125.72
075-072-069-000	04	1.00	98.58	27.15	125.72
075-072-070-000	04	1.00	98.58	27.15	125.72
075-072-071-000	04	1.00	98.58	27.15	125.72
075-072-072-000	04	1.00	98.58	27.15	125.72
075-072-073-000	04	1.00	98.58	27.15	125.72
075-072-074-000	04	1.00	98.58	27.15	125.72
075-072-075-000	04	1.00	98.58	27.15	125.72
075-072-076-000	04	1.00	98.58	27.15	125.72
075-072-077-000	04	1.00	98.58	27.15	125.72
075-072-078-000	04	1.00	98.58	27.15	125.72
075-072-081-000	04	1.00	98.58	27.15	125.72
075-072-082-000	04	1.00	98.58	27.15	125.72
075-072-083-000	04	1.00	98.58	27.15	125.72
075-072-084-000	04	1.00	98.58	27.15	125.72
075-072-085-000	04	1.00	98.58	27.15	125.72
075-072-086-000	04	1.00	98.58	27.15	125.72
075-072-087-000	04	1.00	98.58	27.15	125.72
075-072-088-000	04	1.00	98.58	27.15	125.72
075-072-089-000	04	1.00	98.58	27.15	125.72
075-072-090-000	04	1.00	98.58	27.15	125.72
075-072-091-000	04	1.00	98.58	27.15	125.72
075-072-092-000	04	1.00	98.58	27.15	125.72
075-072-093-000	04	1.00	98.58	27.15	125.72
075-072-094-000	04	1.00	98.58	27.15	125.72
075-072-095-000	04	1.00	98.58	27.15	125.72
075-072-096-000	04	1.00	98.58	27.15	125.72
075-073-005-000	04	1.00	98.58	27.15	125.72
075-073-006-000	04	1.00	98.58	27.15	125.72
075-073-007-000	04	1.00	98.58	27.15	125.72
075-073-008-000	04	1.00	98.58	27.15	125.72
075-073-009-000	04	1.00	98.58	27.15	125.72
075-073-010-000	04	1.00	98.58	27.15	125.72
075-073-011-000	04	1.00	98.58	27.15	125.72
075-073-012-000	04	1.00	98.58	27.15	125.72
075-073-013-000	04	1.00	98.58	27.15	125.72
075-073-014-000	04	1.00	98.58	27.15	125.72
075-073-015-000	04	1.00	98.58	27.15	125.72
075-073-016-000	04	1.00	98.58	27.15	125.72
075-073-017-000	04	1.00	98.58	27.15	125.72
075-073-018-000	04	1.00	98.58	27.15	125.72
075-073-019-000	04	1.00	98.58	27.15	125.72
075-073-020-000	04	1.00	98.58	27.15	125.72
075-073-021-000	04	1.00	98.58	27.15	125.72
075-073-022-000	04	1.00	98.58	27.15	125.72
075-073-023-000	04	1.00	98.58	27.15	125.72
075-073-024-000	04	1.00	98.58	27.15	125.72
075-073-025-000	04	1.00	98.58	27.15	125.72
075-073-026-000	04	1.00	98.58	27.15	125.72
075-073-027-000	04	1.00	98.58	27.15	125.72
075-073-028-000	04	1.00	98.58	27.15	125.72
075-073-029-000	04	1.00	98.58	27.15	125.72
075-073-030-000	04	1.00	98.58	27.15	125.72
075-073-031-000	04	1.00	98.58	27.15	125.72
075-073-032-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-073-033-000	04	1.00	98.58	27.15	125.72
075-073-034-000	04	1.00	98.58	27.15	125.72
075-073-035-000	04	1.00	98.58	27.15	125.72
075-073-036-000	04	1.00	98.58	27.15	125.72
075-073-037-000	04	1.00	98.58	27.15	125.72
075-073-038-000	04	1.00	98.58	27.15	125.72
075-073-039-000	04	1.00	98.58	27.15	125.72
075-073-040-000	04	1.00	98.58	27.15	125.72
075-073-041-000	04	1.00	98.58	27.15	125.72
075-073-042-000	04	1.00	98.58	27.15	125.72
075-073-043-000	04	1.00	98.58	27.15	125.72
075-073-044-000	04	1.00	98.58	27.15	125.72
075-073-045-000	04	1.00	98.58	27.15	125.72
075-073-046-000	04	1.00	98.58	27.15	125.72
075-073-047-000	04	1.00	98.58	27.15	125.72
075-073-048-000	04	1.00	98.58	27.15	125.72
075-073-049-000	04	1.00	98.58	27.15	125.72
075-073-050-000	04	1.00	98.58	27.15	125.72
075-073-051-000	04	1.00	98.58	27.15	125.72
075-073-052-000	04	1.00	98.58	27.15	125.72
075-073-053-000	04	1.00	98.58	27.15	125.72
075-073-054-000	04	1.00	98.58	27.15	125.72
075-073-055-000	04	1.00	98.58	27.15	125.72
075-073-056-000	04	1.00	98.58	27.15	125.72
075-073-057-000	04	1.00	98.58	27.15	125.72
075-073-058-000	04	1.00	98.58	27.15	125.72
075-073-059-000	04	1.00	98.58	27.15	125.72
075-073-060-000	04	1.00	98.58	27.15	125.72
075-073-061-000	04	1.00	98.58	27.15	125.72
075-073-062-000	04	1.00	98.58	27.15	125.72
075-073-063-000	04	9.00	887.22	244.35	1,131.56
075-073-064-000	04	9.00	887.22	244.35	1,131.56
075-073-065-000	04	1.00	98.58	27.15	125.72
075-073-066-000	04	1.00	98.58	27.15	125.72
075-073-067-000	04	1.00	98.58	27.15	125.72
075-073-068-000	04	1.00	98.58	27.15	125.72
075-073-069-000	04	1.00	98.58	27.15	125.72
075-073-070-000	04	1.00	98.58	27.15	125.72
075-073-071-000	04	1.00	98.58	27.15	125.72
075-073-072-000	04	1.00	98.58	27.15	125.72
075-073-073-000	04	1.00	98.58	27.15	125.72
075-073-074-000	04	1.00	98.58	27.15	125.72
075-073-075-000	04	1.00	98.58	27.15	125.72
075-073-076-000	04	1.00	98.58	27.15	125.72
075-073-077-000	04	1.00	98.58	27.15	125.72
075-073-078-000	04	1.00	98.58	27.15	125.72
075-073-079-000	04	1.00	98.58	27.15	125.72
075-073-080-000	04	1.00	98.58	27.15	125.72
075-073-081-000	04	1.00	98.58	27.15	125.72
075-073-082-000	04	1.00	98.58	27.15	125.72
075-073-083-000	04	1.00	98.58	27.15	125.72
075-073-084-000	04	1.00	98.58	27.15	125.72
075-073-085-000	04	1.00	98.58	27.15	125.72
075-073-086-000	04	1.00	98.58	27.15	125.72
075-073-087-000	04	1.00	98.58	27.15	125.72
075-073-088-000	04	1.00	98.58	27.15	125.72
075-073-089-000	04	1.00	98.58	27.15	125.72
075-073-090-000	04	1.00	98.58	27.15	125.72
075-073-091-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-073-092-000	04	1.00	98.58	27.15	125.72
075-073-093-000	04	1.00	98.58	27.15	125.72
075-073-094-000	04	1.00	98.58	27.15	125.72
075-073-095-000	04	1.00	98.58	27.15	125.72
075-073-096-000	04	1.00	98.58	27.15	125.72
075-073-097-000	04	1.00	98.58	27.15	125.72
075-073-098-000	04	1.00	98.58	27.15	125.72
075-073-099-000	04	1.00	98.58	27.15	125.72
075-073-100-000	04	1.00	98.58	27.15	125.72
075-073-101-000	04	1.00	98.58	27.15	125.72
075-073-102-000	04	1.00	98.58	27.15	125.72
075-073-103-000	04	1.00	98.58	27.15	125.72
075-073-104-000	04	1.00	98.58	27.15	125.72
075-073-105-000	04	1.00	98.58	27.15	125.72
075-073-106-000	04	1.00	98.58	27.15	125.72
075-073-107-000	04	1.00	98.58	27.15	125.72
075-073-108-000	04	1.00	98.58	27.15	125.72
075-073-109-000	04	1.00	98.58	27.15	125.72
075-073-110-000	04	1.00	98.58	27.15	125.72
075-073-111-000	04	1.00	98.58	27.15	125.72
075-074-001-000	04	1.00	98.58	27.15	125.72
075-074-002-000	04	1.00	98.58	27.15	125.72
075-074-003-000	04	1.00	98.58	27.15	125.72
075-074-004-000	04	1.00	98.58	27.15	125.72
075-074-005-000	04	1.00	98.58	27.15	125.72
075-074-006-000	04	1.00	98.58	27.15	125.72
075-074-007-000	04	1.00	98.58	27.15	125.72
075-074-008-000	04	1.00	98.58	27.15	125.72
075-074-009-000	04	1.00	98.58	27.15	125.72
075-074-010-000	04	1.00	98.58	27.15	125.72
075-074-011-000	04	1.00	98.58	27.15	125.72
075-074-012-000	04	1.00	98.58	27.15	125.72
075-074-013-000	04	1.00	98.58	27.15	125.72
075-074-014-000	04	1.00	98.58	27.15	125.72
075-074-015-000	04	1.00	98.58	27.15	125.72
075-074-016-000	04	1.00	98.58	27.15	125.72
075-074-017-000	04	1.00	98.58	27.15	125.72
075-074-018-000	04	1.00	98.58	27.15	125.72
075-074-019-000	04	1.00	98.58	27.15	125.72
075-074-020-000	04	1.00	98.58	27.15	125.72
075-074-021-000	04	1.00	98.58	27.15	125.72
075-074-022-000	04	1.00	98.58	27.15	125.72
075-074-023-000	04	1.00	98.58	27.15	125.72
075-074-024-000	04	1.00	98.58	27.15	125.72
075-074-025-000	04	1.00	98.58	27.15	125.72
075-074-026-000	04	1.00	98.58	27.15	125.72
075-074-027-000	04	1.00	98.58	27.15	125.72
075-074-028-000	04	1.00	98.58	27.15	125.72
075-074-029-000	04	1.00	98.58	27.15	125.72
075-074-030-000	04	1.00	98.58	27.15	125.72
075-074-031-000	04	1.00	98.58	27.15	125.72
075-074-032-000	04	1.00	98.58	27.15	125.72
075-074-033-000	04	1.00	98.58	27.15	125.72
075-074-034-000	04	1.00	98.58	27.15	125.72
075-074-035-000	04	1.00	98.58	27.15	125.72
075-074-036-000	04	1.00	98.58	27.15	125.72
075-074-037-000	04	1.00	98.58	27.15	125.72
075-074-038-000	04	1.00	98.58	27.15	125.72
075-074-039-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-074-040-000	04	1.00	98.58	27.15	125.72
075-074-041-000	04	1.00	98.58	27.15	125.72
075-074-042-000	04	1.00	98.58	27.15	125.72
075-074-043-000	04	1.00	98.58	27.15	125.72
075-074-044-000	04	1.00	98.58	27.15	125.72
075-074-045-000	04	1.00	98.58	27.15	125.72
075-074-046-000	04	1.00	98.58	27.15	125.72
075-074-047-000	04	1.00	98.58	27.15	125.72
075-074-048-000	04	1.00	98.58	27.15	125.72
075-074-049-000	04	1.00	98.58	27.15	125.72
075-074-050-000	04	1.00	98.58	27.15	125.72
075-074-051-000	04	1.00	98.58	27.15	125.72
075-074-052-000	04	1.00	98.58	27.15	125.72
075-074-053-000	04	1.00	98.58	27.15	125.72
075-074-054-000	04	1.00	98.58	27.15	125.72
075-074-055-000	04	1.00	98.58	27.15	125.72
075-074-056-000	04	1.00	98.58	27.15	125.72
075-074-057-000	04	1.00	98.58	27.15	125.72
075-074-058-000	04	1.00	98.58	27.15	125.72
075-074-059-000	04	1.00	98.58	27.15	125.72
075-074-060-000	04	1.00	98.58	27.15	125.72
075-074-061-000	04	1.00	98.58	27.15	125.72
075-074-062-000	04	1.00	98.58	27.15	125.72
075-074-063-000	04	1.00	98.58	27.15	125.72
075-074-064-000	04	1.00	98.58	27.15	125.72
075-074-065-000	04	1.00	98.58	27.15	125.72
075-074-066-000	04	1.00	98.58	27.15	125.72
075-074-067-000	04	1.00	98.58	27.15	125.72
075-074-068-000	04	1.00	98.58	27.15	125.72
075-074-069-000	04	1.00	98.58	27.15	125.72
075-074-070-000	04	1.00	98.58	27.15	125.72
075-074-071-000	04	1.00	98.58	27.15	125.72
075-074-072-000	04	1.00	98.58	27.15	125.72
075-074-073-000	04	1.00	98.58	27.15	125.72
075-074-074-000	04	1.00	98.58	27.15	125.72
075-074-075-000	04	1.00	98.58	27.15	125.72
075-074-076-000	04	1.00	98.58	27.15	125.72
075-074-077-000	04	1.00	98.58	27.15	125.72
075-074-078-000	04	1.00	98.58	27.15	125.72
075-074-079-000	04	1.00	98.58	27.15	125.72
075-074-080-000	04	1.00	98.58	27.15	125.72
075-075-001-000	04	1.00	98.58	27.15	125.72
075-075-002-000	04	1.00	98.58	27.15	125.72
075-075-003-000	04	1.00	98.58	27.15	125.72
075-075-004-000	04	1.00	98.58	27.15	125.72
075-075-005-000	04	1.00	98.58	27.15	125.72
075-075-006-000	04	1.00	98.58	27.15	125.72
075-075-007-000	04	1.00	98.58	27.15	125.72
075-075-008-000	04	1.00	98.58	27.15	125.72
075-075-009-000	04	1.00	98.58	27.15	125.72
075-075-010-000	04	1.00	98.58	27.15	125.72
075-075-011-000	04	1.00	98.58	27.15	125.72
075-075-012-000	04	1.00	98.58	27.15	125.72
075-075-013-000	04	1.00	98.58	27.15	125.72
075-075-014-000	04	1.00	98.58	27.15	125.72
075-075-015-000	04	1.00	98.58	27.15	125.72
075-075-016-000	04	1.00	98.58	27.15	125.72
075-075-017-000	04	1.00	98.58	27.15	125.72
075-075-018-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-075-019-000	04	1.00	98.58	27.15	125.72
075-075-020-000	04	1.00	98.58	27.15	125.72
075-075-021-000	04	1.00	98.58	27.15	125.72
075-075-022-000	04	1.00	98.58	27.15	125.72
075-075-023-000	04	1.00	98.58	27.15	125.72
075-075-024-000	04	1.00	98.58	27.15	125.72
075-075-025-000	04	1.00	98.58	27.15	125.72
075-075-026-000	04	1.00	98.58	27.15	125.72
075-075-027-000	04	1.00	98.58	27.15	125.72
075-075-028-000	04	1.00	98.58	27.15	125.72
075-075-029-000	04	1.00	98.58	27.15	125.72
075-075-030-000	04	1.00	98.58	27.15	125.72
075-075-032-000	04	1.00	98.58	27.15	125.72
075-075-033-000	04	1.00	98.58	27.15	125.72
075-075-034-000	04	1.00	98.58	27.15	125.72
075-075-035-000	04	1.00	98.58	27.15	125.72
075-075-036-000	04	1.00	98.58	27.15	125.72
075-075-037-000	04	1.00	98.58	27.15	125.72
075-075-038-000	04	1.00	98.58	27.15	125.72
075-075-039-000	04	1.00	98.58	27.15	125.72
075-075-040-000	04	1.00	98.58	27.15	125.72
075-075-041-000	04	1.00	98.58	27.15	125.72
075-075-042-000	04	1.00	98.58	27.15	125.72
075-075-043-000	04	1.00	98.58	27.15	125.72
075-075-044-000	04	1.00	98.58	27.15	125.72
075-075-045-000	04	1.00	98.58	27.15	125.72
075-075-046-000	04	1.00	98.58	27.15	125.72
075-075-047-000	04	1.00	98.58	27.15	125.72
075-075-048-000	04	1.00	98.58	27.15	125.72
075-075-049-000	04	1.00	98.58	27.15	125.72
075-075-050-000	04	1.00	98.58	27.15	125.72
075-075-051-000	04	1.00	98.58	27.15	125.72
075-076-001-000	04	1.00	98.58	27.15	125.72
075-076-002-000	04	1.00	98.58	27.15	125.72
075-076-003-000	04	1.00	98.58	27.15	125.72
075-076-004-000	04	1.00	98.58	27.15	125.72
075-076-005-000	04	1.00	98.58	27.15	125.72
075-076-006-000	04	1.00	98.58	27.15	125.72
075-076-007-000	04	1.00	98.58	27.15	125.72
075-076-008-000	04	1.00	98.58	27.15	125.72
075-076-009-000	04	1.00	98.58	27.15	125.72
075-076-010-000	04	1.00	98.58	27.15	125.72
075-076-011-000	04	1.00	98.58	27.15	125.72
075-076-012-000	04	1.00	98.58	27.15	125.72
075-076-013-000	04	1.00	98.58	27.15	125.72
075-076-014-000	04	1.00	98.58	27.15	125.72
075-076-015-000	04	1.00	98.58	27.15	125.72
075-076-016-000	04	1.00	98.58	27.15	125.72
075-076-017-000	04	1.00	98.58	27.15	125.72
075-076-018-000	04	1.00	98.58	27.15	125.72
075-076-019-000	04	1.00	98.58	27.15	125.72
075-076-020-000	04	1.00	98.58	27.15	125.72
075-076-021-000	04	1.00	98.58	27.15	125.72
075-076-022-000	04	1.00	98.58	27.15	125.72
075-076-023-000	04	1.00	98.58	27.15	125.72
075-076-024-000	04	1.00	98.58	27.15	125.72
075-076-025-000	04	1.00	98.58	27.15	125.72
075-076-026-000	04	1.00	98.58	27.15	125.72
075-076-027-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-076-028-000	04	1.00	98.58	27.15	125.72
075-076-029-000	04	1.00	98.58	27.15	125.72
075-076-030-000	04	1.00	98.58	27.15	125.72
075-076-031-000	04	1.00	98.58	27.15	125.72
075-076-033-000	04	1.00	98.58	27.15	125.72
075-076-034-000	04	1.00	98.58	27.15	125.72
075-076-035-000	04	1.00	98.58	27.15	125.72
075-076-036-000	04	1.00	98.58	27.15	125.72
075-076-037-000	04	1.00	98.58	27.15	125.72
075-076-038-000	04	1.00	98.58	27.15	125.72
075-076-039-000	04	1.00	98.58	27.15	125.72
075-076-040-000	04	1.00	98.58	27.15	125.72
075-076-041-000	04	1.00	98.58	27.15	125.72
075-076-042-000	04	1.00	98.58	27.15	125.72
075-076-043-000	04	1.00	98.58	27.15	125.72
075-076-044-000	04	1.00	98.58	27.15	125.72
075-076-045-000	04	1.00	98.58	27.15	125.72
075-076-046-000	04	1.00	98.58	27.15	125.72
075-076-047-000	04	1.00	98.58	27.15	125.72
075-076-048-000	04	1.00	98.58	27.15	125.72
075-076-049-000	04	1.00	98.58	27.15	125.72
075-076-050-000	04	1.00	98.58	27.15	125.72
075-076-051-000	04	1.00	98.58	27.15	125.72
075-076-052-000	04	1.00	98.58	27.15	125.72
075-076-053-000	04	1.00	98.58	27.15	125.72
075-076-054-000	04	1.00	98.58	27.15	125.72
075-077-001-000	04	1.00	98.58	27.15	125.72
075-077-002-000	04	1.00	98.58	27.15	125.72
075-077-003-000	04	1.00	98.58	27.15	125.72
075-077-004-000	04	1.00	98.58	27.15	125.72
075-077-005-000	04	1.00	98.58	27.15	125.72
075-077-006-000	04	1.00	98.58	27.15	125.72
075-077-007-000	04	1.00	98.58	27.15	125.72
075-077-008-000	04	1.00	98.58	27.15	125.72
075-077-009-000	04	1.00	98.58	27.15	125.72
075-077-010-000	04	1.00	98.58	27.15	125.72
075-077-011-000	04	1.00	98.58	27.15	125.72
075-077-012-000	04	1.00	98.58	27.15	125.72
075-077-013-000	04	1.00	98.58	27.15	125.72
075-077-014-000	04	1.00	98.58	27.15	125.72
075-077-015-000	04	1.00	98.58	27.15	125.72
075-077-016-000	04	1.00	98.58	27.15	125.72
075-077-017-000	04	1.00	98.58	27.15	125.72
075-077-018-000	04	1.00	98.58	27.15	125.72
075-077-019-000	04	1.00	98.58	27.15	125.72
075-077-020-000	04	1.00	98.58	27.15	125.72
075-077-021-000	04	1.00	98.58	27.15	125.72
075-077-022-000	04	1.00	98.58	27.15	125.72
075-077-023-000	04	1.00	98.58	27.15	125.72
075-077-024-000	04	1.00	98.58	27.15	125.72
075-077-025-000	04	1.00	98.58	27.15	125.72
075-077-026-000	04	1.00	98.58	27.15	125.72
075-077-027-000	04	1.00	98.58	27.15	125.72
075-077-028-000	04	1.00	98.58	27.15	125.72
075-077-029-000	04	1.00	98.58	27.15	125.72
075-077-030-000	04	1.00	98.58	27.15	125.72
075-077-031-000	04	1.00	98.58	27.15	125.72
075-077-032-000	04	1.00	98.58	27.15	125.72
075-077-033-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-077-034-000	04	1.00	98.58	27.15	125.72
075-077-035-000	04	1.00	98.58	27.15	125.72
075-077-036-000	04	1.00	98.58	27.15	125.72
075-077-037-000	04	1.00	98.58	27.15	125.72
075-077-038-000	04	1.00	98.58	27.15	125.72
075-077-039-000	04	1.00	98.58	27.15	125.72
075-077-040-000	04	1.00	98.58	27.15	125.72
075-077-041-000	04	1.00	98.58	27.15	125.72
075-077-042-000	04	1.00	98.58	27.15	125.72
075-077-043-000	04	1.00	98.58	27.15	125.72
075-077-044-000	04	1.00	98.58	27.15	125.72
075-077-045-000	04	1.00	98.58	27.15	125.72
075-077-046-000	04	1.00	98.58	27.15	125.72
075-077-047-000	04	1.00	98.58	27.15	125.72
075-077-048-000	04	1.00	98.58	27.15	125.72
075-077-049-000	04	1.00	98.58	27.15	125.72
075-077-050-000	04	1.00	98.58	27.15	125.72
075-077-051-000	04	1.00	98.58	27.15	125.72
075-077-052-000	04	1.00	98.58	27.15	125.72
075-077-053-000	04	1.00	98.58	27.15	125.72
075-077-054-000	04	1.00	98.58	27.15	125.72
075-077-055-000	04	1.00	98.58	27.15	125.72
075-077-056-000	04	1.00	98.58	27.15	125.72
075-077-057-000	04	1.00	98.58	27.15	125.72
075-077-058-000	04	1.00	98.58	27.15	125.72
075-077-059-000	04	1.00	98.58	27.15	125.72
075-077-060-000	04	1.00	98.58	27.15	125.72
075-077-061-000	04	1.00	98.58	27.15	125.72
075-077-062-000	04	1.00	98.58	27.15	125.72
075-077-063-000	04	1.00	98.58	27.15	125.72
075-077-064-000	04	1.00	98.58	27.15	125.72
075-077-065-000	04	1.00	98.58	27.15	125.72
075-077-066-000	04	1.00	98.58	27.15	125.72
075-077-067-000	04	1.00	98.58	27.15	125.72
075-077-068-000	04	1.00	98.58	27.15	125.72
075-077-069-000	04	1.00	98.58	27.15	125.72
075-078-001-000	04	1.00	98.58	27.15	125.72
075-078-002-000	04	1.00	98.58	27.15	125.72
075-078-003-000	04	1.00	98.58	27.15	125.72
075-078-004-000	04	1.00	98.58	27.15	125.72
075-078-007-000	04	1.00	98.58	27.15	125.72
075-078-008-000	04	1.00	98.58	27.15	125.72
075-078-009-000	04	1.00	98.58	27.15	125.72
075-078-010-000	04	1.00	98.58	27.15	125.72
075-078-011-000	04	1.00	98.58	27.15	125.72
075-078-012-000	04	1.00	98.58	27.15	125.72
075-078-013-000	04	1.00	98.58	27.15	125.72
075-078-014-000	04	1.00	98.58	27.15	125.72
075-078-015-000	04	1.00	98.58	27.15	125.72
075-078-016-000	04	1.00	98.58	27.15	125.72
075-078-017-000	04	1.00	98.58	27.15	125.72
075-078-018-000	04	1.00	98.58	27.15	125.72
075-078-019-000	04	1.00	98.58	27.15	125.72
075-078-020-000	04	1.00	98.58	27.15	125.72
075-078-021-000	04	1.00	98.58	27.15	125.72
075-078-022-000	04	1.00	98.58	27.15	125.72
075-078-023-000	04	1.00	98.58	27.15	125.72
075-078-024-000	04	1.00	98.58	27.15	125.72
075-078-025-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-078-026-000	04	1.00	98.58	27.15	125.72
075-078-027-000	04	1.00	98.58	27.15	125.72
075-078-028-000	04	1.00	98.58	27.15	125.72
075-078-029-000	04	1.00	98.58	27.15	125.72
075-078-030-000	04	1.00	98.58	27.15	125.72
075-078-031-000	04	1.00	98.58	27.15	125.72
075-078-032-000	04	1.00	98.58	27.15	125.72
075-078-033-000	04	1.00	98.58	27.15	125.72
075-078-034-000	04	1.00	98.58	27.15	125.72
075-078-035-000	04	1.00	98.58	27.15	125.72
075-078-036-000	04	1.00	98.58	27.15	125.72
075-078-037-000	04	1.00	98.58	27.15	125.72
075-078-038-000	04	1.00	98.58	27.15	125.72
075-078-039-000	04	1.00	98.58	27.15	125.72
075-078-040-000	04	1.00	98.58	27.15	125.72
075-078-041-000	04	1.00	98.58	27.15	125.72
075-078-042-000	04	1.00	98.58	27.15	125.72
075-078-043-000	04	1.00	98.58	27.15	125.72
075-078-044-000	04	1.00	98.58	27.15	125.72
075-078-045-000	04	1.00	98.58	27.15	125.72
075-078-046-000	04	1.00	98.58	27.15	125.72
075-078-047-000	04	1.00	98.58	27.15	125.72
075-078-048-000	04	1.00	98.58	27.15	125.72
075-078-049-000	04	1.00	98.58	27.15	125.72
075-078-050-000	04	1.00	98.58	27.15	125.72
075-078-051-000	04	1.00	98.58	27.15	125.72
075-078-052-000	04	1.00	98.58	27.15	125.72
075-078-053-000	04	1.00	98.58	27.15	125.72
075-078-054-000	04	1.00	98.58	27.15	125.72
075-078-055-000	04	1.00	98.58	27.15	125.72
075-078-056-000	04	1.00	98.58	27.15	125.72
075-078-057-000	04	1.00	98.58	27.15	125.72
075-078-058-000	04	1.00	98.58	27.15	125.72
075-078-059-000	04	1.00	98.58	27.15	125.72
075-078-060-000	04	1.00	98.58	27.15	125.72
075-078-061-000	04	1.00	98.58	27.15	125.72
075-078-062-000	04	1.00	98.58	27.15	125.72
075-078-063-000	04	1.00	98.58	27.15	125.72
075-078-064-000	04	1.00	98.58	27.15	125.72
075-078-065-000	04	1.00	98.58	27.15	125.72
075-078-066-000	04	1.00	98.58	27.15	125.72
075-078-068-000	04	1.00	98.58	27.15	125.72
075-078-069-000	04	1.00	98.58	27.15	125.72
075-080-001-000	04	1.00	98.58	27.15	125.72
075-080-002-000	04	1.00	98.58	27.15	125.72
075-080-003-000	04	1.00	98.58	27.15	125.72
075-080-004-000	04	1.00	98.58	27.15	125.72
075-080-005-000	04	1.00	98.58	27.15	125.72
075-080-006-000	04	1.00	98.58	27.15	125.72
075-080-007-000	04	1.00	98.58	27.15	125.72
075-080-008-000	04	1.00	98.58	27.15	125.72
075-080-009-000	04	1.00	98.58	27.15	125.72
075-080-010-000	04	1.00	98.58	27.15	125.72
075-080-011-000	04	1.00	98.58	27.15	125.72
075-080-012-000	04	1.00	98.58	27.15	125.72
075-080-013-000	04	1.00	98.58	27.15	125.72
075-080-014-000	04	1.00	98.58	27.15	125.72
075-080-015-000	04	1.00	98.58	27.15	125.72
075-080-016-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-080-017-000	04	1.00	98.58	27.15	125.72
075-080-018-000	04	1.00	98.58	27.15	125.72
075-080-019-000	04	1.00	98.58	27.15	125.72
075-080-020-000	04	1.00	98.58	27.15	125.72
075-080-021-000	04	1.00	98.58	27.15	125.72
075-080-022-000	04	1.00	98.58	27.15	125.72
075-080-023-000	04	1.00	98.58	27.15	125.72
075-080-024-000	04	1.00	98.58	27.15	125.72
075-080-025-000	04	1.00	98.58	27.15	125.72
075-080-026-000	04	1.00	98.58	27.15	125.72
075-080-027-000	04	1.00	98.58	27.15	125.72
075-080-028-000	04	1.00	98.58	27.15	125.72
075-080-029-000	04	1.00	98.58	27.15	125.72
075-080-030-000	04	1.00	98.58	27.15	125.72
075-080-031-000	04	1.00	98.58	27.15	125.72
075-080-032-000	04	1.00	98.58	27.15	125.72
075-080-033-000	04	1.00	98.58	27.15	125.72
075-080-034-000	04	1.00	98.58	27.15	125.72
075-080-035-000	04	1.00	98.58	27.15	125.72
075-080-036-000	04	1.00	98.58	27.15	125.72
075-080-037-000	04	1.00	98.58	27.15	125.72
075-080-038-000	04	1.00	98.58	27.15	125.72
075-080-039-000	04	1.00	98.58	27.15	125.72
075-080-040-000	04	1.00	98.58	27.15	125.72
075-080-041-000	04	1.00	98.58	27.15	125.72
075-080-042-000	04	1.00	98.58	27.15	125.72
075-080-043-000	04	1.00	98.58	27.15	125.72
075-080-044-000	04	1.00	98.58	27.15	125.72
075-080-045-000	04	1.00	98.58	27.15	125.72
075-080-046-000	04	1.00	98.58	27.15	125.72
075-080-047-000	04	1.00	98.58	27.15	125.72
075-080-048-000	04	1.00	98.58	27.15	125.72
075-080-049-000	04	1.00	98.58	27.15	125.72
075-080-050-000	04	1.00	98.58	27.15	125.72
075-080-051-000	04	1.00	98.58	27.15	125.72
075-080-052-000	04	1.00	98.58	27.15	125.72
075-080-053-000	04	1.00	98.58	27.15	125.72
075-080-054-000	04	1.00	98.58	27.15	125.72
075-081-001-000	04	1.00	98.58	27.15	125.72
075-081-002-000	04	1.00	98.58	27.15	125.72
075-081-003-000	04	1.00	98.58	27.15	125.72
075-081-004-000	04	1.00	98.58	27.15	125.72
075-081-005-000	04	1.00	98.58	27.15	125.72
075-081-006-000	04	1.00	98.58	27.15	125.72
075-081-007-000	04	1.00	98.58	27.15	125.72
075-081-008-000	04	1.00	98.58	27.15	125.72
075-081-009-000	04	1.00	98.58	27.15	125.72
075-081-010-000	04	1.00	98.58	27.15	125.72
075-081-011-000	04	1.00	98.58	27.15	125.72
075-081-012-000	04	1.00	98.58	27.15	125.72
075-081-013-000	04	1.00	98.58	27.15	125.72
075-081-014-000	04	1.00	98.58	27.15	125.72
075-081-015-000	04	1.00	98.58	27.15	125.72
075-081-016-000	04	1.00	98.58	27.15	125.72
075-081-017-000	04	1.00	98.58	27.15	125.72
075-081-018-000	04	1.00	98.58	27.15	125.72
075-081-019-000	04	1.00	98.58	27.15	125.72
075-081-020-000	04	1.00	98.58	27.15	125.72
075-081-021-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-081-022-000	04	1.00	98.58	27.15	125.72
075-081-023-000	04	1.00	98.58	27.15	125.72
075-081-024-000	04	1.00	98.58	27.15	125.72
075-081-025-000	04	1.00	98.58	27.15	125.72
075-081-026-000	04	1.00	98.58	27.15	125.72
075-081-027-000	04	1.00	98.58	27.15	125.72
075-081-028-000	04	1.00	98.58	27.15	125.72
075-081-029-000	04	1.00	98.58	27.15	125.72
075-081-030-000	04	1.00	98.58	27.15	125.72
075-081-031-000	04	1.00	98.58	27.15	125.72
075-081-032-000	04	1.00	98.58	27.15	125.72
075-081-034-000	04	1.00	98.58	27.15	125.72
075-081-035-000	04	1.00	98.58	27.15	125.72
075-081-036-000	04	1.00	98.58	27.15	125.72
075-081-037-000	04	1.00	98.58	27.15	125.72
075-081-038-000	04	1.00	98.58	27.15	125.72
075-081-039-000	04	1.00	98.58	27.15	125.72
075-081-040-000	04	1.00	98.58	27.15	125.72
075-081-041-000	04	1.00	98.58	27.15	125.72
075-081-042-000	04	1.00	98.58	27.15	125.72
075-081-043-000	04	1.00	98.58	27.15	125.72
075-081-044-000	04	1.00	98.58	27.15	125.72
075-081-045-000	04	1.00	98.58	27.15	125.72
075-081-046-000	04	1.00	98.58	27.15	125.72
075-081-047-000	04	1.00	98.58	27.15	125.72
075-081-048-000	04	1.00	98.58	27.15	125.72
075-081-049-000	04	1.00	98.58	27.15	125.72
075-081-050-000	04	1.00	98.58	27.15	125.72
075-081-051-000	04	1.00	98.58	27.15	125.72
075-081-052-000	04	1.00	98.58	27.15	125.72
075-081-053-000	04	1.00	98.58	27.15	125.72
075-081-054-000	04	1.00	98.58	27.15	125.72
075-081-055-000	04	1.00	98.58	27.15	125.72
075-081-056-000	04	1.00	98.58	27.15	125.72
075-081-057-000	04	1.00	98.58	27.15	125.72
075-081-058-000	04	1.00	98.58	27.15	125.72
075-081-059-000	04	1.00	98.58	27.15	125.72
075-081-060-000	04	1.00	98.58	27.15	125.72
075-082-001-000	04	1.00	98.58	27.15	125.72
075-082-002-000	04	1.00	98.58	27.15	125.72
075-082-003-000	04	1.00	98.58	27.15	125.72
075-082-004-000	04	1.00	98.58	27.15	125.72
075-082-005-000	04	1.00	98.58	27.15	125.72
075-082-006-000	04	1.00	98.58	27.15	125.72
075-082-007-000	04	1.00	98.58	27.15	125.72
075-082-008-000	04	1.00	98.58	27.15	125.72
075-082-009-000	04	1.00	98.58	27.15	125.72
075-082-010-000	04	1.00	98.58	27.15	125.72
075-082-011-000	04	1.00	98.58	27.15	125.72
075-082-012-000	04	1.00	98.58	27.15	125.72
075-082-013-000	04	1.00	98.58	27.15	125.72
075-082-014-000	04	1.00	98.58	27.15	125.72
075-082-015-000	04	1.00	98.58	27.15	125.72
075-082-016-000	04	1.00	98.58	27.15	125.72
075-082-017-000	04	1.00	98.58	27.15	125.72
075-082-018-000	04	1.00	98.58	27.15	125.72
075-082-019-000	04	1.00	98.58	27.15	125.72
075-082-020-000	04	1.00	98.58	27.15	125.72
075-082-021-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-082-022-000	04	1.00	98.58	27.15	125.72
075-082-023-000	04	1.00	98.58	27.15	125.72
075-082-024-000	04	1.00	98.58	27.15	125.72
075-082-025-000	04	1.00	98.58	27.15	125.72
075-082-026-000	04	1.00	98.58	27.15	125.72
075-082-027-000	04	1.00	98.58	27.15	125.72
075-082-028-000	04	1.00	98.58	27.15	125.72
075-082-029-000	04	1.00	98.58	27.15	125.72
075-082-030-000	04	1.00	98.58	27.15	125.72
075-082-031-000	04	1.00	98.58	27.15	125.72
075-082-032-000	04	1.00	98.58	27.15	125.72
075-082-033-000	04	1.00	98.58	27.15	125.72
075-082-034-000	04	1.00	98.58	27.15	125.72
075-082-035-000	04	1.00	98.58	27.15	125.72
075-082-036-000	04	1.00	98.58	27.15	125.72
075-082-037-000	04	1.00	98.58	27.15	125.72
075-082-038-000	04	1.00	98.58	27.15	125.72
075-082-039-000	04	1.00	98.58	27.15	125.72
075-082-040-000	04	1.00	98.58	27.15	125.72
075-082-041-000	04	1.00	98.58	27.15	125.72
075-082-042-000	04	1.00	98.58	27.15	125.72
075-082-043-000	04	1.00	98.58	27.15	125.72
075-082-044-000	04	1.00	98.58	27.15	125.72
075-082-045-000	04	1.00	98.58	27.15	125.72
075-082-046-000	04	1.00	98.58	27.15	125.72
075-082-047-000	04	1.00	98.58	27.15	125.72
075-082-048-000	04	1.00	98.58	27.15	125.72
075-082-049-000	04	1.00	98.58	27.15	125.72
075-082-050-000	04	1.00	98.58	27.15	125.72
075-082-051-000	04	1.00	98.58	27.15	125.72
075-082-052-000	04	1.00	98.58	27.15	125.72
075-082-053-000	04	1.00	98.58	27.15	125.72
075-082-054-000	04	1.00	98.58	27.15	125.72
075-083-001-000	04	1.00	98.58	27.15	125.72
075-083-002-000	04	1.00	98.58	27.15	125.72
075-083-003-000	04	1.00	98.58	27.15	125.72
075-083-004-000	04	1.00	98.58	27.15	125.72
075-083-005-000	04	1.00	98.58	27.15	125.72
075-083-006-000	04	1.00	98.58	27.15	125.72
075-083-007-000	04	1.00	98.58	27.15	125.72
075-083-008-000	04	1.00	98.58	27.15	125.72
075-083-009-000	04	1.00	98.58	27.15	125.72
075-083-010-000	04	1.00	98.58	27.15	125.72
075-083-011-000	04	1.00	98.58	27.15	125.72
075-083-012-000	04	1.00	98.58	27.15	125.72
075-083-013-000	04	1.00	98.58	27.15	125.72
075-083-014-000	04	1.00	98.58	27.15	125.72
075-083-015-000	04	1.00	98.58	27.15	125.72
075-083-016-000	04	1.00	98.58	27.15	125.72
075-083-017-000	04	1.00	98.58	27.15	125.72
075-083-018-000	04	1.00	98.58	27.15	125.72
075-083-019-000	04	1.00	98.58	27.15	125.72
075-083-020-000	04	1.00	98.58	27.15	125.72
075-083-021-000	04	1.00	98.58	27.15	125.72
075-083-022-000	04	1.00	98.58	27.15	125.72
075-083-023-000	04	1.00	98.58	27.15	125.72
075-083-024-000	04	1.00	98.58	27.15	125.72
075-083-025-000	04	1.00	98.58	27.15	125.72
075-083-026-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-083-027-000	04	1.00	98.58	27.15	125.72
075-083-028-000	04	1.00	98.58	27.15	125.72
075-083-029-000	04	1.00	98.58	27.15	125.72
075-083-030-000	04	1.00	98.58	27.15	125.72
075-083-031-000	04	1.00	98.58	27.15	125.72
075-083-032-000	04	1.00	98.58	27.15	125.72
075-083-033-000	04	1.00	98.58	27.15	125.72
075-083-034-000	04	1.00	98.58	27.15	125.72
075-083-035-000	04	1.00	98.58	27.15	125.72
075-083-036-000	04	1.00	98.58	27.15	125.72
075-083-037-000	04	1.00	98.58	27.15	125.72
075-083-038-000	04	1.00	98.58	27.15	125.72
075-083-039-000	04	1.00	98.58	27.15	125.72
075-083-040-000	04	1.00	98.58	27.15	125.72
075-083-041-000	04	1.00	98.58	27.15	125.72
075-083-042-000	04	1.00	98.58	27.15	125.72
075-083-043-000	04	1.00	98.58	27.15	125.72
075-083-044-000	04	1.00	98.58	27.15	125.72
075-083-045-000	04	1.00	98.58	27.15	125.72
075-083-046-000	04	1.00	98.58	27.15	125.72
075-083-047-000	04	1.00	98.58	27.15	125.72
075-083-048-000	04	1.00	98.58	27.15	125.72
075-083-049-000	04	1.00	98.58	27.15	125.72
075-083-050-000	04	1.00	98.58	27.15	125.72
075-083-051-000	04	1.00	98.58	27.15	125.72
075-084-001-000	04	1.00	98.58	27.15	125.72
075-084-002-000	04	1.00	98.58	27.15	125.72
075-084-003-000	04	1.00	98.58	27.15	125.72
075-084-004-000	04	1.00	98.58	27.15	125.72
075-084-005-000	04	1.00	98.58	27.15	125.72
075-084-006-000	04	1.00	98.58	27.15	125.72
075-084-007-000	04	1.00	98.58	27.15	125.72
075-084-008-000	04	1.00	98.58	27.15	125.72
075-084-009-000	04	1.00	98.58	27.15	125.72
075-084-010-000	04	1.00	98.58	27.15	125.72
075-084-011-000	04	1.00	98.58	27.15	125.72
075-084-012-000	04	1.00	98.58	27.15	125.72
075-084-013-000	04	1.00	98.58	27.15	125.72
075-084-014-000	04	1.00	98.58	27.15	125.72
075-084-015-000	04	1.00	98.58	27.15	125.72
075-084-016-000	04	1.00	98.58	27.15	125.72
075-084-017-000	04	1.00	98.58	27.15	125.72
075-084-018-000	04	1.00	98.58	27.15	125.72
075-084-019-000	04	1.00	98.58	27.15	125.72
075-084-020-000	04	1.00	98.58	27.15	125.72
075-084-021-000	04	1.00	98.58	27.15	125.72
075-084-022-000	04	1.00	98.58	27.15	125.72
075-084-023-000	04	1.00	98.58	27.15	125.72
075-084-024-000	04	1.00	98.58	27.15	125.72
075-084-025-000	04	1.00	98.58	27.15	125.72
075-084-026-000	04	1.00	98.58	27.15	125.72
075-084-027-000	04	1.00	98.58	27.15	125.72
075-084-028-000	04	1.00	98.58	27.15	125.72
075-084-029-000	04	1.00	98.58	27.15	125.72
075-084-030-000	04	1.00	98.58	27.15	125.72
075-084-031-000	04	1.00	98.58	27.15	125.72
075-084-032-000	04	1.00	98.58	27.15	125.72
075-084-033-000	04	1.00	98.58	27.15	125.72
075-084-034-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-084-035-000	04	1.00	98.58	27.15	125.72
075-084-036-000	04	1.00	98.58	27.15	125.72
075-084-037-000	04	1.00	98.58	27.15	125.72
075-084-038-000	04	1.00	98.58	27.15	125.72
075-084-039-000	04	1.00	98.58	27.15	125.72
075-084-040-000	04	1.00	98.58	27.15	125.72
075-084-041-000	04	1.00	98.58	27.15	125.72
075-084-042-000	04	1.00	98.58	27.15	125.72
075-084-043-000	04	1.00	98.58	27.15	125.72
075-084-044-000	04	1.00	98.58	27.15	125.72
075-084-045-000	04	1.00	98.58	27.15	125.72
075-084-046-000	04	1.00	98.58	27.15	125.72
075-084-047-000	04	1.00	98.58	27.15	125.72
075-084-048-000	04	1.00	98.58	27.15	125.72
075-084-049-000	04	1.00	98.58	27.15	125.72
075-084-050-000	04	1.00	98.58	27.15	125.72
075-084-051-000	04	1.00	98.58	27.15	125.72
075-084-052-000	04	1.00	98.58	27.15	125.72
075-084-053-000	04	1.00	98.58	27.15	125.72
075-084-054-000	04	1.00	98.58	27.15	125.72
075-084-055-000	04	1.00	98.58	27.15	125.72
075-084-056-000	04	1.00	98.58	27.15	125.72
075-084-057-000	04	1.00	98.58	27.15	125.72
075-084-058-000	04	1.00	98.58	27.15	125.72
075-084-059-000	04	1.00	98.58	27.15	125.72
075-084-060-000	04	1.00	98.58	27.15	125.72
075-084-061-000	04	1.00	98.58	27.15	125.72
075-084-062-000	04	1.00	98.58	27.15	125.72
075-084-063-000	04	1.00	98.58	27.15	125.72
075-084-064-000	04	1.00	98.58	27.15	125.72
075-084-065-000	04	1.00	98.58	27.15	125.72
075-084-066-000	04	1.00	98.58	27.15	125.72
075-084-067-000	04	1.00	98.58	27.15	125.72
075-085-001-000	04	1.00	98.58	27.15	125.72
075-085-002-000	04	1.00	98.58	27.15	125.72
075-085-003-000	04	1.00	98.58	27.15	125.72
075-085-004-000	04	1.00	98.58	27.15	125.72
075-085-005-000	04	1.00	98.58	27.15	125.72
075-085-006-000	04	1.00	98.58	27.15	125.72
075-085-007-000	04	1.00	98.58	27.15	125.72
075-085-008-000	04	1.00	98.58	27.15	125.72
075-085-009-000	04	1.00	98.58	27.15	125.72
075-085-010-000	04	1.00	98.58	27.15	125.72
075-085-011-000	04	1.00	98.58	27.15	125.72
075-085-012-000	04	1.00	98.58	27.15	125.72
075-085-013-000	04	1.00	98.58	27.15	125.72
075-085-014-000	04	1.00	98.58	27.15	125.72
075-085-015-000	04	1.00	98.58	27.15	125.72
075-085-016-000	04	1.00	98.58	27.15	125.72
075-085-017-000	04	1.00	98.58	27.15	125.72
075-085-018-000	04	1.00	98.58	27.15	125.72
075-085-019-000	04	1.00	98.58	27.15	125.72
075-085-020-000	04	1.00	98.58	27.15	125.72
075-085-021-000	04	1.00	98.58	27.15	125.72
075-085-022-000	04	1.00	98.58	27.15	125.72
075-085-023-000	04	1.00	98.58	27.15	125.72
075-085-024-000	04	1.00	98.58	27.15	125.72
075-085-025-000	04	1.00	98.58	27.15	125.72
075-085-026-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-085-027-000	04	1.00	98.58	27.15	125.72
075-085-028-000	04	1.00	98.58	27.15	125.72
075-085-029-000	04	1.00	98.58	27.15	125.72
075-085-030-000	04	1.00	98.58	27.15	125.72
075-085-031-000	04	1.00	98.58	27.15	125.72
075-085-032-000	04	1.00	98.58	27.15	125.72
075-085-033-000	04	1.00	98.58	27.15	125.72
075-085-034-000	04	1.00	98.58	27.15	125.72
075-085-035-000	04	1.00	98.58	27.15	125.72
075-085-036-000	04	1.00	98.58	27.15	125.72
075-085-037-000	04	1.00	98.58	27.15	125.72
075-085-038-000	04	1.00	98.58	27.15	125.72
075-085-039-000	04	1.00	98.58	27.15	125.72
075-085-040-000	04	1.00	98.58	27.15	125.72
075-085-041-000	04	1.00	98.58	27.15	125.72
075-085-042-000	04	1.00	98.58	27.15	125.72
075-085-043-000	04	1.00	98.58	27.15	125.72
075-085-044-000	04	1.00	98.58	27.15	125.72
075-085-045-000	04	1.00	98.58	27.15	125.72
075-085-046-000	04	1.00	98.58	27.15	125.72
075-085-047-000	04	1.00	98.58	27.15	125.72
075-085-048-000	04	1.00	98.58	27.15	125.72
075-085-049-000	04	1.00	98.58	27.15	125.72
075-085-050-000	04	1.00	98.58	27.15	125.72
075-085-051-000	04	1.00	98.58	27.15	125.72
075-085-052-000	04	1.00	98.58	27.15	125.72
075-085-053-000	04	1.00	98.58	27.15	125.72
075-085-054-000	04	1.00	98.58	27.15	125.72
075-085-055-000	04	1.00	98.58	27.15	125.72
075-085-056-000	04	1.00	98.58	27.15	125.72
075-085-057-000	04	1.00	98.58	27.15	125.72
075-085-058-000	04	1.00	98.58	27.15	125.72
075-085-059-000	04	1.00	98.58	27.15	125.72
075-085-060-000	04	1.00	98.58	27.15	125.72
075-085-061-000	04	1.00	98.58	27.15	125.72
075-085-062-000	04	1.00	98.58	27.15	125.72
075-085-063-000	04	1.00	98.58	27.15	125.72
075-085-064-000	04	1.00	98.58	27.15	125.72
075-085-065-000	04	1.00	98.58	27.15	125.72
075-085-066-000	04	1.00	98.58	27.15	125.72
075-085-067-000	04	1.00	98.58	27.15	125.72
075-085-068-000	04	1.00	98.58	27.15	125.72
075-085-069-000	04	1.00	98.58	27.15	125.72
075-085-070-000	04	1.00	98.58	27.15	125.72
075-085-071-000	04	1.00	98.58	27.15	125.72
075-085-072-000	04	1.00	98.58	27.15	125.72
075-085-073-000	04	1.00	98.58	27.15	125.72
075-085-074-000	04	1.00	98.58	27.15	125.72
075-085-075-000	04	1.00	98.58	27.15	125.72
075-085-076-000	04	1.00	98.58	27.15	125.72
075-085-077-000	04	1.00	98.58	27.15	125.72
075-085-078-000	04	1.00	98.58	27.15	125.72
075-085-079-000	04	1.00	98.58	27.15	125.72
075-086-001-000	04	1.00	98.58	27.15	125.72
075-086-002-000	04	1.00	98.58	27.15	125.72
075-086-003-000	04	1.00	98.58	27.15	125.72
075-086-004-000	04	1.00	98.58	27.15	125.72
075-086-005-000	04	1.00	98.58	27.15	125.72
075-086-006-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-086-007-000	04	1.00	98.58	27.15	125.72
075-086-008-000	04	1.00	98.58	27.15	125.72
075-086-009-000	04	1.00	98.58	27.15	125.72
075-086-010-000	04	1.00	98.58	27.15	125.72
075-086-011-000	04	1.00	98.58	27.15	125.72
075-086-012-000	04	1.00	98.58	27.15	125.72
075-086-013-000	04	1.00	98.58	27.15	125.72
075-086-014-000	04	1.00	98.58	27.15	125.72
075-086-015-000	04	1.00	98.58	27.15	125.72
075-086-016-000	04	1.00	98.58	27.15	125.72
075-086-017-000	04	1.00	98.58	27.15	125.72
075-086-018-000	04	1.00	98.58	27.15	125.72
075-086-019-000	04	1.00	98.58	27.15	125.72
075-086-020-000	04	1.00	98.58	27.15	125.72
075-086-021-000	04	1.00	98.58	27.15	125.72
075-086-022-000	04	1.00	98.58	27.15	125.72
075-086-023-000	04	1.00	98.58	27.15	125.72
075-086-024-000	04	1.00	98.58	27.15	125.72
075-086-025-000	04	1.00	98.58	27.15	125.72
075-086-026-000	04	1.00	98.58	27.15	125.72
075-086-027-000	04	1.00	98.58	27.15	125.72
075-086-028-000	04	1.00	98.58	27.15	125.72
075-086-029-000	04	1.00	98.58	27.15	125.72
075-086-030-000	04	1.00	98.58	27.15	125.72
075-086-031-000	04	1.00	98.58	27.15	125.72
075-086-032-000	04	1.00	98.58	27.15	125.72
075-086-033-000	04	1.00	98.58	27.15	125.72
075-086-034-000	04	1.00	98.58	27.15	125.72
075-086-035-000	04	1.00	98.58	27.15	125.72
075-086-036-000	04	1.00	98.58	27.15	125.72
075-086-037-000	04	1.00	98.58	27.15	125.72
075-086-038-000	04	1.00	98.58	27.15	125.72
075-086-039-000	04	1.00	98.58	27.15	125.72
075-086-040-000	04	1.00	98.58	27.15	125.72
075-086-041-000	04	1.00	98.58	27.15	125.72
075-086-042-000	04	1.00	98.58	27.15	125.72
075-086-043-000	04	1.00	98.58	27.15	125.72
075-086-044-000	04	1.00	98.58	27.15	125.72
075-086-045-000	04	1.00	98.58	27.15	125.72
075-086-046-000	04	1.00	98.58	27.15	125.72
075-086-047-000	04	1.00	98.58	27.15	125.72
075-086-048-000	04	1.00	98.58	27.15	125.72
075-086-049-000	04	1.00	98.58	27.15	125.72
075-086-050-000	04	1.00	98.58	27.15	125.72
075-086-051-000	04	1.00	98.58	27.15	125.72
075-086-052-000	04	1.00	98.58	27.15	125.72
075-086-053-000	04	1.00	98.58	27.15	125.72
075-086-054-000	04	1.00	98.58	27.15	125.72
075-086-055-000	04	1.00	98.58	27.15	125.72
075-087-001-000	04	1.00	98.58	27.15	125.72
075-087-002-000	04	1.00	98.58	27.15	125.72
075-087-003-000	04	1.00	98.58	27.15	125.72
075-087-004-000	04	1.00	98.58	27.15	125.72
075-087-005-000	04	1.00	98.58	27.15	125.72
075-087-006-000	04	1.00	98.58	27.15	125.72
075-087-007-000	04	1.00	98.58	27.15	125.72
075-087-008-000	04	1.00	98.58	27.15	125.72
075-087-009-000	04	1.00	98.58	27.15	125.72
075-087-010-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-087-011-000	04	1.00	98.58	27.15	125.72
075-087-012-000	04	1.00	98.58	27.15	125.72
075-087-013-000	04	1.00	98.58	27.15	125.72
075-087-014-000	04	1.00	98.58	27.15	125.72
075-087-015-000	04	1.00	98.58	27.15	125.72
075-087-016-000	04	1.00	98.58	27.15	125.72
075-087-017-000	04	1.00	98.58	27.15	125.72
075-087-018-000	04	1.00	98.58	27.15	125.72
075-087-019-000	04	1.00	98.58	27.15	125.72
075-087-020-000	04	1.00	98.58	27.15	125.72
075-087-021-000	04	1.00	98.58	27.15	125.72
075-087-022-000	04	1.00	98.58	27.15	125.72
075-087-023-000	04	1.00	98.58	27.15	125.72
075-087-024-000	04	1.00	98.58	27.15	125.72
075-087-025-000	04	1.00	98.58	27.15	125.72
075-087-026-000	04	1.00	98.58	27.15	125.72
075-087-027-000	04	1.00	98.58	27.15	125.72
075-087-028-000	04	1.00	98.58	27.15	125.72
075-087-029-000	04	1.00	98.58	27.15	125.72
075-087-030-000	04	1.00	98.58	27.15	125.72
075-087-031-000	04	1.00	98.58	27.15	125.72
075-087-032-000	04	1.00	98.58	27.15	125.72
075-087-033-000	04	1.00	98.58	27.15	125.72
075-087-034-000	04	1.00	98.58	27.15	125.72
075-091-001-000	04	1.00	98.58	27.15	125.72
075-091-002-000	04	1.00	98.58	27.15	125.72
075-091-003-000	04	1.00	98.58	27.15	125.72
075-091-004-000	04	1.00	98.58	27.15	125.72
075-091-005-000	04	1.00	98.58	27.15	125.72
075-091-006-000	04	1.00	98.58	27.15	125.72
075-091-007-000	04	1.00	98.58	27.15	125.72
075-091-008-000	04	1.00	98.58	27.15	125.72
075-091-009-000	04	1.00	98.58	27.15	125.72
075-091-010-000	04	1.00	98.58	27.15	125.72
075-091-011-000	04	1.00	98.58	27.15	125.72
075-091-012-000	04	1.00	98.58	27.15	125.72
075-091-013-000	04	1.00	98.58	27.15	125.72
075-091-014-000	04	1.00	98.58	27.15	125.72
075-091-015-000	04	1.00	98.58	27.15	125.72
075-091-016-000	04	1.00	98.58	27.15	125.72
075-091-017-000	04	1.00	98.58	27.15	125.72
075-091-018-000	04	1.00	98.58	27.15	125.72
075-091-019-000	04	1.00	98.58	27.15	125.72
075-091-020-000	04	1.00	98.58	27.15	125.72
075-091-021-000	04	1.00	98.58	27.15	125.72
075-091-022-000	04	1.00	98.58	27.15	125.72
075-091-023-000	04	1.00	98.58	27.15	125.72
075-091-024-000	04	1.00	98.58	27.15	125.72
075-091-025-000	04	1.00	98.58	27.15	125.72
075-091-026-000	04	1.00	98.58	27.15	125.72
075-091-027-000	04	1.00	98.58	27.15	125.72
075-091-028-000	04	1.00	98.58	27.15	125.72
075-091-029-000	04	1.00	98.58	27.15	125.72
075-091-030-000	04	1.00	98.58	27.15	125.72
075-091-031-000	04	1.00	98.58	27.15	125.72
075-091-032-000	04	1.00	98.58	27.15	125.72
075-091-033-000	04	1.00	98.58	27.15	125.72
075-091-034-000	04	1.00	98.58	27.15	125.72
075-091-035-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-091-036-000	04	1.00	98.58	27.15	125.72
075-091-037-000	04	1.00	98.58	27.15	125.72
075-091-038-000	04	1.00	98.58	27.15	125.72
075-091-039-000	04	1.00	98.58	27.15	125.72
075-091-040-000	04	1.00	98.58	27.15	125.72
075-091-041-000	04	1.00	98.58	27.15	125.72
075-092-001-000	04	1.00	98.58	27.15	125.72
075-092-002-000	04	1.00	98.58	27.15	125.72
075-092-003-000	04	1.00	98.58	27.15	125.72
075-092-004-000	04	1.00	98.58	27.15	125.72
075-092-005-000	04	1.00	98.58	27.15	125.72
075-092-006-000	04	1.00	98.58	27.15	125.72
075-092-007-000	04	1.00	98.58	27.15	125.72
075-092-008-000	04	1.00	98.58	27.15	125.72
075-092-009-000	04	1.00	98.58	27.15	125.72
075-092-010-000	04	1.00	98.58	27.15	125.72
075-092-011-000	04	1.00	98.58	27.15	125.72
075-092-012-000	04	1.00	98.58	27.15	125.72
075-092-013-000	04	1.00	98.58	27.15	125.72
075-092-014-000	04	1.00	98.58	27.15	125.72
075-092-015-000	04	1.00	98.58	27.15	125.72
075-092-016-000	04	1.00	98.58	27.15	125.72
075-092-017-000	04	1.00	98.58	27.15	125.72
075-092-018-000	04	1.00	98.58	27.15	125.72
075-092-019-000	04	1.00	98.58	27.15	125.72
075-092-020-000	04	1.00	98.58	27.15	125.72
075-092-021-000	04	1.00	98.58	27.15	125.72
075-092-022-000	04	1.00	98.58	27.15	125.72
075-092-023-000	04	1.00	98.58	27.15	125.72
075-092-024-000	04	1.00	98.58	27.15	125.72
075-092-025-000	04	1.00	98.58	27.15	125.72
075-096-001-000	04	1.00	98.58	27.15	125.72
075-096-002-000	04	1.00	98.58	27.15	125.72
075-096-003-000	04	1.00	98.58	27.15	125.72
075-096-004-000	04	1.00	98.58	27.15	125.72
075-096-005-000	04	1.00	98.58	27.15	125.72
075-096-006-000	04	1.00	98.58	27.15	125.72
075-096-007-000	04	1.00	98.58	27.15	125.72
075-096-008-000	04	1.00	98.58	27.15	125.72
075-096-009-000	04	1.00	98.58	27.15	125.72
075-096-010-000	04	1.00	98.58	27.15	125.72
075-096-011-000	04	1.00	98.58	27.15	125.72
075-096-012-000	04	1.00	98.58	27.15	125.72
075-096-013-000	04	1.00	98.58	27.15	125.72
075-096-014-000	04	1.00	98.58	27.15	125.72
075-096-015-000	04	1.00	98.58	27.15	125.72
075-096-016-000	04	1.00	98.58	27.15	125.72
075-096-017-000	04	1.00	98.58	27.15	125.72
075-096-018-000	04	1.00	98.58	27.15	125.72
075-096-019-000	04	1.00	98.58	27.15	125.72
075-096-020-000	04	1.00	98.58	27.15	125.72
075-096-021-000	04	1.00	98.58	27.15	125.72
075-096-022-000	04	1.00	98.58	27.15	125.72
075-096-023-000	04	1.00	98.58	27.15	125.72
075-096-024-000	04	1.00	98.58	27.15	125.72
075-096-025-000	04	1.00	98.58	27.15	125.72
075-096-026-000	04	1.00	98.58	27.15	125.72
075-096-027-000	04	1.00	98.58	27.15	125.72
075-096-028-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-096-029-000	04	1.00	98.58	27.15	125.72
075-096-030-000	04	1.00	98.58	27.15	125.72
075-096-031-000	04	1.00	98.58	27.15	125.72
075-096-032-000	04	1.00	98.58	27.15	125.72
075-096-033-000	04	1.00	98.58	27.15	125.72
075-096-034-000	04	1.00	98.58	27.15	125.72
075-096-035-000	04	1.00	98.58	27.15	125.72
075-096-036-000	04	1.00	98.58	27.15	125.72
075-096-037-000	04	1.00	98.58	27.15	125.72
075-096-038-000	04	1.00	98.58	27.15	125.72
075-096-039-000	04	1.00	98.58	27.15	125.72
075-096-040-000	04	1.00	98.58	27.15	125.72
075-096-041-000	04	1.00	98.58	27.15	125.72
075-096-042-000	04	1.00	98.58	27.15	125.72
075-096-043-000	04	1.00	98.58	27.15	125.72
075-096-044-000	04	1.00	98.58	27.15	125.72
075-096-045-000	04	1.00	98.58	27.15	125.72
075-096-046-000	04	1.00	98.58	27.15	125.72
075-096-047-000	04	1.00	98.58	27.15	125.72
075-096-048-000	04	1.00	98.58	27.15	125.72
075-096-049-000	04	1.00	98.58	27.15	125.72
075-096-050-000	04	1.00	98.58	27.15	125.72
075-096-051-000	04	1.00	98.58	27.15	125.72
075-096-052-000	04	1.00	98.58	27.15	125.72
075-096-053-000	04	1.00	98.58	27.15	125.72
075-096-054-000	04	1.00	98.58	27.15	125.72
075-097-001-000	04	1.00	98.58	27.15	125.72
075-097-002-000	04	1.00	98.58	27.15	125.72
075-097-003-000	04	1.00	98.58	27.15	125.72
075-097-004-000	04	1.00	98.58	27.15	125.72
075-097-005-000	04	1.00	98.58	27.15	125.72
075-097-006-000	04	1.00	98.58	27.15	125.72
075-097-007-000	04	1.00	98.58	27.15	125.72
075-097-008-000	04	1.00	98.58	27.15	125.72
075-097-009-000	04	1.00	98.58	27.15	125.72
075-097-010-000	04	1.00	98.58	27.15	125.72
075-097-011-000	04	1.00	98.58	27.15	125.72
075-097-012-000	04	1.00	98.58	27.15	125.72
075-097-013-000	04	1.00	98.58	27.15	125.72
075-097-014-000	04	1.00	98.58	27.15	125.72
075-097-015-000	04	1.00	98.58	27.15	125.72
075-097-016-000	04	1.00	98.58	27.15	125.72
075-097-017-000	04	1.00	98.58	27.15	125.72
075-097-018-000	04	1.00	98.58	27.15	125.72
075-097-019-000	04	1.00	98.58	27.15	125.72
075-097-020-000	04	1.00	98.58	27.15	125.72
075-097-021-000	04	1.00	98.58	27.15	125.72
075-097-022-000	04	1.00	98.58	27.15	125.72
075-097-023-000	04	1.00	98.58	27.15	125.72
075-097-024-000	04	1.00	98.58	27.15	125.72
075-097-025-000	04	1.00	98.58	27.15	125.72
075-097-026-000	04	1.00	98.58	27.15	125.72
075-097-027-000	04	1.00	98.58	27.15	125.72
075-097-028-000	04	1.00	98.58	27.15	125.72
075-097-029-000	04	1.00	98.58	27.15	125.72
075-097-030-000	04	1.00	98.58	27.15	125.72
075-097-031-000	04	1.00	98.58	27.15	125.72
075-097-032-000	04	1.00	98.58	27.15	125.72
075-097-033-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-097-034-000	04	1.00	98.58	27.15	125.72
075-097-035-000	04	1.00	98.58	27.15	125.72
075-097-036-000	04	1.00	98.58	27.15	125.72
075-097-037-000	04	1.00	98.58	27.15	125.72
075-097-038-000	04	1.00	98.58	27.15	125.72
075-097-039-000	04	1.00	98.58	27.15	125.72
075-097-040-000	04	1.00	98.58	27.15	125.72
075-097-041-000	04	1.00	98.58	27.15	125.72
075-097-042-000	04	1.00	98.58	27.15	125.72
075-098-001-000	04	1.00	98.58	27.15	125.72
075-098-002-000	04	1.00	98.58	27.15	125.72
075-098-003-000	04	1.00	98.58	27.15	125.72
075-098-004-000	04	1.00	98.58	27.15	125.72
075-098-005-000	04	1.00	98.58	27.15	125.72
075-098-006-000	04	1.00	98.58	27.15	125.72
075-098-007-000	04	1.00	98.58	27.15	125.72
075-098-008-000	04	1.00	98.58	27.15	125.72
075-098-009-000	04	1.00	98.58	27.15	125.72
075-098-010-000	04	1.00	98.58	27.15	125.72
075-098-011-000	04	1.00	98.58	27.15	125.72
075-098-012-000	04	1.00	98.58	27.15	125.72
075-098-013-000	04	1.00	98.58	27.15	125.72
075-098-014-000	04	1.00	98.58	27.15	125.72
075-098-015-000	04	1.00	98.58	27.15	125.72
075-098-016-000	04	1.00	98.58	27.15	125.72
075-098-017-000	04	1.00	98.58	27.15	125.72
075-098-018-000	04	1.00	98.58	27.15	125.72
075-098-019-000	04	1.00	98.58	27.15	125.72
075-098-020-000	04	1.00	98.58	27.15	125.72
075-098-021-000	04	1.00	98.58	27.15	125.72
075-098-022-000	04	1.00	98.58	27.15	125.72
075-098-023-000	04	1.00	98.58	27.15	125.72
075-098-024-000	04	1.00	98.58	27.15	125.72
075-098-025-000	04	1.00	98.58	27.15	125.72
075-098-026-000	04	1.00	98.58	27.15	125.72
075-098-027-000	04	1.00	98.58	27.15	125.72
075-098-028-000	04	1.00	98.58	27.15	125.72
075-098-029-000	04	1.00	98.58	27.15	125.72
075-098-030-000	04	1.00	98.58	27.15	125.72
075-098-031-000	04	1.00	98.58	27.15	125.72
075-098-032-000	04	1.00	98.58	27.15	125.72
075-098-033-000	04	1.00	98.58	27.15	125.72
075-098-034-000	04	1.00	98.58	27.15	125.72
075-098-035-000	04	1.00	98.58	27.15	125.72
075-098-036-000	04	1.00	98.58	27.15	125.72
075-098-037-000	04	1.00	98.58	27.15	125.72
075-098-038-000	04	1.00	98.58	27.15	125.72
075-098-039-000	04	1.00	98.58	27.15	125.72
075-098-040-000	04	1.00	98.58	27.15	125.72
075-098-041-000	04	1.00	98.58	27.15	125.72
075-098-042-000	04	1.00	98.58	27.15	125.72
075-098-043-000	04	1.00	98.58	27.15	125.72
075-098-044-000	04	1.00	98.58	27.15	125.72
075-098-045-000	04	1.00	98.58	27.15	125.72
075-098-046-000	04	1.00	98.58	27.15	125.72
075-098-047-000	04	1.00	98.58	27.15	125.72
075-098-048-000	04	1.00	98.58	27.15	125.72
075-098-049-000	04	1.00	98.58	27.15	125.72
075-098-050-000	04	1.00	98.58	27.15	125.72

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-098-051-000	04	1.00	98.58	27.15	125.72
075-098-052-000	04	1.00	98.58	27.15	125.72
075-098-053-000	04	1.00	98.58	27.15	125.72
075-098-054-000	04	1.00	98.58	27.15	125.72
075-098-055-000	04	1.00	98.58	27.15	125.72
075-098-056-000	04	1.00	98.58	27.15	125.72
075-099-001-000	04	0.75	73.94	20.36	94.28
075-099-002-000	04	0.75	73.94	20.36	94.28
075-099-003-000	04	0.75	73.94	20.36	94.28
075-099-004-000	04	0.75	73.94	20.36	94.28
075-099-005-000	04	0.75	73.94	20.36	94.28
075-099-006-000	04	0.75	73.94	20.36	94.28
075-099-007-000	04	0.75	73.94	20.36	94.28
075-099-008-000	04	0.75	73.94	20.36	94.28
075-099-009-000	04	0.75	73.94	20.36	94.28
075-099-010-000	04	0.75	73.94	20.36	94.28
075-099-011-000	04	0.75	73.94	20.36	94.28
075-099-012-000	04	0.75	73.94	20.36	94.28
075-099-013-000	04	0.75	73.94	20.36	94.28
075-099-014-000	04	0.75	73.94	20.36	94.28
075-099-015-000	04	0.75	73.94	20.36	94.28
075-099-016-000	04	0.75	73.94	20.36	94.28
075-099-017-000	04	0.75	73.94	20.36	94.28
075-099-018-000	04	0.75	73.94	20.36	94.28
075-099-019-000	04	0.75	73.94	20.36	94.28
075-099-020-000	04	1.00	98.58	27.15	125.72
075-099-021-000	04	1.00	98.58	27.15	125.72
075-099-022-000	04	0.75	73.94	20.36	94.28
075-099-023-000	04	1.00	98.58	27.15	125.72
075-099-024-000	04	0.75	73.94	20.36	94.28
075-099-025-000	04	0.75	73.94	20.36	94.28
075-099-026-000	04	0.75	73.94	20.36	94.28
075-099-027-000	04	0.75	73.94	20.36	94.28
075-099-028-000	04	0.75	73.94	20.36	94.28
075-099-029-000	04	0.75	73.94	20.36	94.28
075-099-030-000	04	0.75	73.94	20.36	94.28
075-099-031-000	04	0.75	73.94	20.36	94.28
075-099-032-000	04	0.75	73.94	20.36	94.28
075-099-033-000	04	0.75	73.94	20.36	94.28
075-099-034-000	04	0.75	73.94	20.36	94.28
075-099-035-000	04	0.75	73.94	20.36	94.28
075-099-036-000	04	0.75	73.94	20.36	94.28
075-099-037-000	04	0.75	73.94	20.36	94.28
075-099-038-000	04	0.75	73.94	20.36	94.28
075-099-039-000	04	0.75	73.94	20.36	94.28
075-099-040-000	04	0.75	73.94	20.36	94.28
075-099-041-000	04	0.75	73.94	20.36	94.28
075-099-042-000	04	0.75	73.94	20.36	94.28
075-099-043-000	04	0.75	73.94	20.36	94.28
075-099-044-000	04	0.75	73.94	20.36	94.28
075-099-045-000	04	0.75	73.94	20.36	94.28
075-099-046-000	04	0.75	73.94	20.36	94.28
075-099-047-000	04	0.75	73.94	20.36	94.28
075-099-048-000	04	0.75	73.94	20.36	94.28
075-099-049-000	04	0.75	73.94	20.36	94.28
075-099-050-000	04	0.75	73.94	20.36	94.28
075-099-051-000	04	0.75	73.94	20.36	94.28
075-099-052-000	04	0.75	73.94	20.36	94.28
075-099-053-000	04	0.75	73.94	20.36	94.28

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-099-054-000	04	0.75	73.94	20.36	94.28
075-099-055-000	04	0.75	73.94	20.36	94.28
075-099-056-000	04	0.75	73.94	20.36	94.28
075-099-057-000	04	0.75	73.94	20.36	94.28
075-099-058-000	04	0.75	73.94	20.36	94.28
075-099-059-000	04	0.75	73.94	20.36	94.28
075-099-060-000	04	0.75	73.94	20.36	94.28
075-099-061-000	04	0.75	73.94	20.36	94.28
075-099-062-000	04	0.75	73.94	20.36	94.28
075-099-063-000	04	0.75	73.94	20.36	94.28
075-099-064-000	04	0.75	73.94	20.36	94.28
075-099-065-000	04	0.75	73.94	20.36	94.28
075-099-066-000	04	0.75	73.94	20.36	94.28
075-099-067-000	04	0.75	73.94	20.36	94.28
075-100-001-000	04	0.75	73.94	20.36	94.28
075-100-002-000	04	0.75	73.94	20.36	94.28
075-100-003-000	04	0.75	73.94	20.36	94.28
075-100-004-000	04	0.75	73.94	20.36	94.28
075-100-005-000	04	0.75	73.94	20.36	94.28
075-100-006-000	04	0.75	73.94	20.36	94.28
075-100-007-000	04	0.75	73.94	20.36	94.28
075-100-008-000	04	0.75	73.94	20.36	94.28
075-100-009-000	04	0.75	73.94	20.36	94.28
075-100-010-000	04	0.75	73.94	20.36	94.28
075-100-011-000	04	0.75	73.94	20.36	94.28
075-100-012-000	04	0.75	73.94	20.36	94.28
075-100-013-000	04	0.75	73.94	20.36	94.28
075-100-014-000	04	0.75	73.94	20.36	94.28
075-100-015-000	04	0.75	73.94	20.36	94.28
075-100-016-000	04	0.75	73.94	20.36	94.28
075-100-017-000	04	0.75	73.94	20.36	94.28
075-100-018-000	04	0.75	73.94	20.36	94.28
075-100-019-000	04	0.75	73.94	20.36	94.28
075-100-020-000	04	0.75	73.94	20.36	94.28
075-100-021-000	04	0.75	73.94	20.36	94.28
075-100-022-000	04	0.75	73.94	20.36	94.28
075-100-023-000	04	0.75	73.94	20.36	94.28
075-100-024-000	04	0.75	73.94	20.36	94.28
075-100-025-000	04	0.75	73.94	20.36	94.28
075-100-026-000	04	0.75	73.94	20.36	94.28
075-100-027-000	04	0.75	73.94	20.36	94.28
075-100-028-000	04	0.75	73.94	20.36	94.28
075-100-029-000	04	0.75	73.94	20.36	94.28
075-100-030-000	04	0.75	73.94	20.36	94.28
075-100-031-000	04	0.75	73.94	20.36	94.28
075-100-032-000	04	0.75	73.94	20.36	94.28
075-100-033-000	04	0.75	73.94	20.36	94.28
075-100-034-000	04	0.75	73.94	20.36	94.28
075-100-035-000	04	0.75	73.94	20.36	94.28
075-100-036-000	04	0.75	73.94	20.36	94.28
075-100-037-000	04	0.75	73.94	20.36	94.28
075-100-038-000	04	0.75	73.94	20.36	94.28
075-100-039-000	04	0.75	73.94	20.36	94.28
075-100-040-000	04	0.75	73.94	20.36	94.28
075-100-041-000	04	0.75	73.94	20.36	94.28
075-100-042-000	04	0.75	73.94	20.36	94.28
075-100-043-000	04	0.75	73.94	20.36	94.28
075-100-044-000	04	0.75	73.94	20.36	94.28
075-100-045-000	04	0.75	73.94	20.36	94.28

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-100-046-000	04	0.75	73.94	20.36	94.28
075-100-047-000	04	0.75	73.94	20.36	94.28
075-100-048-000	04	0.75	73.94	20.36	94.28
075-102-001-000	04	4.32	425.87	117.29	543.14
075-102-002-000	04	0.91	89.71	24.71	114.40
075-102-003-000	04	3.01	296.73	81.72	378.44
Total		2,379.59	**$234,579.98**	**$59,061.07**	**$293,619.86**

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E-3

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolutions** – Ridgewood Place Landscape & Lighting District:

1) Resolution of the City Council of the City of Riverbank, California Initiating Proceedings for the Annual Levy of Assessments for the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021.

2) Resolution of the City Council of the City of Riverbank, California Declaring its Intention to Levy Annual Assessments for the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021.

3) Resolution of the City Council of the City of Riverbank, California for Preliminary Approval of the Annual Levy Report for the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 1998 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed in compliance with the substantive and procedural requirements of the California Constitution Article XIIID ("Article XIIID").

The Engineer's Annual Levy Report for Fiscal Year 2020/2021 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportinate to the parcel's special benefits. The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

The Ridgewood Place District has a slight increase to cover the costs of maintaining the matured landscaping. This increase allows the assessment fee to cover the maintenance without dipping into the reserves.

The annual assessments for parcels in the Ridgewood Place Landscape and Lighting District for Fiscal Year 2020/2021 are as follows:

	FY 19/20	FY 20/21	Change in Assessment
Annual Parcel Assessments	$80.00	$85.60	$5.60

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (3) Resolutions
2. Engineer's Annual Levy Report Ridgewood Place Landscape and Lighting District Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Ridgewood Place Landscape and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") that provides for levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 Engineer's Annual Levy Report: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed Improvements and Any Substantial Changes in Existing Improvements: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Ridgewood Place Landscape and Lighting District (hereafter referred to as the "District") and initiated proceedings for Fiscal Year 2020/2021 pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO *CHAPTER 3, SECTION 22624* OF THE ACT AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements for Fiscal Year 2020/2021.

Section 2 Description of Improvements and Any Substantial Changes Proposed: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances, and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Annual Levy Report, as ordered by previous Resolution, provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains all parcels located in the Ridgewood Place Project. The District is known and designated as

"Ridgewood Place Landscape and Lighting District"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") for the district known and designated as the Ridgewood Place Landscape and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereinafter referred to as the "Act"); and,

WHEREAS, there has now been presented to this City Council the Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied on a preliminary basis that the assessments have been spread in accordance with the benefits received from the improvements, maintenance, operation, and services to be performed within each Zone as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE RIDGEWOOD PLACE LANDSCAPE AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 That the above recitals are all true and correct.

Section 2 That the Report as presented consists of the following:

a. A Description of Improvements

b. The Annual Budget (Costs and Expenses of Maintenance, Operations, and Services)

c. A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Dwelling Unit.

Section 3 The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:	**APPROVED:**
____________________________	____________________________
Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk	**Mayor**

Attachment: Engineer's Report – Ridgewood L&L for FY 2020/2021

City of Riverbank

Ridgewood Place Landscaping and Lighting District

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

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Suite 200
Temecula, CA 92590
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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Ridgewood Place Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

TABLE OF CONTENTS

PART I - OVERVIEW

A. Introduction

The City of Riverbank ("City") annually levies and collects special assessments in order to maintain the improvements within the Ridgewood Place Landscape and Lighting District ("District"). The District was formed in 1998 and is annually levied pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed in compliance with the substantive and procedural requirements of the California Constitution Article XIIID ("Article XIIID").

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2020/2021. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to Chapter 3, beginning with Section 22620 of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to Chapter 4, Article 1, and beginning with Section 22640 of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2020/2021.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. Applicable Legislation

The District has been formed and is annually levied pursuant to the 1972 Act, beginning with Section 22500. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the Current Legislation

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the Article XIIID, which was enacted with the passage of Proposition 218 in November 1996.

This District was formed after the passage of Proposition 218 and the assessments contained herein were established and approved pursuant to the provisions of the Article XIIID Section 4. Specifically, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels pursuant to Article XIIID Section 4 (a); and the assessments and assessment range formula described in this report were approved by the property owners at the time of formation through a property owner protest ballot proceeding pursuant to Article XIIID Section 4 (c, d & e).

Briefly, the assessment range formula states that the assessment initially approved by the property owners may be increased each year by the greater of 3.0% or the percentage increase in the Consumer Price Index ("CPI") to establish an adjusted maximum assessment each year. This adjusted maximum assessment is calculated independently from the actual assessment approved each fiscal year. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of the Article XIIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID Section 4, including a property owner protest proceeding (property owner assessment balloting).

C. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

D. Description of the Improvements

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements maintained and serviced include five street lights and approximately 583 linear feet of parkway landscaping and any appurtenant facilities, services or improvements directly associated with these improvements including incidental expenses.

The street lighting improvements may include electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights. The street lights are identified as:

- Two street lights located on the perimeter of the development on the west side of Roselle Avenue, one north end of the subdivision and the other south of Soares Place.

- The remaining three street lights are located within the residential subdivision on Soares Place.

The landscape improvements may include street trees, turf, ground cover, shrubs, irrigation and drainage systems, entry monuments, and block walls or other fencing. The landscaped areas are within the public right-of-ways and encompass the parkway landscaped areas the entire length of the Ridgewood Place subdivision along of Roselle Avenue. The landscaped areas are identified as:

- Approximately 213 linear feet of parkway landscaping adjacent to the subdivision along the west side of Roselle Avenue and north of Soares Place.
- Approximately 370 linear feet of parkway landscaping adjacent to the subdivision along the west side of Roselle Avenue and south of Soares Place.

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

PART II - PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping, street lighting and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as Ridgewood Place within the City.

The District is comprised of a single residential development consisting of twenty-three (23) single-family residential parcels. The district was formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with this residential subdivision and installed as part of the development of properties within the subdivision. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

E. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District. No changes or modifications to the District are proposed for Fiscal Year 2020/2021.

F. DESCRIPTION OF THE DISTRICT

The District is located generally on the West Side of Roselle Avenue, north of Morrill Road and south of Turpin Avenue at Soares Place. The District includes twenty-three single family residential parcels within the subdivision known as Ridgewood Place, identified on Book 132 Page 63 parcels 43 through 65 of the Stanislaus County Assessor's Parcel Maps.

PART III - METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the Article XIIID Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. Benefit Analysis

Each of the improvements and the associated costs has been carefully reviewed and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements was part of the conditions of property development. The property owners approved the corresponding assessments for the ongoing maintenance of the improvements at the time of formation through a property owner protest ballot proceeding pursuant to the Article XIIID Section 4.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;

- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits - The improvements to be provided and maintained by the District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although local development improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the District improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one Equivalent Dwelling Unit ("EDU"). Every other land use is typically converted to EDUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount.

Total Balance to Levy / Total EDU = Levy per EDU (also called Assessment Rate)

Assessment Rate x Parcel's EDU = Parcel Levy Amount

Or more simply stated, since all District parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

D. Assessment Range Formula

Any new or increased assessments require voting, certain noticing, and meeting requirements. Article XIIID added specific requirements including an assessment ballot and weighted tabulation of the ballots to determine if majority protest exists at the Public Hearing. In Fiscal Year 1993/94 the Brown Act (Government Code Section 54954.6(o)) changed the definition of the term "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency and approved by the voters in the area where the assessment is imposed." This definition for a new or increased assessment was also addressed in Senate Bill 919 (the Proposition 218 implementation statutes)

An assessment range formula was proposed and approved for the assessments when the District was formed in Fiscal Year 1998/99 and is to be applied to all future assessments within the District.

The following describes the proposed assessment range formula:

Wherein, if the proposed assessment rate for each classification of property (levy per unit or rate) for the current fiscal year is less than or equal to the prior year's maximum assessment plus the adjustments described in the following, then the new assessment is not considered an increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable inflationary adjustment to the assessment amounts without requiring costly noticing, balloting, and mailing procedures, which would be added to the District costs and assessments.

Beginning in Fiscal Year 1999/2000, the maximum assessment may be adjusted by the greater of three percent (3.0%) or the percentage increase in the CPI. Each year the City shall compute the percentage difference between the CPI on December 31 of each year and the CPI for the previous December 31 as determined by the Bureau of Labor Statistics for the San Francisco Oakland Hayward Area. This percentage difference shall then establish the range of increased assessments allowed based on the CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Maximum Assessment for Fiscal Year 2020/2021 is $459.25 which is an increase of 3.00% from prior year's maximum assessment. However, a rate of $85.60 per EDU will only be levied this year.

The following table illustrates how the assessment range formula is applied. This year, a 3.00% increase since it is greater than the CPI increase.

CPI Percentage Increase	Standard 3.00%	Maximum % Increase Allowed	Prior Year's Max Rate	Allowed Adjustment	New Maximum Rate
2.45%	3.00%	3.00%	$445.88	$13.38	$459.25

The fact that an assessment range formula is adopted for District assessments does not require that the adjustment maximum assessment be applied each year nor does it restrict the assessments to the adjusted amount. If the budget and assessments for the District do not require an increase or the increase is less than the maximum allowable adjustment, then the required budget and assessment shall be applied. If the budget and proposed assessments require an increase greater than the maximum allowable adjustment, then the proposed assessment is considered an increased assessment and mailed notices and ballots to the property owners would be required pursuant to the Article XIIID Section 4c.

PART IV - DISTRICT BUDGET FY 2020/2021

Ridgewood Landscaping and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	$600
Utilities	200
Repairs/Abatement	500
Street Lighting	100
Miscellaneous/Materials/Equipment	0
Capital Expenditure	0
Direct Costs (Subtotal)	**$1,400**
ADMINISTRATION COSTS	
District Administration	$2,200
County Administration Fee	35
Administration Costs (Subtotal)	**$2,235**
LEVY BREAKDOWN	
Total Direct and Admin. Costs	**$3,635**
Reserve Collection/ (Transfers)	(1,666)
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	**$1,969**
DISTRICT STATISTICS	
Total Parcels	23
Total Parcels Levied	23
Total Equivalent Dwelling Units (EDU)	23.00
Assessment Rate (Levy Per EDU)	**$85.60**
Maximum Assessment Rate Approved	**$459.25**
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	$13,331
Reserve Fund Activity	(1,666)
Ending Reserve Fund Balance (Projected)	**$11,665**
Beginning Capital Improvement Fund	$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	**$0**

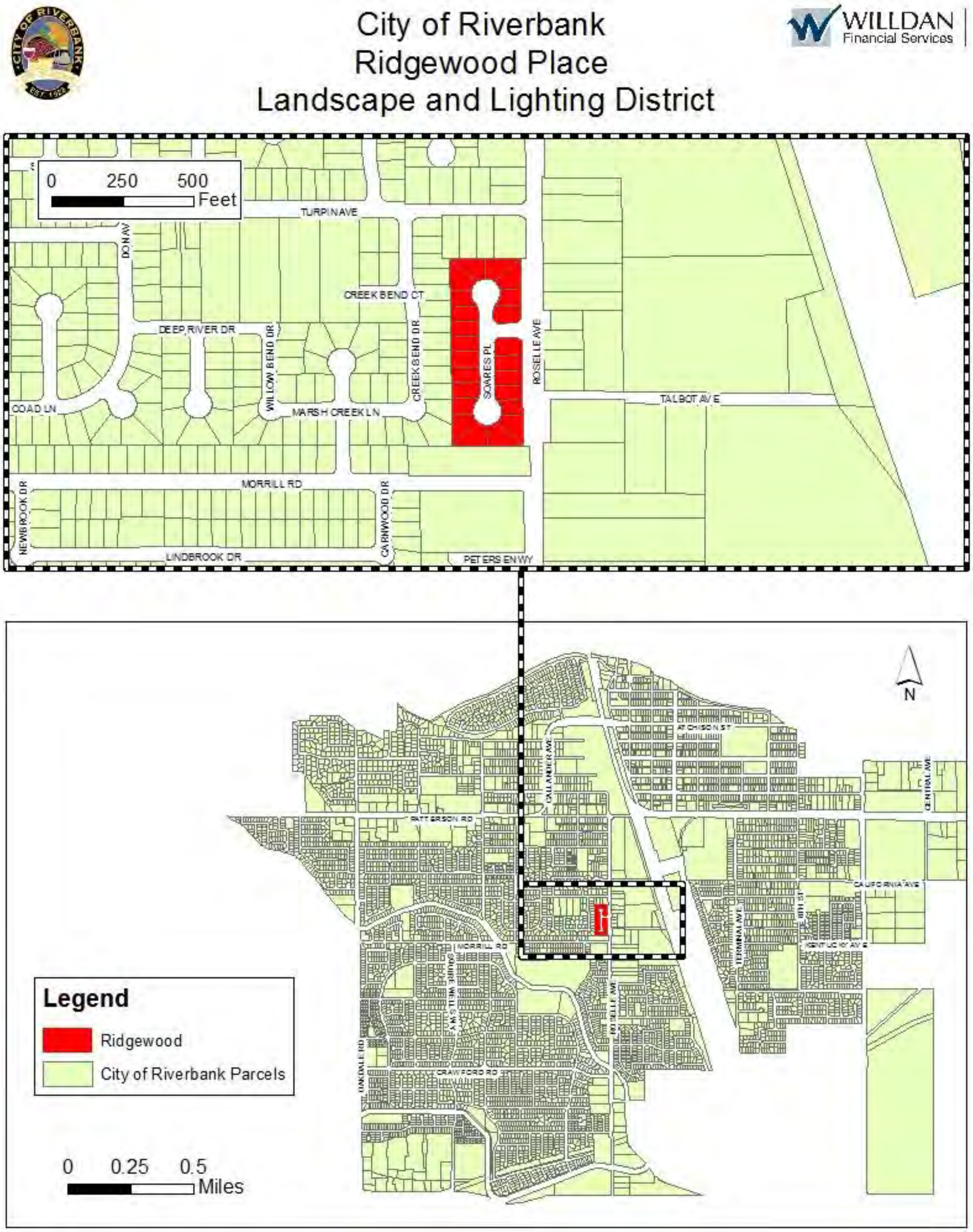
PART V — DISTRICT BOUNDARY MAPS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the Ridgewood Place subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map of for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following page is a reproduction of the County Assessor's Parcel Map associated with the District.

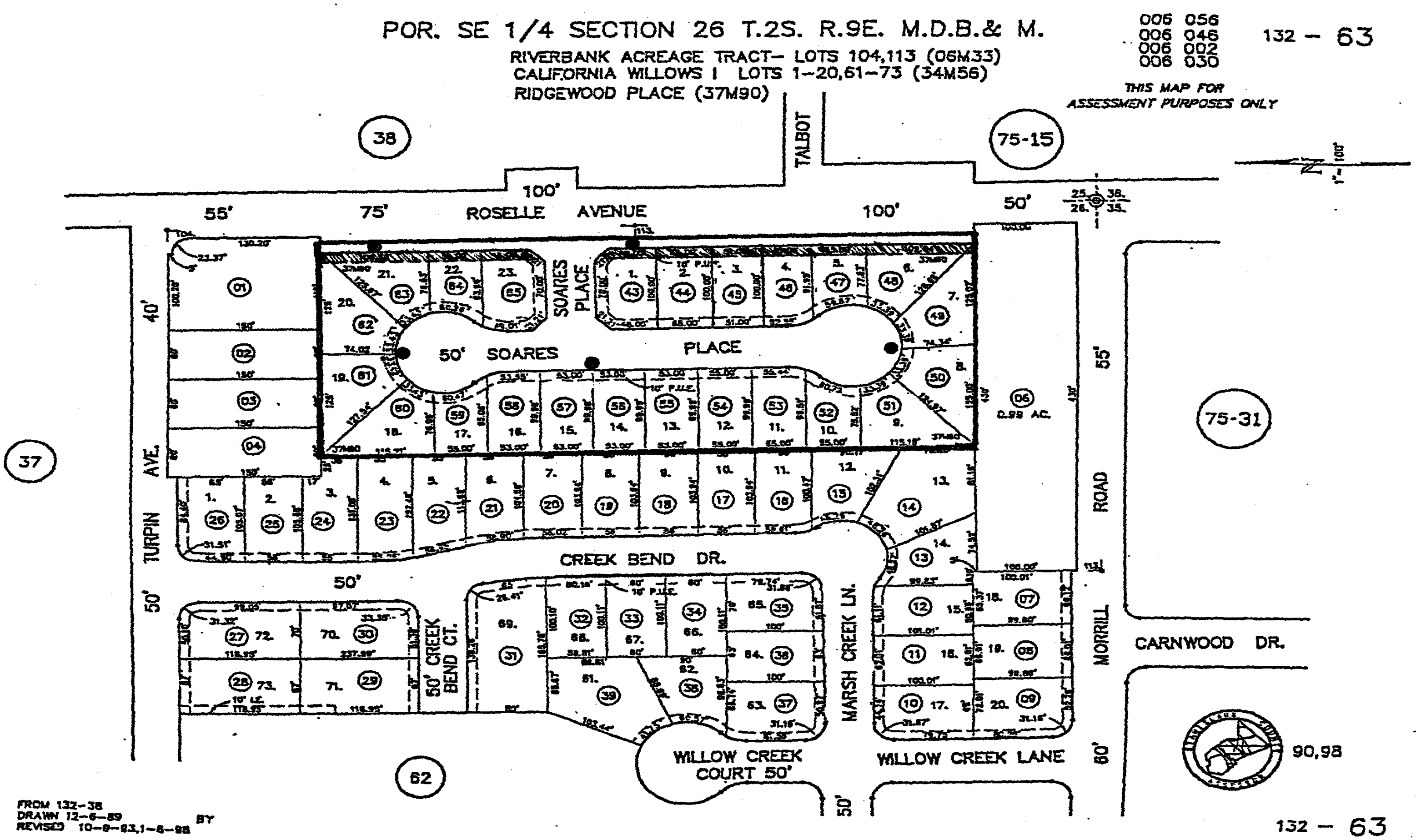
City of Riverbank
Ridgewood Place
Landscape and Lighting District



Boundary and Improvement Diagram Ridgewood Place

● **Street Lights**

Landscaped Areas Shaded



PART VI — 2020/2021 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is listed below. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

LLD Ridgewood	EDU	Charge
132-063-043-000	1.0	$85.60
132-063-044-000	1.0	85.60
132-063-045-000	1.0	85.60
132-063-046-000	1.0	85.60
132-063-047-000	1.0	85.60
132-063-048-000	1.0	85.60
132-063-049-000	1.0	85.60
132-063-050-000	1.0	85.60
132-063-051-000	1.0	85.60
132-063-052-000	1.0	85.60
132-063-053-000	1.0	85.60
132-063-054-000	1.0	85.60
132-063-055-000	1.0	85.60
132-063-056-000	1.0	85.60
132-063-057-000	1.0	85.60
132-063-058-000	1.0	85.60
132-063-059-000	1.0	85.60
132-063-060-000	1.0	85.60
132-063-061-000	1.0	85.60
132-063-062-000	1.0	85.60
132-063-063-000	1.0	85.60
132-063-064-000	1.0	85.60
132-063-065-000	1.0	85.60
Total	**23.0**	**$1,968.80**

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E-4

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolutions** – River Cove Landscape & Lighting District:

1) Resolution of the City Council of the City of Riverbank, California Initiating Proceedings for the Annual Levy of Assessments for the Landscape and Lighting District No. 1 River Cove Subdivision for Fiscal Year 2020/2021.

2) Resolution of the City Council of the City of Riverbank Declaring its Intention to Levy Annual Assessments for Landscape and Lighting District No. 1 River Cove Subdivision for Fiscal Year 2020/2021.

3) Resolution of the City Council of the City of Riverbank, California for Preliminary Approval of the Annual Levy Report for the Landscape and Lighting District No. 1 River Cove Subdivision for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Lighting and Landscaping District No. 1 River Cove Subdivision for Fiscal Year 2020/2021.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 1993 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District includes all parcels within the residential development known as the RiverCove subdivision.

The Engineer's Annual Levy Report for Fiscal Year 2020/2021 has been prepared in accordance with the privisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportinate to the parcel's special benefits. The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Lighting and Landscaping District No. 1 River Cove Subdivision for Fiscal Year 2020/2021.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

The annual assessments for parcels in the River Cove District for Fiscal Year 2020/2021 will be as follows:

	FY 19/20	**FY 20/21**	**Change in Assessment**
Annual Parcel Assessments	$196.90	$196.90	$0.00

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (3) Resolutions
2. Engineer's Annual Levy Report for River Cove Landscaping and Lighting District Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Landscape and Lighting District No. 1 River Cove Subdivision (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") that provides for levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION AS FOLLOWS:

Section 1 Engineer's Annual Levy Report: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed Improvements and Any Substantial Changes in Existing Improvements: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:	APPROVED:
_____________________________	_____________________________
Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk	**Mayor**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Landscape and Lighting District No. 1 River Cove Subdivision (hereafter referred to as the "District") and initiated proceedings for Fiscal Year 2020/2021 pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION PURSUANT TO *CHAPTER 3, SECTION 22624* OF THE ACT AS FOLLOWS:

<u>Section 1</u> <u>Intention:</u> The City Council hereby declares its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements for Fiscal Year 2020/2021.

<u>Section 2</u> <u>Description of Improvements and Any Substantial Changes Proposed:</u> The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances, and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Annual Levy Report, as ordered by previous Resolution, provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains all parcels located in the subdivision known as River Cove. The District is known and designated as

"Landscape and Lighting District No. 1
River Cove Subdivision"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible at the regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the “City Council”) does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the “Report”) for the district known and designated as the Landscape and Lighting District No. 1 River Cove Subdivision (hereafter referred to as the “District”) pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereinafter referred to as the “Act”); and,

WHEREAS, there has now been presented to this City Council the Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied on a preliminary basis that the assessments have been spread in accordance with the benefits received from the improvements, maintenance, operation, and services to be performed within each Zone as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION AS FOLLOWS:

Section 1 That the above recitals are all true and correct.

Section 2 That the Report as presented consists of the following:

a. A Description of Improvements
b. The Annual Budget (Costs and Expenses of Maintenance, Operations, and Services)
c. A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Dwelling Unit

Section 3 The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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: Engineer's Report – River Cove L&L for FY 2020/2021

City of Riverbank

River Cove Landscaping and Lighting District

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

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WILLDAN

AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

River Cove Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and proposed assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

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PART I – OVERVIEW

A. INTRODUCTION

The City of Riverbank ("City") annually levies and collects special assessments in order to maintain the improvements within the River Cove Landscaping and Lighting District ("District"). The District was formed in 1993 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* ("1972 Act"). The District included all parcels within the residential development known as the River Cove subdivision and was previously referred to as the Riverbank Landscaping and Lighting District No. 1. The overall District improvements to be maintained at build out and a maximum assessment for those improvements were approved by the property owners of record when the District was formed.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2020/2021. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to *Chapter 3,* beginning with *Section 22620* of the 1972 Act the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1,* and beginning with *Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report, as approved or modified by the City Council, defines the assessments to be applied to each parcel within the District for Fiscal Year 2020/2021.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. Applicable Legislation

The District has been formed and is annually levied pursuant to the 1972 Act, beginning with *Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIIID* ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996.

Pursuant to the *Article XIIID Section 5*, certain existing assessments are exempt from the substantive and procedural requirements of *Article XIIID Section 4* and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the City determined that all improvements and the annual assessments originally established for the District were part of the conditions of property development and approved by the original property owner (developer at the time of the District formation in 1993). As such, pursuant to *Article XIIID Section 5(b),* all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amount (the maximum assessment rate identified in this Report) is exempt from the procedural requirements of *Article XIIID Section 4*.

The current maximum assessment rate of $196.90 per Equivalent Dwelling Unit was originally approved by the property owners (developer) and any assessment amount less than that amount is considered an exempt assessment pursuant to *Article XIIID Section 5(b).* The proposed assessment for any fiscal year may be increased over the previous fiscal year provided the assessment rate does not exceed the maximum assessment rate of $196.90 adopted and levied in fiscal year 1993/1994. Pursuant to the provisions of *Article XIIID*, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIIID Section 4*, including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

1. The installation or planting of landscaping.
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3. The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
4. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
5. The installation of park or recreational improvements including, but not limited to the following:
    a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    b. Lights, playground equipment, play courts and public restrooms.
6. The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
    a. Repair, removal, or replacement of all or any part of any improvements;
    b. Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
    c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
    d. The removal of trimmings, rubbish, debris, and other solid waste;
    e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
    f. Electric current or energy, gas, or other agent for the lighting or operation of any other improvements; and,
    g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
7. The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.

8. Incidental expenses associated with the improvements including, but not limited to:
    a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
    b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
    c. Compensation payable to the County for collection of assessments;
    d. Compensation of any engineer or attorney employed to render services;
    e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
    f. Costs associated with any elections held for the approval of a new or increased assessment.

PART II — PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping and street lighting improvements and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as River Cove within the City.

The District is comprised of a residential development built in several phases and consisting of two hundred forty-one (241) single-family residential parcels. The District was formed to ensure the ongoing maintenance of specific local landscaping and lighting improvements associated with this residential development and installed as a condition of developing all properties within the various subdivisions. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

A. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District. No other changes or modifications to the District are proposed for Fiscal Year 2020/2021.

B. Improvements Authorized under the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. Description of Improvements and Improvements

The location, boundaries and specific improvements provided within the District are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the annual budget.

The District is located generally west of Burneyville Road, south of the Stanislaus River and north of State Highway 108 at Prestwick Drive. The District includes two hundred forty-one (241) residential parcels within the subdivision known as River Cove, identified on the Stanislaus County Assessor's Parcel Maps as:

Subdivision	Parcel Map		Residential	Total
	Book	Page	Lots	Parcels
River Cove Unit No. 2	75	48	0	3
River Cove Unit No. 2	75	47	67	68
River Cove Unit No. 3	75	50	78	78
River Cove Unit No. 4	75	52	44	45
River Cove Unit No. 5	75	54	1	2
River Cove Unit No. 6	75	55	21	21
River Cove Unit No. 7	75	56	30	31
Totals			**241**	**248**

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements maintained and serviced include fifty-two (52) streetlights and approximately 12.22 acres of parkway, open space, greenbelt and park landscaping and any appurtenant facilities, services or improvements directly associated with these improvements including incidental expenses.

The fifty-two (52) streetlights are located throughout the District and the improvements may include electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights.

The landscape improvements may include street trees, turf, ground cover, shrubs, irrigation and drainage systems, playground equipment, trails and paths, entry monuments, and block walls or other fencing. The landscaped areas are within the public right-of-ways and landscaped easements and are identified as:

- **Parcel 075-047-069:** 1.43 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot C of River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.02 acres of parkway and entryway landscaping located on the north side of Briarcliff Drive and the west side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.02 acres of parkway and entryway landscaping located on the north side of Briarcliff Drive and the east side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.05 acres of parkway and entryway landscaping located on the north side of State Highway 108 and the east side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.05 acres of parkway and entryway landscaping located on the north side of State Highway 108 and the west side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel 075-048-001:** 5.53 acres of park and parkway landscaped areas located south of Briarcliff Drive and east of Dunbar Lane; Identified as Lot D of River Cove Unit No. 2
- **Parcel 075-048-002:** 0.50 acres of parkway and open space landscaping south of River Cove Drive and west of Burneyville Road; Identified as Lot A of River Cove Unit No. 2
- **Parcel 075-048-003:** 0.50 acres of parkway and open space landscaping north of River Cove Drive and west of Burneyville Road; Identified as Lot B of River Cove Unit No. 2
- **Parcel 075-050-079:** 1.31 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 3
- **Parcel 075-052-045:** 0.79 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 4
- **Parcel 075-054-002:** 2.02 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 5

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments may fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this Report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

The park area within the District is clearly a special benefit to the properties and property owners within the District. Because of the Park's size and location it provides no benefit to parcels outside the District or to the public at large and therefore the entire cost of maintaining this park could be assessed to parcels within the District. However, the City currently funds the maintenance of all parks within the City of Riverbank from the General Fund. Therefore, the District budget includes a General Fund Contribution to offset the costs associated with maintaining the Park area.

PART III — METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating all assessments for this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, pursuant to *Article XIIID Section 4,* a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits. The general benefit portion of the improvement costs have been estimated by the City and are shown as a General Benefit Contribution in the District Budget section of this Report.

B. Benefit Analysis

Each of the improvements and their associated costs has been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements and approval of an annual assessment were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to *Article XIIID Section 5b*, all the property owners approved the maximum assessment amount identified in this Report at the time the assessment was created (originally imposed pursuant to a 100% landowner petition). Therefore the existing maximum assessment amount of $196.90 is not subject to the procedural requirements of *Article XIIID Section 4* (property owner ballot proceedings). Although the current assessment does not require additional property owner approval (unless increased), the improvements within the District clearly provide a special benefit to the parcels assessed and therefore, the existing assessments are in compliance with the substantive requirements of *Article XIIID Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original improvement. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;

- Increased promotion of business during nighttime hours in the case of commercial properties;

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

C. Assessment Methodology

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Dwelling Unit ("EDU"). Every other land use is typically converted to EDU based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit, it should be noted that all properties within this District are identified as single-family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount.

Total Balance to Levy / Total EDU = Levy per EDU (also called Assessment Rate)

Assessment Rate x Parcel's EDU = Parcel's Levy Amount

Or more simply stated, since all District parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

PART IV — 2020/2021 DISTRICT BUDGET

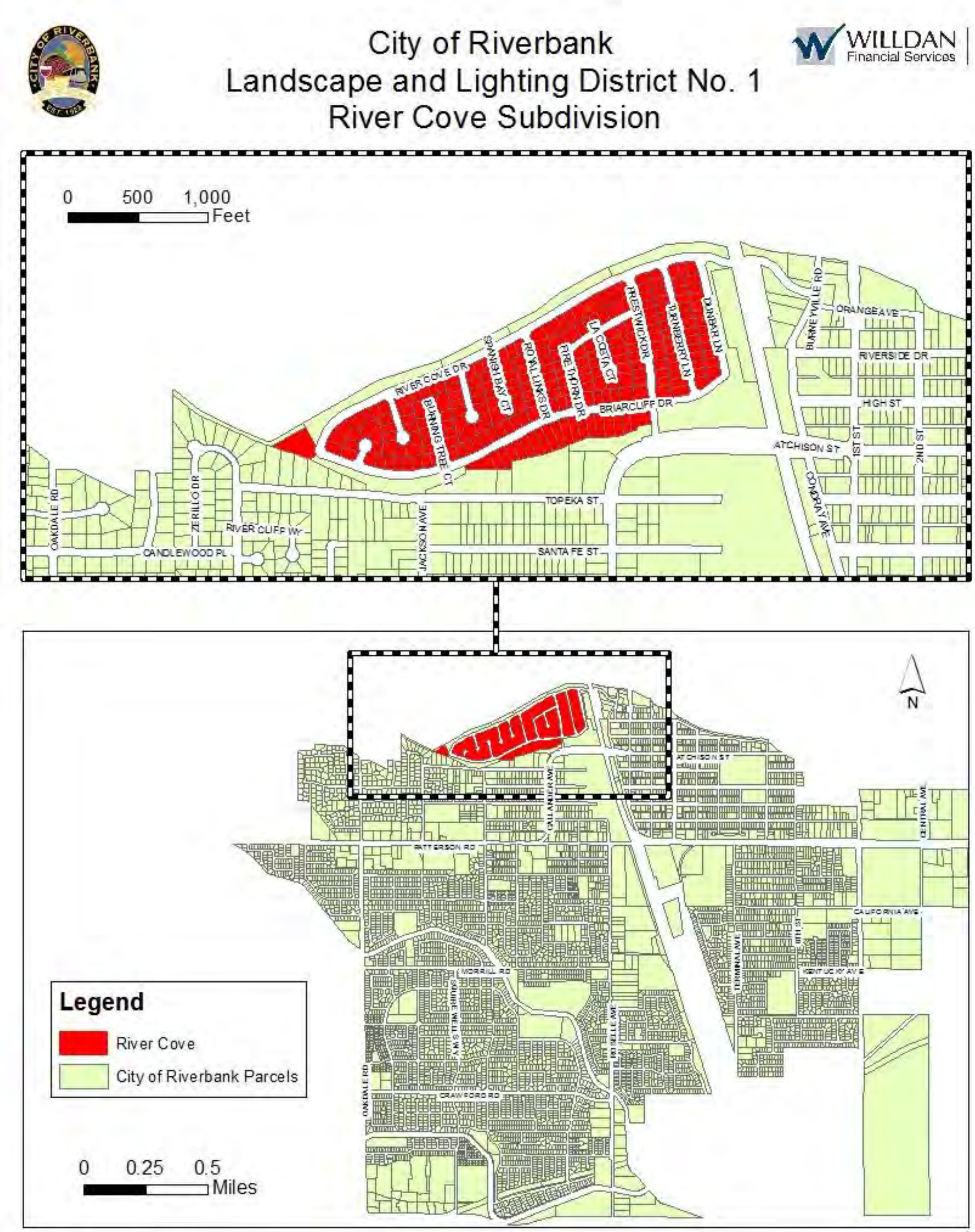
River Cove Landscaping and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	$31,800
Utilities	3,500
Repairs/Abatement	5,000
Street Lighting	906
Miscellaneous/Materials/Equipment	0
Capital Expenditure	$0
Direct Costs (Subtotal)	**$41,206**
ADMINISTRATION COSTS	
City Administration & Overhead	$2,766
District Administration	3,400
County Administration Fee	80
Administration Costs (Subtotal)	**$6,246**
LEVY BREAKDOWN	
Total Direct and Admin. Costs	**$47,452**
Reserve Collection/ (Transfers)	0
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	**$47,452**
DISTRICT STATISTICS	
Total Parcels	241
Total Parcels Levied	241
Total Equivalent Dwelling Units (EDU)	241.00
Assessment Rate (Levy Per EDU)	**$196.90**
Maximum Assessment Rate Approved	**$196.90**
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance (Estimated)	$6,676
Collections/(Transfers)	0
Ending Reserve Fund Balance (Projected)	**$6,676**
Beginning Capital Improvement Fund	$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	**$0**

PART V — DISTRICT DIAGRAMS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the River Cove subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following pages are reproductions of the County Assessor's Parcel Map associated with the District.


City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
WILLDAN
Financial Services
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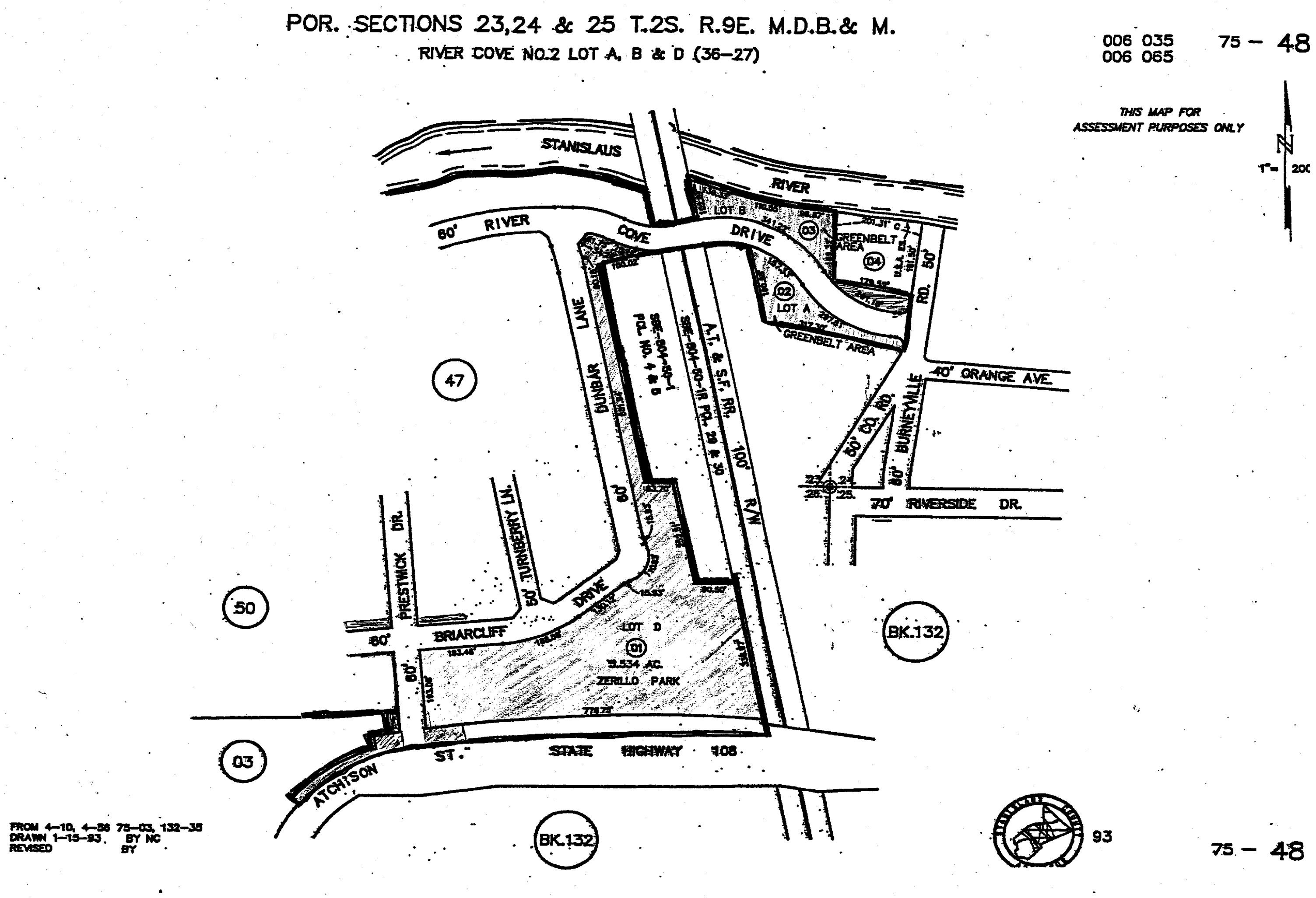
1,000
Feet
RIVER COVE DR
SPANISH BAY CT
ROYAL LINKS DR
PINE THORN DR
LA COSTA CT
PRESTWICK DR
BURNSBERRY LN
DUNBAR LN
BURNING TREE CT
BRIARCLIFF DR
ATCHISON ST
TOPEKA ST
SANTA FE ST
JACKSON AVE
OAKDALE RD
ZERILLO DR
RIVER CLIFF WY
CANDLEWOOD PL
BURNEYVILLE RD
ORANGE AVE
RIVERSIDE DR
HIGH ST
1ST ST
2ND ST
N
PATTERSON RD
CALIFORNIA AVE
KENTUCKY AVE
CRAWFORD RD
CENTRAL AVE
Legend
River Cove
City of Riverbank Parcels
0
0.25
0.5
Miles

City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram

Landscaped Areas Shaded



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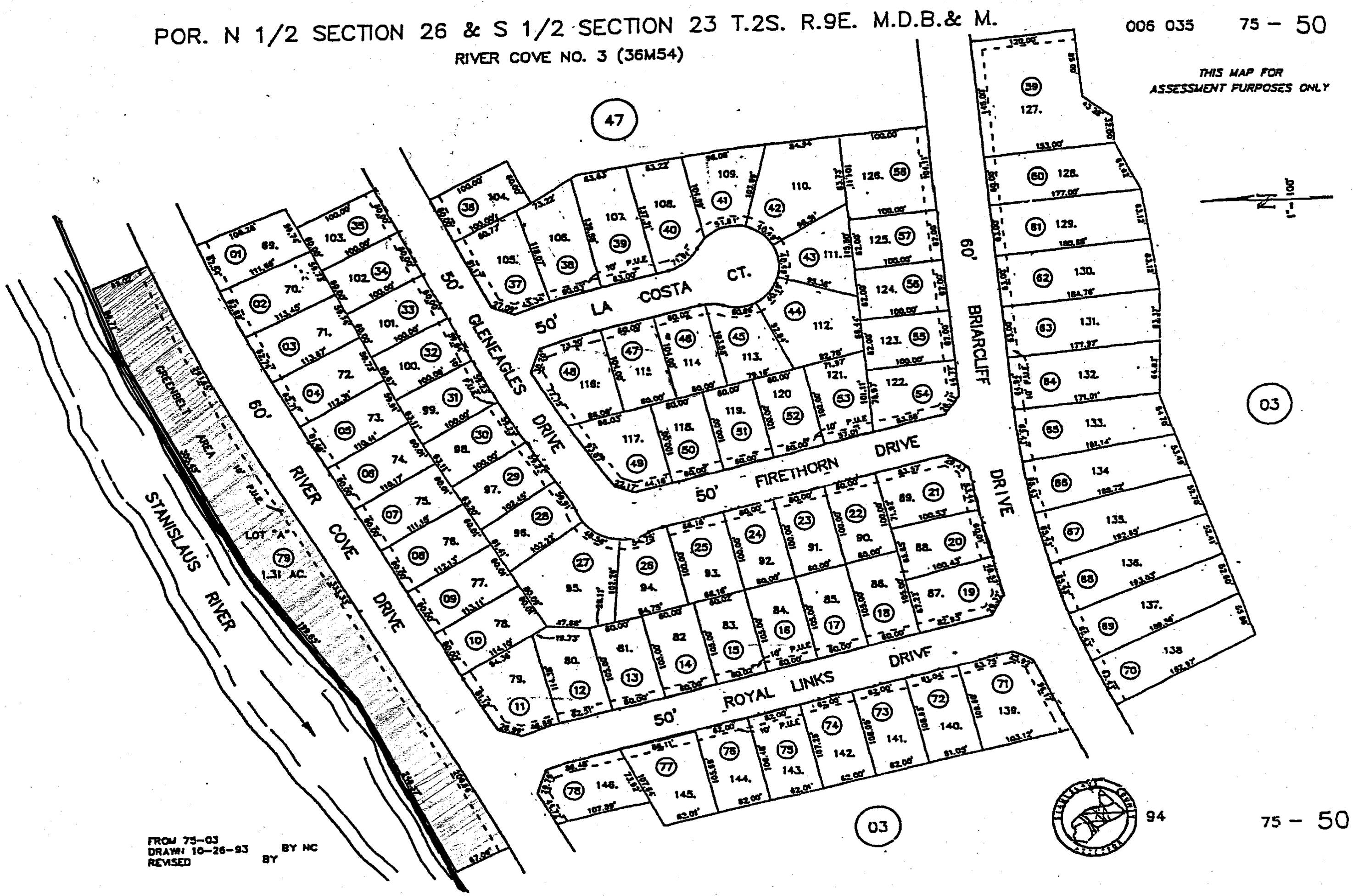

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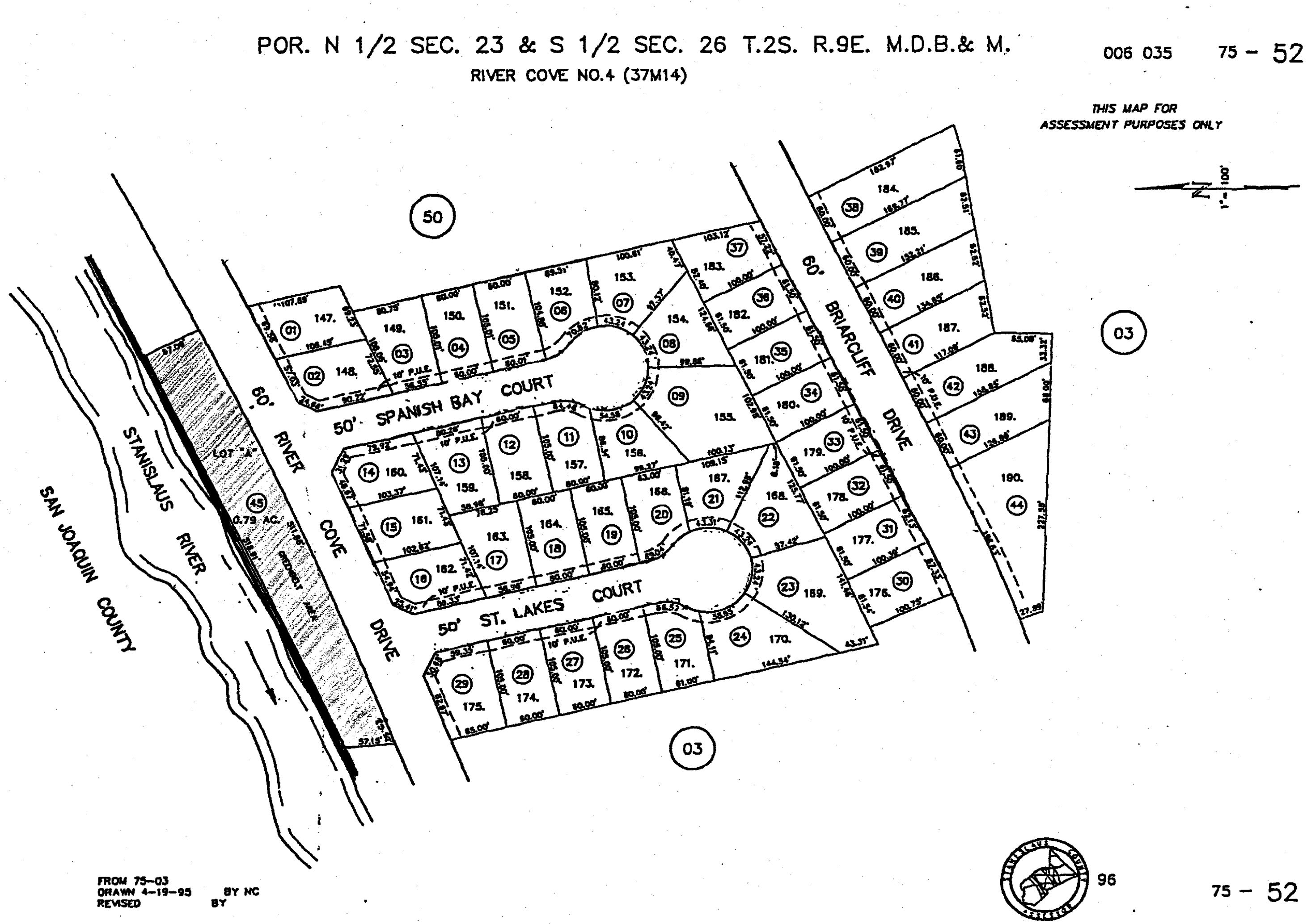
Landscaped Areas Shaded



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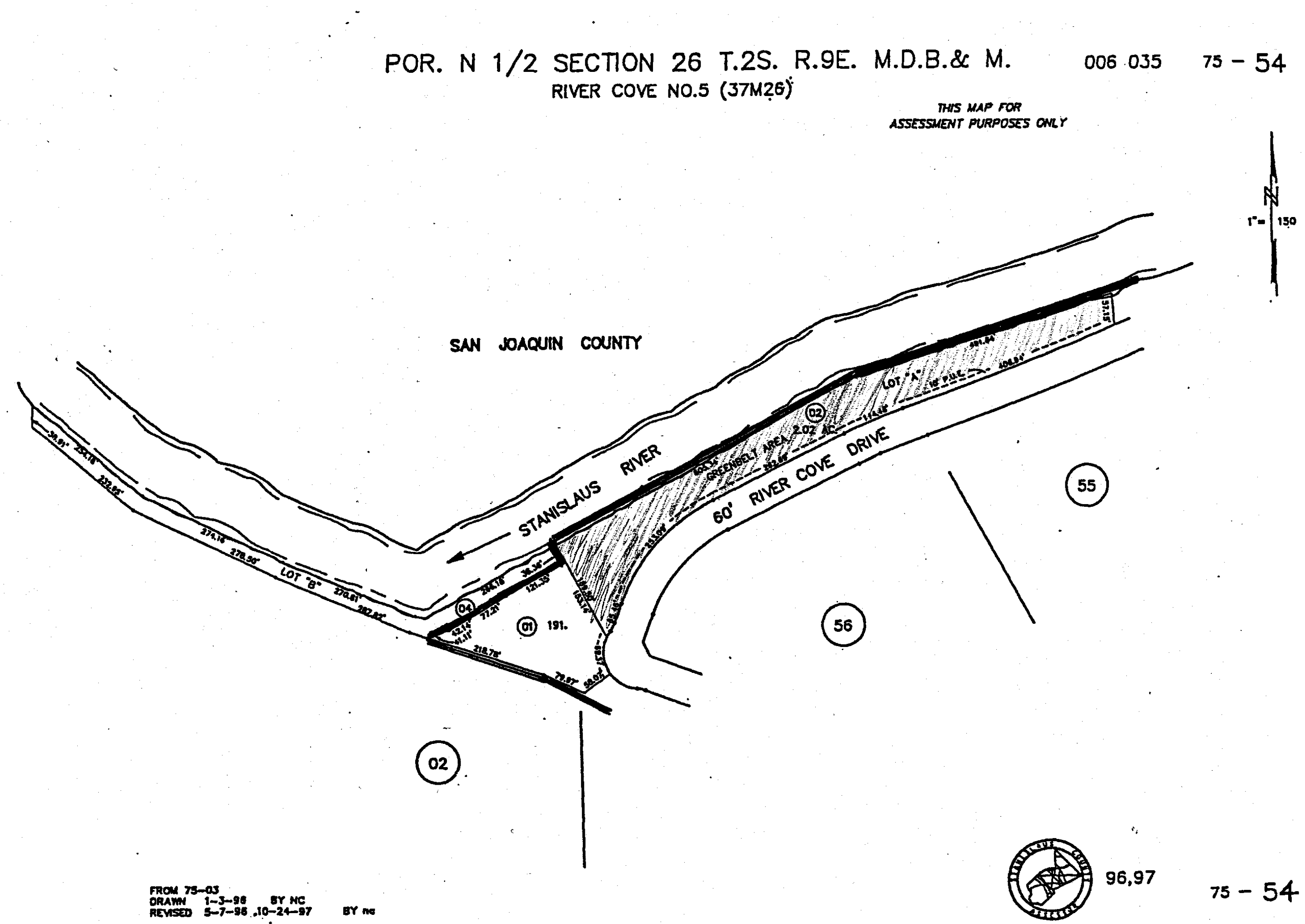
Landscaped Areas Shaded



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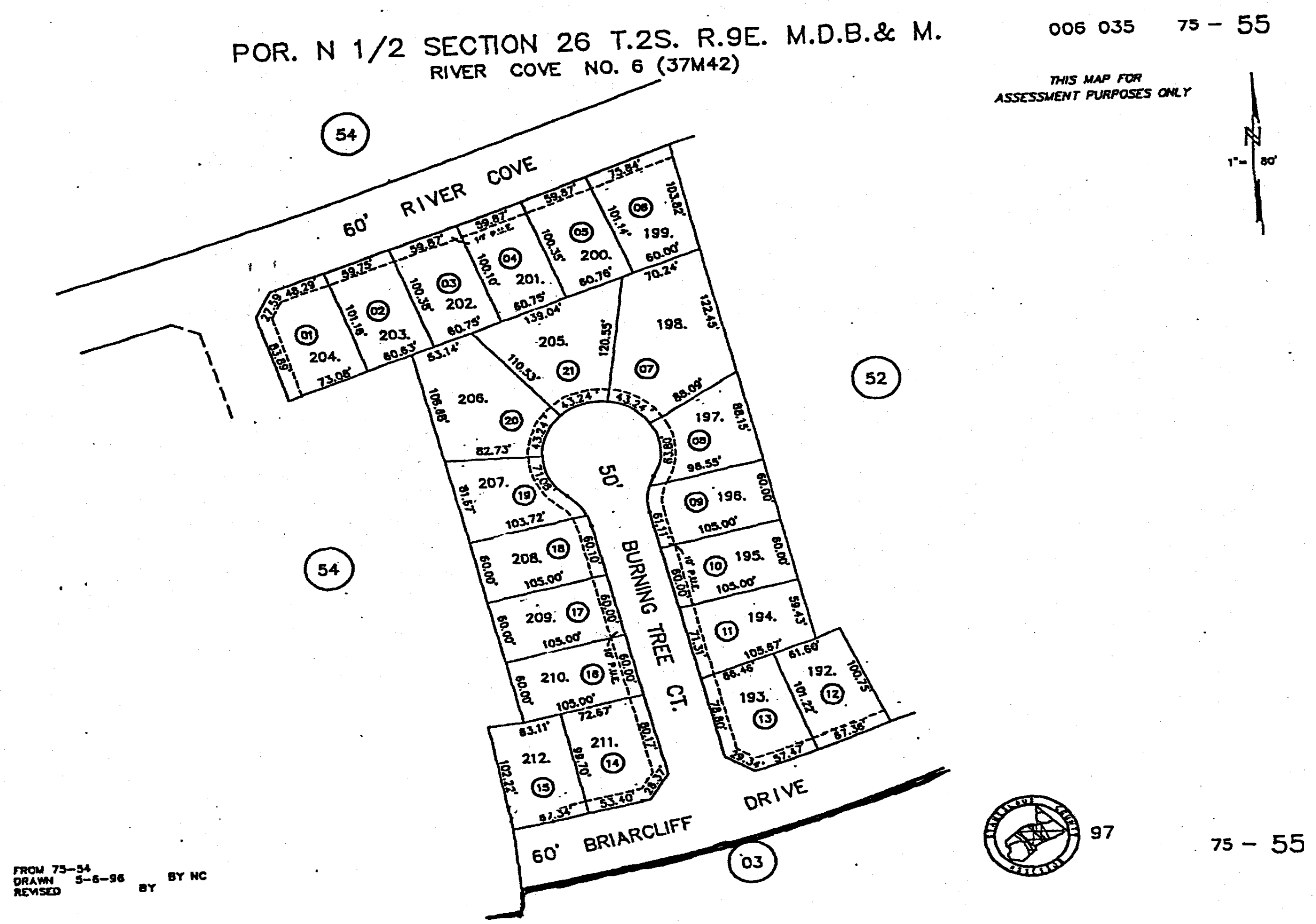

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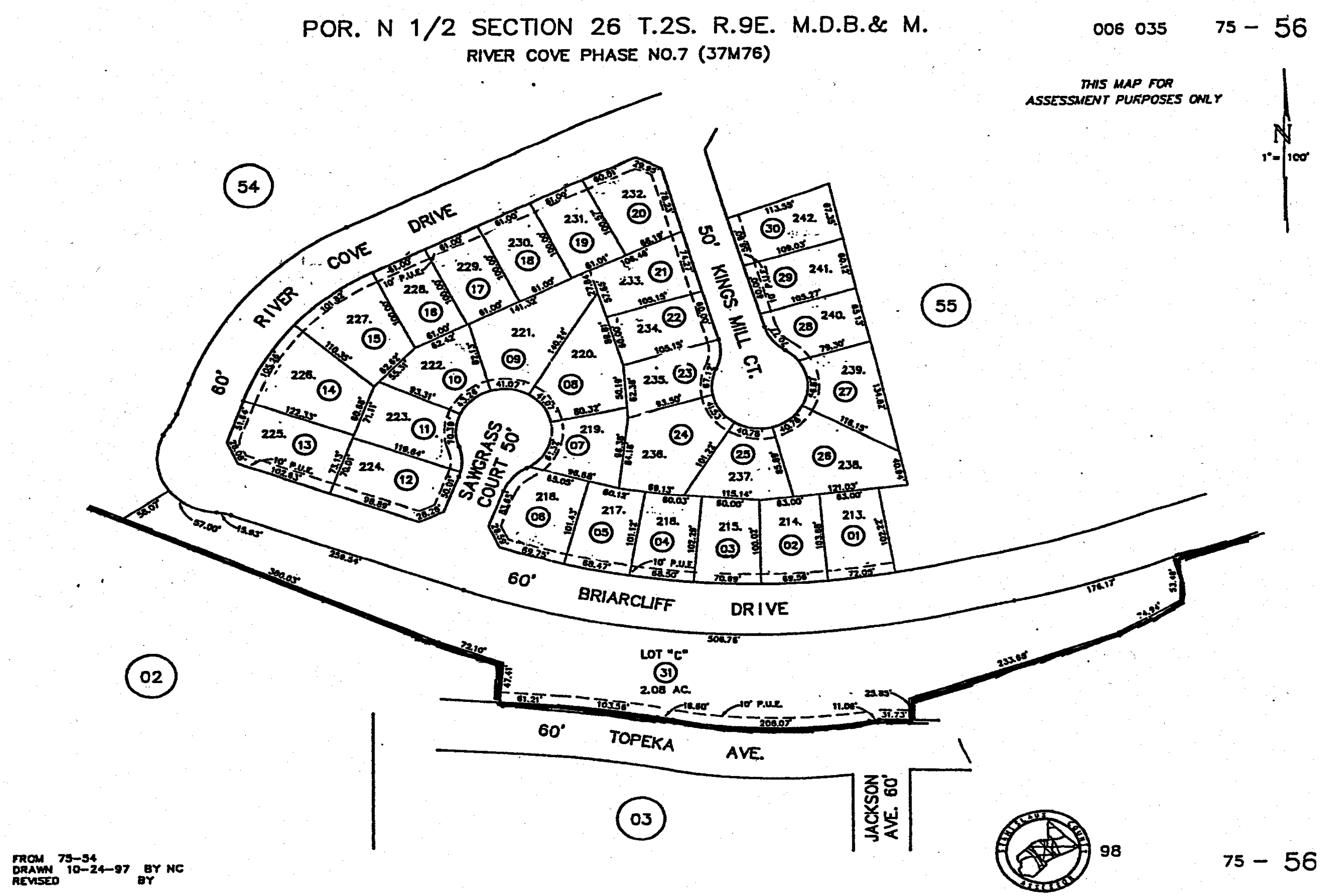
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram



PART VI — 2020/2021 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDU	Charge
075-047-001-000	1.0	$196.90
075-047-002-000	1.0	196.90
075-047-003-000	1.0	196.90
075-047-004-000	1.0	196.90
075-047-005-000	1.0	196.90
075-047-006-000	1.0	196.90
075-047-007-000	1.0	196.90
075-047-008-000	1.0	196.90
075-047-009-000	1.0	196.90
075-047-010-000	1.0	196.90
075-047-011-000	1.0	196.90
075-047-012-000	1.0	196.90
075-047-013-000	1.0	196.90
075-047-014-000	1.0	196.90
075-047-015-000	1.0	196.90
075-047-016-000	1.0	196.90
075-047-017-000	1.0	196.90
075-047-018-000	1.0	196.90
075-047-019-000	1.0	196.90

APN	EDU	Charge
075-047-020-000	1.0	196.90
075-047-021-000	1.0	196.90
075-047-022-000	1.0	196.90
075-047-023-000	1.0	196.90
075-047-024-000	1.0	196.90
075-047-025-000	1.0	196.90
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075-056-028-000	1.0	196.90
075-056-029-000	1.0	196.90
075-056-030-000	1.0	196.90
Total	**241.0**	**$47,452.90**

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E-5

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolutions** – Sierra Vista Estates Landscaping & Lighting District:

1) Resolution of the City Council of the City of Riverbank, California Initiating Proceedings for the Annual Levy of Assessments for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2020/2021.

2) Resolution of the City Council of the City of Riverbank, California Declaring its Intention to Levy Annual Assessments for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2020/2021.

3) Resolution of the City Council of the City of Riverbank, California for Preliminary Approval of the Annual Levy Report for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2020/2021.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in Fiscal Year 2000/2001 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District includes all parcels within the residential development known as the Sierra Vista Estates.

The Engineer's Annual Levy Report for Fiscal Year 2020/2021 has been prepared in accordance with the privisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportinate to the parcel's special benefits. The attached resolutions represent the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolutions to initiate proceedings for the annual levy of assessments, declare the City's intention to levy annual assessments, and preliminary approval of the annual levy report for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2020/2021.

FISCAL IMPACT

There is a slight increase to Sierra Vista Estates to cover the increased maintenance costs maintaining the matured landscape. This increase allows us to not dip into the reserve to cover the costs.

The annual assessments for parcels in the Sierra Vista Estates Landscape and Lighting District for Fiscal Year 2020/2021 will be as follows:

	FY 19/20	**FY 20/21**	**Change in Assessment**
Annual Parcel Assessments	$40.81	$43.67	$2.86

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (3) Resolutions
2. Engineer's Annual Levy Report Sierra Vista Estates Landscape and Lighting District Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Sierra Vista Estates Landscape and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") that provides for levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 Engineer's Annual Levy Report: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed Improvements and Any Substantial Changes in Existing Improvements: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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**

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, formed the Sierra Vista Estates Landscape and Lighting District (hereafter referred to as the "District") and initiated proceedings for Fiscal Year 2020/2021 pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Stanislaus for the City of Riverbank to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO *CHAPTER 3, SECTION 22624* OF THE ACT AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements for Fiscal Year 2020/2021.

Section 2 Description of Improvements and Any Substantial Changes Proposed: The improvements within the District include: trees, landscaping, walls including graffiti removal, fences, irrigation systems, curbs, gutters, sidewalks, street lighting, and other related appurtenances, and electrical facilities within the landscape strips, parks, trails, greenbelts, medians, and other designated areas. The Annual Levy Report, as ordered by previous Resolution, provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains all parcels located in the Sierra Vista Estates Project. The District is known and designated as:

"Sierra Vista Estates Landscape and Lighting District"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") for the district known and designated as the Sierra Vista Estates Landscape and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereinafter referred to as the "Act"); and,

WHEREAS, there has now been presented to this City Council the Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied on a preliminary basis that the assessments have been spread in accordance with the benefits received from the improvements, maintenance, operation, and services to be performed within each Zone as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE SIERRA VISTA ESTATES LANDSCAPE AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 That the above recitals are all true and correct.

Section 2 That the Report as presented consists of the following:

a. A Description of Improvements

b. The Annual Budget (Costs and Expenses of Maintenance, Operations, and Services)

c. A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Dwelling Unit.

Section 3 The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , 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: Engineer's Report – Sierra Vista L&L for FY 2020-2021

City of Riverbank

Sierra Vista Estates Landscaping and Lighting District (No. 2000-01)

2020/2021 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Sierra Vista Estates Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

TABLE OF CONTENTS

PART I – OVERVIEW

A. Introduction

The City of Riverbank ("City") annually levies and collects special assessments in order to maintain the improvements within the Sierra Vista Estates Landscaping and Lighting District ("District"). The District was formed in Fiscal Year 2000/2001 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act") and in compliance with the substantive and procedural requirements of the *California Constitution Article XIIID* ("Article XIIID"). The District includes all parcels within the residential development known as Sierra Vista Estates and was previously referred to as the Riverbank Landscaping and Lighting District No. 2000-01.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2020/2021. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcels' special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Pursuant to *Chapter 3,* beginning with *Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1,* and beginning with *Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report, as approved following approval of or modification by the City Council, defines the assessments to be applied to each parcel within the District for Fiscal Year 2020/2021.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. Applicable Legislation

The District has been formed and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, beginning with Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the Current Legislation

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *Article XIIID*, which was established through the passage of Proposition 218 in November 1996.

This District was formed after the passage of Proposition 218 and the assessments contained herein were established and approved pursuant to the provisions of the *Article XIIID Section 4*. Specifically, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels pursuant to *Article XIIID Section 4 (a)*; and the assessments and assessment range formula described in this Report were approved by the property owners at the time of formation through a property owner protest ballot proceeding pursuant to *Article XIIID Section 4 (c, d & e)*.

Briefly, the assessment range formula states that the maximum assessment initially approved by the property owners may be increased each year by 3.0% to establish an adjusted maximum assessment each year. This adjusted maximum assessment is calculated independently from the actual assessment approved each fiscal year. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of *Article XIIID*, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIIID Section 4*, including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

1. The installation or planting of landscaping;

2. The installation or construction of statuary, fountains, and other ornamental structures and facilities;
3. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
4. The maintenance and/or servicing of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
   a. Repair, removal, or replacement of all or any part of any improvements;
   b. Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
   c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
   d. The removal of trimmings, rubbish, debris, and other solid waste;
   e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
   f. Electric current or energy, gas, or other agent for the lighting or operation of any other improvements; and,
   g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
5. Incidental expenses associated with the improvements including, but not limited to:
   a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
   b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
   c. Compensation payable to the County for collection of assessments;
   d. Compensation of any engineer or attorney employed to render services;
   e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
   f. Costs associated with any elections held for the approval of a new or increased assessment.

PART II – PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of local landscaping, street lighting and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as Sierra Vista Estates within the City.

The District is comprised of a single residential development consisting of sixty-four (64) single-family residential parcels. The District was formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with this residential subdivision and installed as part of the development of properties within the subdivision. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

A. Changes or Modifications to the District

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District in accordance with the provisions of *Article XIIID, Section 4*. No other changes or modifications to the District are proposed for Fiscal Year 2020/2021.

B. Description of the District

The District is located generally on the south of Reich Lane, east of Terminal Avenue, north of Van Dusen Avenue and west of Claus Road. The District includes sixty-four (64) residential parcels within the subdivision known as Sierra Vista Estates, identified on Book 75 Page 58 parcels 02 through 20, 27 through 67 and 69 through 72 of the Stanislaus County Assessor's Parcel Maps.

C. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

D. Description of Improvements

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements may include, but are not limited to, street lighting facilities and all-landscaping material and facilities within the District, including ground cover, shrubs, trees and plants; irrigation and drainage systems; masonry walls or other fencing, entryway monument, and associated appurtenant facilities located within the District. The landscaped areas and streetlights are identified as:

- Approximately 400 linear feet of perimeter and parkway landscaping along the east side of Terminal Avenue, north of Van Dusen Avenue (approximately 2,000 square feet).
- Screening block wall approximately 400 linear feet with a height of 9 feet that was installed as part of the development associated with the landscaping.
- Twelve streetlights throughout the development.

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this Report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

PART III – METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *Article XIIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. *Article XIIID, Section 4* provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. Benefit Analysis

Each of the improvements and the associated costs has been carefully reviewed and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements was part of the conditions of property development. The property owners approved the corresponding assessments for the ongoing maintenance of the improvements at the time of formation through a property owner protest ballot proceeding pursuant to the *Article XIIID, Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the District providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the District by moderating temperatures, providing oxygenation, and attenuating noise;

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;
- Increased promotion of business during nighttime hours in the case of commercial properties;

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits – The improvements to be provided and maintained by the District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although local development improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the District improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one (1.0) Equivalent Dwelling Unit (EDU). Every other land use is typically converted to EDUs based on an assessment formula that includes the property's specific development status, type of development (land use), and size of the property as compared to a single family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the Total District EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount.

Total Balance to Levy / Total EDU = Levy per EDU (also called Assessment Rate)

Assessment Rate x Parcel's EDU = Parcel Levy Amount

Or more simply stated, since all District parcels are 1.0 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

D. Assessment Range Formula

Any new or increase in assessments require certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Brown Act defined the definition of "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through SB 919 (Proposition 218 implementation statutes).

The assessment range formula applied to District Assessments provides for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments.

The following describes the proposed assessment range formula:

Wherein, if the proposed annual assessment (levy per unit or rate) for the current fiscal year is less than or equal to the "Maximum Assessment" (or "Adjusted Maximum Assessment"), then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in Fiscal Year 2001/2002 and each fiscal year thereafter, the Maximum Assessment will be recalculated annually.

2. The new adjusted Maximum Assessment for the year represents the prior year's Maximum Assessment adjusted by three percent (3.0%).
3. The Maximum Assessment is adjusted each year independently from the annual assessment. While the actual amount assessed may fluctuate each year, the maximum will continue to be increased by 3.0%, and in any given year, the assessment may be applied at the Maximum Assessment.

The Maximum Assessment is adjusted annually and is calculated independently of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per equivalent dwelling unit) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year. The City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer's Annual Report. The Maximum Assessment for Fiscal Year 2020/2021 is $177.80.

Although the Maximum Assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year does not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment then the assessment is considered an increased assessment. To impose an increased assessment, the City Council must comply with the provisions of *Article XIIID Section 4(c) of the California Constitution*, which requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Through the balloting process property owners must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

PART IV – DISTRICT BUDGET FY 2020/2021

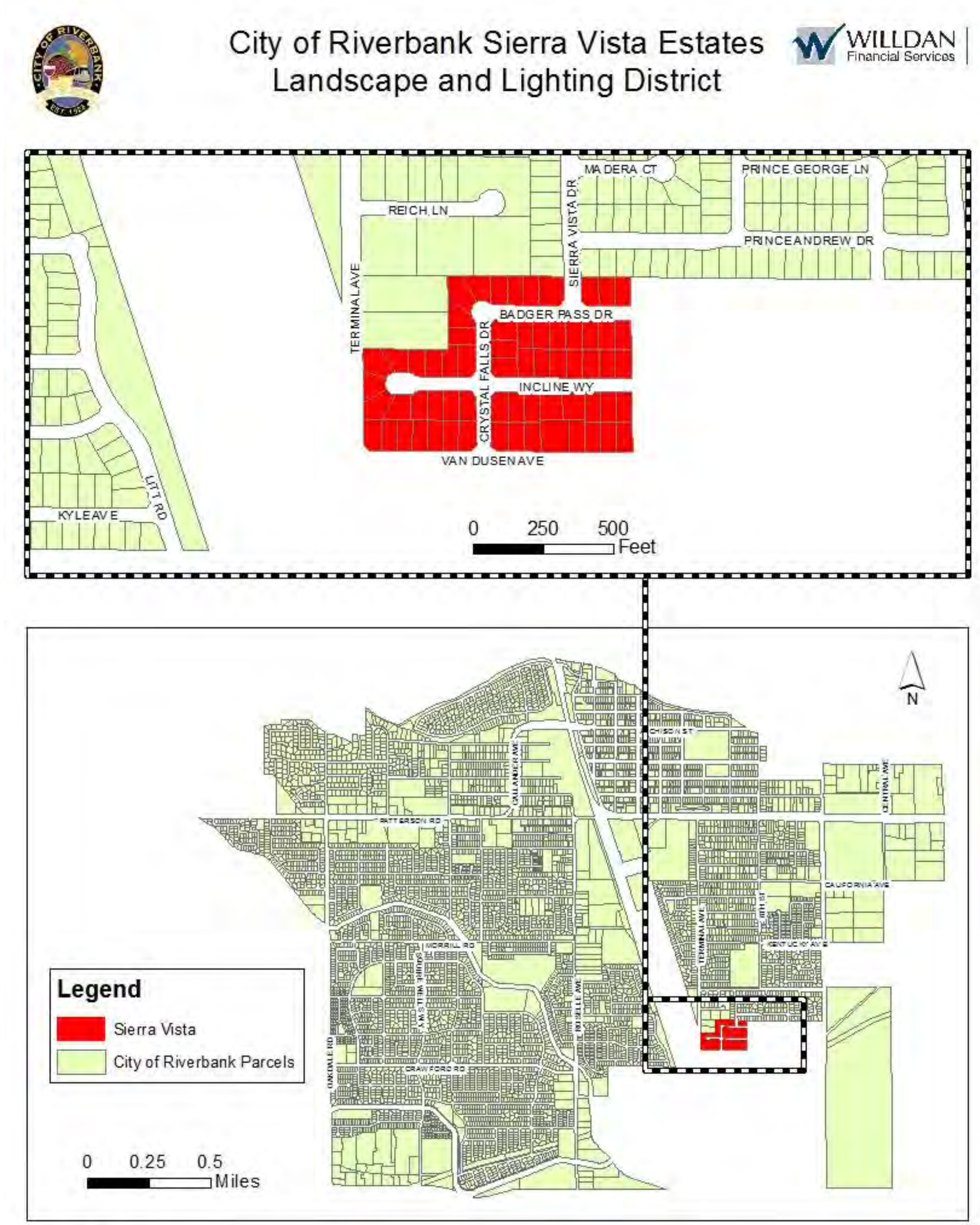
Sierra Vista Estates Landscape and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	$900
Utilities	300
Repairs/Abatement	500
Street Lighting	500
Miscellaneous/Materials/Equipment	0
Facility Maintenance Materials	0
Capital Expenditure	0
Direct Costs (Subtotal)	**$2,200**
ADMINISTRATION COSTS	
District Administration	$2,475
County Administration Fee	76
Administration Costs (Subtotal)	**$2,551**
LEVY BREAKDOWN	
Total Direct and Admin. Costs	**$4,751**
Reserve Collection/ (Transfers)	(1,956)
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	**$2,795**
DISTRICT STATISTICS	
Total Parcels	64
Total Parcels Levied	64
Total Equivalent Dwelling Units (EDU)	64.00
Assessment Rate (Levy Per EDU)	**$43.67**
Maximum Assessment Rate Approved	**$177.80**
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance (Estimated)	$25,389
Reserve Collection/ (Transfers)	(11,956)
Ending Reserve Fund Balance (Projected)	**$13,433**
Beginning Capital Improvement Fund	$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	**$0**

PART V — DISTRICT BOUNDARY MAPS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the Sierra Vista Estates subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following page is a reproduction of the original Assessment Diagram for the District.


City of Riverbank Sierra Vista Estates
Landscape and Lighting District
WILLDAN
Financial Services
MADERA CT
PRINCE GEORGE LN
REICH LN
SIERRA VISTA DR
PRINCEANDREW DR
TERMINAL AVE
BADGER PASS DR
CRYSTAL FALLS DR
INCLINE WY
VAN DUSEN AVE
LITT RD
KYLE AVE
0 250 500
Feet
N
Legend
Sierra Vista
City of Riverbank Parcels
0 0.25 0.5
Miles

PART VI — 2020/2021 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is below. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EBU	Charge
075-058-002-000	1.0	$43.66
075-058-003-000	1.0	43.66
075-058-004-000	1.0	43.66
075-058-005-000	1.0	43.66
075-058-006-000	1.0	43.66
075-058-007-000	1.0	43.66
075-058-008-000	1.0	43.66
075-058-009-000	1.0	43.66
075-058-010-000	1.0	43.66
075-058-011-000	1.0	43.66
075-058-012-000	1.0	43.66
075-058-013-000	1.0	43.66
075-058-014-000	1.0	43.66
075-058-015-000	1.0	43.66
075-058-016-000	1.0	43.66
075-058-017-000	1.0	43.66
075-058-018-000	1.0	43.66
075-058-019-000	1.0	43.66
075-058-020-000	1.0	43.66
075-058-027-000	1.0	43.66
075-058-028-000	1.0	43.66

075-058-029-000	1.0	43.66
075-058-030-000	1.0	43.66
075-058-031-000	1.0	43.66
075-058-032-000	1.0	43.66
075-058-033-000	1.0	43.66
075-058-034-000	1.0	43.66
075-058-035-000	1.0	43.66
075-058-036-000	1.0	43.66
075-058-037-000	1.0	43.66
075-058-038-000	1.0	43.66
075-058-039-000	1.0	43.66
075-058-040-000	1.0	43.66
075-058-041-000	1.0	43.66
075-058-042-000	1.0	43.66
075-058-043-000	1.0	43.66
075-058-044-000	1.0	43.66
075-058-045-000	1.0	43.66
075-058-046-000	1.0	43.66
075-058-047-000	1.0	43.66
075-058-048-000	1.0	43.66
075-058-049-000	1.0	43.66
075-058-050-000	1.0	43.66
075-058-051-000	1.0	43.66
075-058-052-000	1.0	43.66
075-058-053-000	1.0	43.66
075-058-054-000	1.0	43.66
075-058-055-000	1.0	43.66
075-058-056-000	1.0	43.66
075-058-057-000	1.0	43.66
075-058-058-000	1.0	43.66
075-058-059-000	1.0	43.66
075-058-060-000	1.0	43.66
075-058-061-000	1.0	43.66
075-058-062-000	1.0	43.66
075-058-063-000	1.0	43.66
075-058-064-000	1.0	43.66
075-058-065-000	1.0	43.66
075-058-066-000	1.0	43.66
075-058-067-000	1.0	43.66
075-058-069-000	1.0	43.66
075-058-070-000	1.0	43.66
075-058-071-000	1.0	43.66
075-058-072-000	1.0	43.66
Total	**64**	**$2,794.24**

*Total may differ from budget due to rounding

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.F-1

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolution** – Riverbank Storm Drain Maintenance District No. 2006-01(Heartlands)

1) Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Declaring its Intention to Levy and Collect Annual Assessments within the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2020/2021.

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolution Declaring the City's Intention to Levy and Collect Annual Assessments within the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2020/2021.

SUMMARY

Pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703, a special benefit assessment district was formed and designated as the Riverbank Storm Drain District No. 2006-01 (Heartlands). The assessments from this District provide for the maintenance and operation of storm drain facilities and improvements. The special benefit District includes the Heartlands and the Cottages Subdivisions as well as the Crossroads commercial development.

The attached resolution represents the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolution Declaring the City's Intention to Levy and Collect Annual Assessments within the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2020/2021.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

The annual assessments for parcels in the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2020/2021 are as follows:

	FY 19/20	FY 20/21	Change in Assessment
Residential Parcel Assessments	$37.62	$37.62	$0.00

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Engineer's Annual Levy Report Riverbank Storm Drain District No. 2006-01 (Heartlands) Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN THE RIVERBANK STORM DRAIN MAINTENANCE DISTRICT NO. 2006-01 (HEARTLANDS) FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereinafter referred to as the "City"), does resolve as follows:

WHEREAS, the City Council of the City of Riverbank has, by previous Resolution number 2006-082, formed the Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) (hereinafter referred to as the "District"), pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of Part 1 of Division 2, Article 4 of the Government Code of California, beginning with Section 54703* (hereinafter referred to as the "Act") and as provided by Article XIII D of the California Constitution, to levy and collect assessments against the lots or parcels of land within such district to pay for the costs and expenses of operating, maintaining and servicing improvements and facilities located within public places within the boundaries of the District; and

WHEREAS, pursuant to section 54718 of the Government Code of the State of California, the assessments shall be collected by County of Stanislaus in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes, subject to all other conditions set forth in the Engineer's Report; and

WHEREAS, an Assessment Roll for Fiscal Year 2020/2021 (the "Assessment Roll"), which has been prepared in accordance with the method described in the Engineer's Report, has been submitted to the Council and is on file with the City Clerk; and

WHEREAS, summary information regarding the assessments to be levied for Fiscal Year 2019/2020 is outlined in the Engineer's Annual Levy Report; and

WHEREAS, the Council has determined to levy the assessments specified in the Assessment Roll.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF RIVERBANK, FOR THE RIVERBANK STORM DRAIN MAINTENANCE DISTRICT NO. 2006-01 (HEARTLANDS) THAT:

Section 1 Recitals: The foregoing recitals are true and correct and this City Council so finds and determines.

Section 2 Levy of Assessments: The City Council hereby levies the assessments specified in the Assessment Roll.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains all parcels located in the Heartlands Project. The District is known and designated as:

"Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands)"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct an annual Public Hearing concerning the levy of assessments for the Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands).

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

Section 8 Adjustments to the Assessment Roll: The City's Finance Administrator is hereby authorized to make changes to the Assessment Roll prior to the final posting of the assessments to the County tax roll, in response to appeals from property owners, or otherwise to achieve a correct match of the assessments with the assessor's parcel numbers finally utilized by the County in sending out property tax bills or in order to correct errors that may, from time to time, arise in the application of the assessments to particular parcels.

Section 9 Filing the Assessment Roll: In order to have the assessments collected in the next assessment collection period and thus be available to finance the costs of maintaining streets and roads within the District, the Finance Administrator shall deliver the Assessment Roll to the Director of Finance of the County of Stanislaus by the deadline established by the County for inclusion on the tax roll for Fiscal Year 2020/2021.

Section 10 Effective Date: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

Attachment: Engineer's Annual Levy Report – Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) Fiscal year 2020/2021

City of Riverbank

Riverbank Storm Drain District No. 2006-01 (Heartlands)

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

RIVERBANK STORM DRAIN DISTRICT No. 2006-01
(HEARTLANDS)

The District includes all parcels of land within the residential and commercial subdivisions known as the Heartlands, the Cottages and Crossroads Commercial Center.

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

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INTRODUCTION

Pursuant to the provisions of the Benefit Assessment Act of 1982, being *Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703* (hereafter referred to as the "1982 Benefit Act"), and in compliance with the substantive and procedural requirements of the *California State Constitution, Article XIIID* (hereafter referred to as the "California Constitution"), the City Council of the City of Riverbank, County of Stanislaus, State of California (hereafter referred to as "City"), in connection with the proceedings required for the assessment of the special benefit assessment district designated as:

Riverbank Storm Drain District No. 2006-01

(Heartlands)

(hereafter referred to as "District"), to provide for the maintenance and operation of storm drain facilities and improvements associated with the development of properties therein. Said District shall include all lots and parcels of land within the City of Riverbank that receive direct and special benefits from the improvements including the residential subdivisions known as the Heartlands and the Cottages as well as the commercial development located on the north side of Claribel Road between Oakdale Road and the MID Lateral No. 6 (hereafter referred to as the "Crossroads Commercial Center"). This Engineer's Report (hereafter referred to as "Report") describes the District, the improvements therein, any annexations or other modifications to the District, including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2020/2021. This Report describes the District, the improvements, and the assessments to be levied on the County tax rolls to fund the costs and expenses to service and maintain storm drain improvements associated with and resulting from the development of properties within the District and for which the properties receive special benefits. This District will provide an ongoing funding source (annual assessments) for the continued operation and maintenance of storm drain improvements installed in connection with the development of properties within the District and is made pursuant to the 1982 Benefit Act and the substantive and procedural provisions of the California Constitution.

The improvements and assessments described in this Report are based on the existing and planned development of properties and storm drain infrastructure within the District and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements. The formation of the District, the structure of the District (organization), the improvements, the method of apportionment, and assessments described herein are based on current development plans and specifications for the Heartlands, the Cottages, and the Crossroads Commercial Center developments; and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Stanislaus County Assessor's Office. The Stanislaus County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

The assessments as approved will be submitted to the Stanislaus County Auditor/Controller to be included on the property tax roll for each parcel in Fiscal Year 2020/2021.

Pursuant to the 1982 Benefit Act, in no case shall the annual assessments exceed the maximum assessment rate (including the annual inflationary adjustment) established and approved by the property owners as part of the formation proceedings, without subsequent approval of the property owners of such new or increased assessment in accordance with the provisions of the California Constitution, *Article XIIID*. It should be noted that an increased assessment to an individual property resulting from changes in development or land use does not constitute an increased assessment.

This Report consists of five (5) parts:

Plans and Specifications: A description of the District boundaries and the improvements associated with said District. This District is a single benefit zone encompassing all properties within the territory identified as the Heartlands, the Cottages and the Crossroads Commercial Center.

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. An Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings

District Budget: An estimate of the annual costs to maintain and service the storm drain improvements installed and constructed as part of the development of properties within the District. The maximum assessment and assessment range formula established for the District is based on the development plans and estimated annual cost and expenses associated with the improvements at build-out. The assessments to provide the improvements shall be based on the estimated net annual cost of operating and maintaining of the District improvements for that fiscal year. The maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the initial maximum assessment for the District in Fiscal Year 2020/2021.

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus

County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Assessment Roll: A listing of the assessment amount to be presented to the property owners of record. Said assessment amounts represent each parcel's proportional special benefit from the improvements and services to be provided by the District based on an initial maximum assessment rate per Equivalent Benefit Unit (EBU). The maximum assessment rate has been established based on the planned development of properties within the District and the net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I - PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels and subdivisions of land within the residential and commercial subdivisions known as the Heartlands, the Cottages and the Crossroads Commercial Center, which encompass an area of land totaling approximately eighty-eight acres (88.11 acres) of which approximately four acres (4.01 acres) is the drainage basin area, twenty-two acres (22.22 acres) that represents the area of residential development consisting of one hundred fifty-two (152) planned single-family residential units and approximately sixty-two acres (61.88 acres) that represents the area of commercial development. The residential area includes the subdivisions of the Heartlands and the Cottages representing 96 and 56 single-family residential homes, respectively. The District and parcels therein are generally located:
East of Oakland Road,
North of Claribel Road, and
South and West of the M.I.D Lateral No. 6.

The parcels within the District at the time of the Resolution of Intention are identified by the Stanislaus County Assessor's Office as:
Parcel number 075-097-043 for the drainage basin area, which is located on the northwest corner of the District;
All parcels within Book 075 Pages 096, 097 and 098 for the residential subdivisions known as the Heartlands and the Cottages, which are located along the northern areas of the District; and
All parcels within Book 075 Page 093 for the commercial area referred to as the Crossroads Commercial Center that is located south of the planned residential development within the District, with the exception of parcel number 075-093-026-000 which is the Hetch Hetchy 110' R O W.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.

- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.

- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;

- The costs of printing, advertising, and the publishing, posting and mailing of notices;

- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. Description of Improvements and Services

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of storm drain improvements established or installed in connection with development of properties within the District. The improvements may consist of all or a portion of the storm drain infrastructure and appurtenant facilities within and associated with the development of properties within the residential subdivisions known as the Heartlands and the Cottages, and the commercial development located on the north side of Claribel Road between Oakdale Road and the MID Lateral No. 6, referred to as the Crossroads Commercial Center. The District improvements generally include but are not limited to inlets, catch basins, storm-drain-pipes, outlets, pumps, filters, drainage basins, and appurtenant facilities. The special benefit assessments to be levied for this District are intended to provide a revenue source for the ongoing maintenance and servicing of these District improvements including, but not limited to the materials, equipment, labor and administrative expenses. However, the assessments are not intended to fund reconstruction or major renovations of the improvements and facilities.

Development of each of the properties within the District to their full potential required the construction and installation of the four-acre drainage basin area located in the northwest section of the District and related storm drain infrastructure within the District to address water run-off from these properties. The construction and installation of these improvements and facilities were only necessary for the development of these properties and the ongoing maintenance and servicing of these improvements provided by this District are only necessary to ensure the integrity of these improvements and facilities associated with those properties. The facilities and services to be funded through the District assessments are generally described as:

Improvements and Facilities

The Storm Drain improvements and facilities to be maintained by the District include the four-acre drainage basin site constructed in the northern portion of the District (Assessor's Parcel Number 075-097-043) and the related facilities and infrastructure located within that site (referred to here as basin-site improvements), as well as the pipes, catch basins, inlets and related drainage facilities within the residential and commercial development areas that collect and direct water flow to this drainage basin (referred to here as property-site improvements). The facilities and infrastructure to be funded through the District assessments generally include:

Basin-site Improvements

A 2.95 acre drainage basin facility with 4 inch concrete reinforced side slopes and a soil composition floor that will naturally become vegetated through volunteer native plants; Approximately one acre of "upland" area surrounding the 2.95 acre drainage basin that is primarily constructed of compacted aggregate base material; A 6 foot high chain link fence along the perimeter of the "upland" area surrounding the drainage basin; An 8 inch concrete reinforced access ramp to the basin floor; Drainage infrastructure facilities within the drainage basin site that include but are not limited to: A twenty foot wide rip-rap swale made up of 4-6" angular rock with a perforated sub-drain underneath the rip-rap to remove silt and sediment from the water runoff entering the basin (required by the Modesto Irrigation District); Screened inlets and galvanized steel storm drain grates; A lift/pump station; Four (4) catch basins; Two (2) cleanouts; One (1) manhole; and Approximately 1,005 linear feet of drain pipe including: 437 linear feet of 10" PVC gravity line. 168 linear feet of 10" PVC forced main line from the pump station to the MID canal. 143 linear feet of 12" perforated PVC. 199 linear feet of 18" RCP. 58 linear feet of 54" RCP (from basin inlet to Oakdale Road RW).

Property-site Improvements
The overall storm drain system to be maintained by the District includes various pipes, catch basins, inlets and other facilities within public right-of-ways and easements that collect and direct water flow from the residential and commercial properties of the District to the drainage basin. These improvements generally include: 73 storm drain manholes; 80 catch basins; and 123,057 lineal feet of piping tributary to the basin.

A detailed description of the storm drain improvement plans associated with the various property developments within the District are on file with the City Engineer and by reference these plans and specifications are made part of this Report.

Maintenance and Services
Annual inspection and stencil maintenance of inlets & catch basins; Cleaning and maintenance of catch basins, cleanouts, manholes, inlet structure and outlet structure as needed, including permits and documentation requirements; Periodic cleaning of storm drain pipes, including permits and documentation requirements; Annual landscape maintenance and rodent control of the drainage basin area; Periodic vegetation and debris control within the drainage basin; Cleaning, debris removal and de-silting of drainage basin and/or biofilter areas as needed; Minor repair of the storm drain outlets if damaged or any other damaged facilities caused by flooding (major repairs or reconstruction are excluded); Regular operational costs to maintain and clean drainage basin pump and filters, including electrical costs (major repairs or replacement are excluded); Annual maintenance and repair of the fencing around the drainage basin.

PART II - METHOD OF APPORTIONMENT

A. Benefit Analysis

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, operation and servicing of drainage and flood control improvements. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service".*

Furthermore:

> *"The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service, except that the legislative body may, by resolution, determine that the estimated cost of work authorized … is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments…. The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.*

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices in compliance with the provisions of the 1982 Act and the California Constitution. The formulas used for calculating assessments reflects the composition of parcels within the District and the improvements and services provided, to fairly apportion the costs based on the special benefits to each parcel.

Each of the improvements and services, and the associated costs and assessments, have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the 1982 Act and the California Constitution. The storm drain improvements associated with this District were necessary and essential requirements for the development of the properties within the District to their full potential, consistent with the development plans and applicable portions of the City General Plan. As such, the ongoing operation, servicing and maintenance of those improvements would otherwise be the direct financial obligation of each individual property owner. Since the parcels to be assessed within the District would not have been developed in the absence of these improvements and facilities, each parcel has a direct investment in the proper maintenance of the various improvements that is over and above any general benefits that may be conferred by such improvements and services.

The ongoing maintenance and servicing of the District improvements is an integral part of the use and preservation of the properties within the District. Such services to be funded by annual assessments confer a particular and distinct special benefit to those parcels. The proper maintenance and servicing of the storm drain system ensures proper water flow and control of excess water during periods of rain, which is essential to the preservation and protection of private property. The storm drain system contributes to a specific enhancement of the parcels within the District and the absence of adequate maintenance and servicing of these improvements could eventually have a negative impact on those properties.

Although the improvements may include storm drain facilities that connect to similar facilities outside the District boundaries, it is clear that the construction and installation of these improvements were only necessary for the development of properties within the District. As such, it has been determined that the ongoing maintenance, servicing, and operation of the District improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District. Any improvement or portion thereof (particularly off-site storm drain facilities) that may be considered general benefit shall be funded by other revenue sources and not included as part of the special benefit assessments allocated to properties within this District. However, the costs associated with installation or improvement of any future off-site facilities that benefit the parcels within this District as well as other properties (shared benefit) may be allocated to the parcels within the District based on their proportional special benefit from such improvements.

B. Assessment Methodology

All costs associated with the improvements and services shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the *California Constitution Article XIIID, Section 4*, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the actual or planned development of each property as compared to other parcels that benefit from the improvements.

While the parcels within this District include both planned residential development and commercial development, they share a common need to control water runoff associated with their property. It has therefore been determined that the overall acreage of property development (gross acreage) within the District and each parcel's proportional share of that acreage provides a direct correlation to the special benefit each property receives from the improvements and services because it provides a fair and reasonable correlation to each parcel's proportional water runoff and demand on the storm drain infrastructure. Although the specific development of each property may have some impact on the amount of water runoff associated with that property due to variations in the surface area (natural or landscaped surfaces versus building footprint or asphalt area), the need for a well maintained storm drain system is essential to all property development and variations in the development of each property is considered inconsequential to the benefits associated with that storm drain system.

The following table provides a summary of the development acreage within the District that will benefit from the improvements and services to be provided through the revenues collected through the District's annual assessments.

Acreage by Land Use		
Land Use	**Acreage**	**Percentage of Acreage**
Planned Residential Development	22.22	26.42%
Planned Commercial Development	61.88	73.58%
Total	**84.10**	**100.00%**

Equivalent Benefit Units
Based on the preceding discussion, each property within the District is assigned an Equivalent Benefit Unit ("EBU") that is reflective of the parcel's proportional acreage, special benefit and assessment obligation.

Commercial Properties — Include all developed commercial properties and properties planned for commercial development within the area identified as the Crossroads Commercial Center within the District. Each of these parcels is assigned an EBU based on the parcel's net acreage. Each taxable property shall be assessed on the County tax roll, their proportionate share of the net annual costs based on this assigned EBU. Properties planned for commercial development have been assigned an aggregate 61.88 EBU. Non-taxable properties (parcels the County does not generate a tax bill for) shall be hand-billed for their proportional annual assessment if applicable, but should such assessments not be collected; the City shall make a contribution to the District to offset the lost revenue.

Residential Properties — While the overall EBU established for the District is based on the total acreage of benefiting properties, it has been determined that the benefit to each of the single-family residential properties developed in the District is identical and that the most appropriate allocation of special benefit is reflected by the total acreage associated with the residential subdivisions within the District divided by the total number of approved residential units. (22.22 acres divided by 152 approved units, equals approximately 0.15 EBU per residential unit). Therefore, each single-family residential parcel shall be assigned 0.15 EBU and residential properties that have not been fully subdivided, shall be assigned an EBU that reflects 0.15 EBU for each planned residential unit to be developed on the property.

Exempt Properties — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to any lot or parcel identified as public streets and other roadways (typically not assigned an APN by the County); and the four-acre detention basin site that represents much of the District's improvements, or any other public easement, utility right-of-way or other publicly owned properties that are part of the District improvements or may provide other benefits to private properties within the District.

These types of parcels are considered to receive no benefit from the improvements because they are also generally required as part of developing the residential and commercial properties within the District. These properties are exempted from assessment, but shall be reviewed annually by the assessment engineer to confirm the parcels' current development status. Government owned properties or public properties are not necessarily exempt properties and shall be subject to special benefit assessment unless it qualifies for an exempt status.

The following formulas are used to calculate each parcel's annual assessment (proportional benefit):

The total number of Equivalent Benefit Units for the District is the sum of all individual EBUs applied to parcels that receive special benefit from the improvements.

All Residential Property EBUs + Commercial Property EBU's = Total Parcels' EBU

An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total net annual cost budgeted for the improvements and dividing that amount by the total number of EBU's.

Total Balance to Levy / Total EBUs = Assessment Rate per EBU

This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and annual assessment obligation for the improvements.

Assessment Rate per EBU x Each Parcel's Assigned EBU = Parcel's Levy Amount

C. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution, Articles XIIIC and XIIID*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the *California Constitution, Article XIIID, Section 4.* As part of the District formation, the notice and assessment ballots presented to the property owners for approval, included a maximum assessment amount for Fiscal Year 2006/2007 (initial maximum assessment), identification of the corresponding maximum assessment rate and a summary of the assessment range formula described herein.

The assessment range formula for this District shall be applied to all future assessments and is generally defined, if the annual assessment (levy per EBU) for the upcoming fiscal year is less than or equal to the adjusted Maximum Assessment, then the annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the (Initial) Maximum Assessment established for fiscal year 2006/2007 adjusted annually by the annual percentage change in the February Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. The Maximum Assessment for Fiscal Year 2019/2020 was $742.13/EBU. The CPI for 2020 is 2.91% increasing the Maximum Assessment for Fiscal Year 2020/2021 to $763.70/EBU.

Beginning in the second fiscal year (Fiscal Year 2007/2008) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established for that fiscal year. The Maximum Assessment shall be adjusted annually and is calculated independent of the District's annual budget and annual assessment. Any annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the assessment is much greater than the assessment applied in the prior fiscal year.

PART III – 2020/2021 DISTRICT BUDGET

The Maximum Assessment per EBU is shown within the following budget and is based on the cost of providing the District improvements. As outlined in the method of apportionment, all the improvements are considered special benefit and there are no improvement costs that have been identified as general benefit.

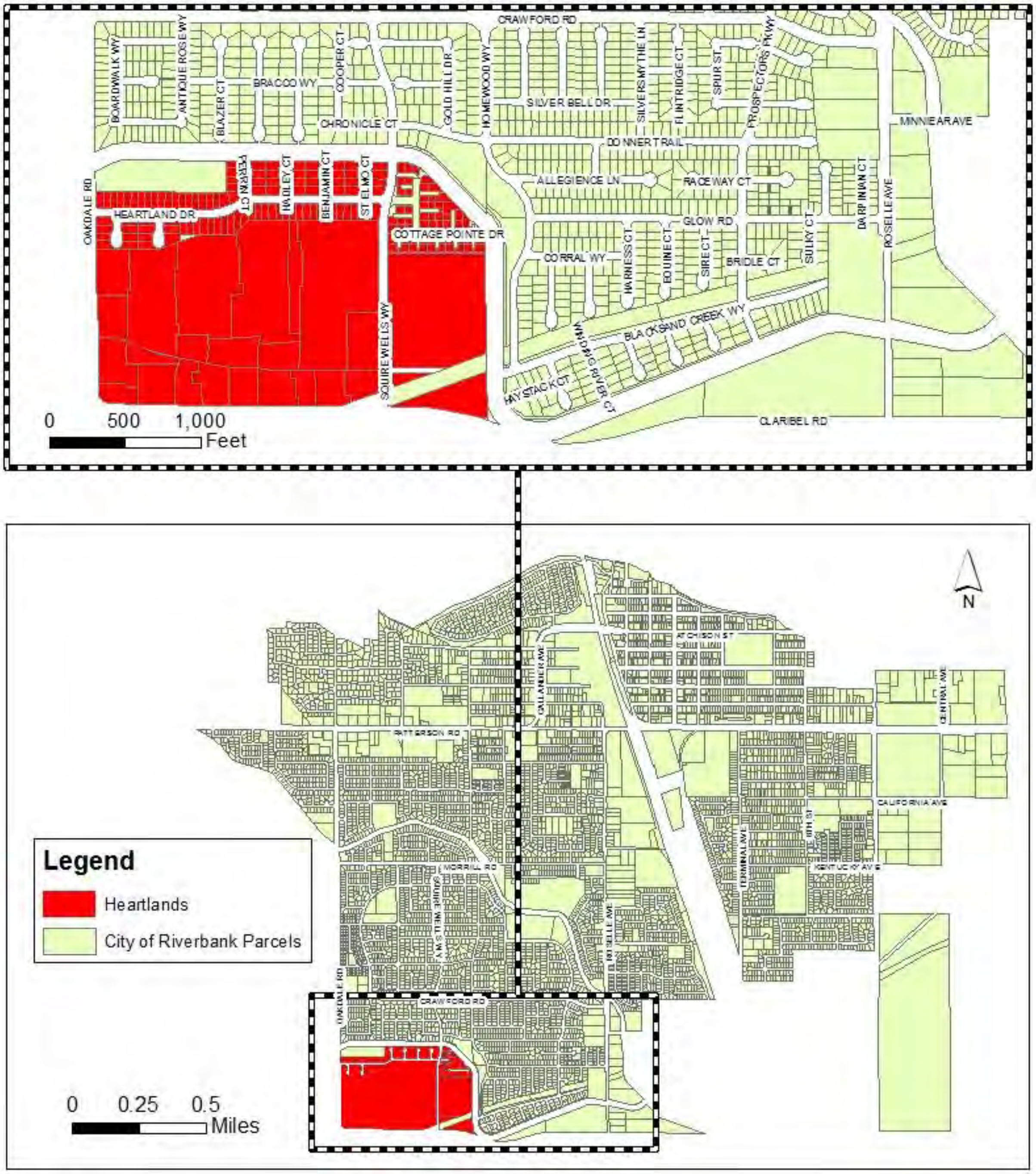
Heartlands Storm Drain District No 06-01	Total District
DIRECT COSTS	
Annual Maintenance	
Inspection & Abatement: Drainage Basins	$1,500
Landscape Maintenance: Drainage Basins (Including Utilities)	5,100
Annual Maintenance: Drainage Basin/Channelway Fencing	844
Annual Inspection & Docs: Inlets, Manholes, Outlets, Drywells, Pumps, Etc.	880
Annual Maintenance & Cleaning: Inlets, Manholes, Outlets, Drywells, Pumps, Etc.	1,500
Annual Inspection & Maintenance: Storm Drain Pipes	2,200
Annual Pump Operation (Including Electricity)	2,000
Annual Maintenance Expenses: Storm Drains	**$14,024**
Total Annual Direct Costs: Storm Drain Improvements	**$14,024**
ADMINISTRATION EXPENSES	
City Annual Administration & Overhead	$4,100
Professional Fees & Services	2,500
County Administration Fee	120
Miscellaneous Administration Expenses	335
Total Annual Administration Costs	**$7,055**
LEVY BREAKDOWN	
Total Direct & Administration Costs	**$21,079**
Reserve Collection/(Transfer)	0
City Loan — Repayment/(Advance)	0
Total Levy Adjustments	**0**
BALANCE TO LEVY	**$21,079**
DISTRICT STATISTICS	
Total Parcels	175
Parcels Levied	175
Total EBU	84.05
Levy per EBU	$250.80
Maximum Levy per EBU	**$763.70**
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	$104,837
Reserve Collection	0
Ending Reserve Fund Balance	**$104,837**

PART IV - DISTRICT DIAGRAMS

The parcels within the Riverbank Storm Drain District No. 2006-01 (Heartlands) consist of all lots, parcels and subdivisions of land located in the planned residential development known as Heartlands. The District covers approximately ninety and one-half acres (90.54 acres).

The following District Diagram is based on the Stanislaus County Assessor's Maps and the Stanislaus County Assessor's Secured Roll and identifies all the parcels of land within the District. The combination of this map and the Assessment Roll contained in this report constitute the District Assessment Diagram.

City of Riverbank
Storm Drain Maintenance District No. 2006-1
(Heartlands)



PART V – 2020/2021 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which the Engineer's Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the lots and parcels to be assessed within this District along with the assessment amounts is provided on the following pages.

Non-assessable lots or parcels may include but are not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas, right-of-ways, common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has little or no value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate described in this Report and approved by the City Council. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

APN	EBU	Charge
075-093-024-000	0.36	$90.28
075-093-025-000	2.11	529.18
075-093-030-000	10.96	2,748.76
075-093-031-000	10.00	2,508.00
075-093-034-000	1.81	453.94
075-093-035-000	0.90	225.72
075-093-036-000	1.08	270.86
075-093-037-000	0.73	183.08
075-093-038-000	1.35	338.58
075-093-039-000	1.14	285.90
075-093-040-000	0.95	238.26
075-093-041-000	6.57	1,647.74
075-093-043-000	1.45	363.66
075-093-044-000	1.09	273.36
075-093-045-000	1.25	313.50
075-093-047-000	0.84	210.66
075-093-049-000	1.28	321.02
075-093-051-000	6.21	1,557.46
075-093-052-000	4.68	1,173.74
075-093-053-000	1.63	408.80
075-093-054-000	1.43	358.64
075-093-058-000	1.43	358.64
075-093-061-000	2.00	501.60
075-096-001-000	0.15	37.62
075-096-002-000	0.15	37.62
075-096-003-000	0.15	37.62
075-096-004-000	0.15	37.62
075-096-005-000	0.15	37.62
075-096-006-000	0.15	37.62
075-096-007-000	0.15	37.62
075-096-008-000	0.15	37.62
075-096-009-000	0.15	37.62
075-096-010-000	0.15	37.62
075-096-011-000	0.15	37.62
075-096-012-000	0.15	37.62
075-096-013-000	0.15	37.62
075-096-014-000	0.15	37.62
075-096-015-000	0.15	37.62
075-096-016-000	0.15	37.62
075-096-017-000	0.15	37.62
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075-098-055-000	0.15	37.62
075-098-056-000	0.15	37.62
Total	**84.05**	**$21,079.62**

*Total may differ from budget due to rounding.

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

SECTION 3: CONSENT CALENDAR

Meeting Date: June 9, 2020

Subject/ Title: **Resolution** – Riverbank Storm Drain Maintenance District No. 05-01 (Sterling Ridge):

1) Resolution of the City of Riverbank, California, City Council Ordering the Levy and Collection of Assessments within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2020/2021

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt the following Resolution Declaring the City's Intention to Levy and Collect Annual Assessments within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2020/2021.

SUMMARY

Pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703, a special benefit assessment district was formed and designated as the Riverbank Storm Drain District No. 05-01 (Sterling Ridge). The assessments from this District provide for the maintenance and operation of storm drain facilities and improvements. The special benefit District includes the Sterling Ridge, Elmwood Estates Unit 1, and Elmwood Estates Unit 2.

The attached resolution represents the first of two steps in the annual levy of assessments on the district for fiscal year 2020/2021. A Public Hearing to consider adoption of the report and annual levy of assessents is scheduled for June 23, 2020.

Therefore, it is recommended that the City Council adopt Resolution Declaring the City's Intention to Levy and Collect Annual Assessments within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2020/2021.

STRATEGIC PLAN

This is directly related to the City's Strategic Plan, which can be found at www.riverbank.org.

FISCAL IMPACT

The annual assessments for parcels in the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2020/2021 are as follows:

	FY 19/20	FY 20/21	Change in Assessment
Annual Parcel Assessments	$65.22	$65.22	$0.00

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Engineer's Annual Report Riverbank Storm Drain District No. 05-01 (Sterling Ridge) Engineer's Report for Fiscal Year 2020/2021

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN RIVERBANK STORM DRAIN DISTRICT NO. 05-01 (STERLING RIDGE) FOR FISCAL YEAR 2020/2021

The City Council of the City of Riverbank, California (hereinafter referred to as the "City"), does resolve as follows:

WHEREAS, the City Council of the City of Riverbank has, by previous Resolution number 2005-034, formed the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) (hereinafter referred to as the "District"), pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of Part 1 of Division 2, Article 4 of the Government Code of California, beginning with Section 54703* (hereinafter referred to as the "Act") and as provided by Article XIII D of the California Constitution, to levy and collect assessments against the lots or parcels of land within such district to pay for the costs and expenses of operating, maintaining and servicing improvements and facilities located within public places within the boundaries of the District; and,

WHEREAS, pursuant to section 54718 of the Government Code of the State of California, the assessments shall be collected by County of Stanislaus in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes, subject to all other conditions set forth in the Engineer's Report; and

WHEREAS, an Assessment Roll for Fiscal Year 2020/2021 (the "Assessment Roll"), which has been prepared in accordance with the method described in the Engineer's Report, has been submitted to the Council and is on file with the City Clerk; and

WHEREAS, summary information regarding the assessments to be levied for Fiscal Year 2020/2021 is outlined in the Engineer's Annual Levy Report; and

WHEREAS, the Council has determined to levy the assessments specified in the Assessment Roll.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF RIVERBANK, FOR THE STERLING RIDGE BENEFIT ASSESSMENT DISTRICT that:

Section 1 Recitals: The foregoing recitals are true and correct and this City Council so finds and determines.

Section 2 Levy of Assessments: The City Council hereby levies the assessments specified in the Assessment Roll.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District. The District contains all parcels located in the Sterling Ridge Project. The District is known and designated as

"Riverbank Storm Drain District No. 05-01 (Sterling Ridge)"

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/2021, the proposed assessments for all Zones are outlined in the Engineer's Annual Levy Report.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct an annual Public Hearing concerning the levy of assessments for the District.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution, once in the local paper, not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 23, 2020 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting in the teleconference or virtual platform pursuant to the Governor's Executive Order N-29-20 regarding the holding of public meetings during the COVID-19 pandemic.

Section 8 Adjustments to the Assessment Roll: The City's Finance Administrator is hereby authorized to make changes to the Assessment Roll prior to the final posting of the assessments to the County tax roll, in response to appeals from property owners, or otherwise to achieve a correct match of the assessments with the assessor's parcel numbers finally utilized by the County in sending out property tax bills or in order to correct errors that may, from time to time, arise in the application of the assessments to particular parcels.

Section 9 Filing the Assessment Roll: In order to have the assessments collected in the next assessment collection period and thus be available to finance the costs of maintaining streets and roads within the District, the Finance Administrator shall deliver the Assessment Roll to the Director of Finance of the County of Stanislaus by the deadline established by the County for inclusion on the tax roll for Fiscal Year 2020/2021.

Section 10 Effective Date: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2020; motioned by , seconded by , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:	**APPROVED:**
____________________________	____________________________
Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk	**Mayor**

Attachment: Engineer's Report – Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for FY 2020/2021

City of Riverbank

Riverbank Benefit Assessment District No. 05-01 (Sterling Ridge)

2020/2021 Engineer's Annual Levy Report

Intent Meeting: June 9, 2020
Public Hearing: June 23, 2020

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com

WILLDAN

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

RIVERBANK STORM DRAIN DISTRICT No. 05-01
(Sterling Ridge)

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2020.

Willdan Financial Services
Assessment Engineer

By: ________________________________

Tony Thrasher, Project Manager
District Administration Services

By: ________________________________

Richard Kopecky
R.C.E. # 16742

TABLE OF CONTENTS

INTRODUCTION

Pursuant to the provisions of the *Benefit Assessment Act of 1982,* being *Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California* commencing with *Section 54703* (hereafter referred to as the "1982 Benefit Act"), and in compliance with the substantive and procedural requirements of the *California State Constitution, Article XIIID* (hereafter referred to as the "California Constitution"), the City Council of the City of Riverbank, County of Stanislaus, State of California (hereafter referred to as "City"), in connection with the proceedings required for the assessment of the special benefit assessment district designated as:

Riverbank Storm Drain District No. 05-01

(Sterling Ridge)

(hereafter referred to as "District"), which includes all lots and parcels of land within the residential subdivision known as Sterling Ridge, within the City limits of Riverbank. This Engineer's Report (hereafter referred to as "Report") has been prepared in connection with the levy and collection of annual assessments related thereto for Fiscal Year 2020/2021, as set forth pursuant to the 1982 Benefit Act.

This Report describes the District, the improvements, and the assessments to be levied on the County tax rolls to fund the costs and expenses to service and maintain storm drain improvements associated with and resulting from the development of properties within the District and for which the properties receive special benefits. The annual assessments of this District will provide an ongoing funding source (annual assessments) for the continued operation and maintenance of storm drain improvements installed in connection with the development of properties within the District and are made pursuant to the 1982 Benefit Act and the substantive and procedural provisions of the California Constitution.

The improvements and assessments described in this Report are based on the planned development of properties within the District and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements. The structure of the District (organization), the improvements, the method of apportionment, and assessments described herein are based on current development plans and specifications for the Sterling Ridge residential development; and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Stanislaus County Assessor's Office. The Stanislaus County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

The City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments, and approve the levy and collection of assessments for Fiscal Year 2020/2021. In such case, the assessments as approved will be submitted to the Stanislaus County Auditor/Controller to be included on the property tax roll for each parcel in Fiscal Year 2020/2021.

Pursuant to the 1982 Benefit Act, in no case shall the annual assessments exceed the maximum assessment rate (including the annual inflationary adjustment) established and approved by the property owners as part of the formation proceedings, without subsequent approval of the property owners of such new or increased assessment in accordance with the provisions of the California Constitution, *Article XIIID*. It should be noted that an increased assessment to an individual property resulting from changes in development or land use does not constitute an increased assessment.

This Report consists of five (5) parts:

Plans and Specifications: A description of the District boundaries and the improvements associated with said District. This District is a single benefit zone encompassing all properties within the territory identified as the residential subdivision of Sterling Ridge.

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. An Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings.

District Budget: An estimate of the annual costs to maintain and service the storm drain improvements installed and constructed as part of the development of properties within the District. The maximum assessment and assessment range formula established for the District are based on the development plans and annual cost and expenses associated with the improvements at build-out. The assessments to provide the improvements shall be based on the estimated net annual cost of operating and maintaining of the District improvements for that fiscal year. The maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the maximum assessment for the District in Fiscal Year 2020/2021.

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels receiving special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Assessment Roll: A listing of the assessment amount to be presented to the property owners of record. Said assessment amounts represent each parcel's proportional special benefit from the improvements and services to be provided by the District based on an initial maximum assessment rate per Equivalent Benefit Unit (EBU). The maximum assessment rate has been established based on the planned development of properties within the District and the net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I — PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels and subdivisions of land within the residential subdivision known as the Sterling Ridge, Elmwood Estates Unit 1 and Unit 2.

- **Sterling Ridge:** encompasses an area of land totaling approximately forty-six (46) acres. This residential subdivision includes one hundred eighty-three (183) single-family residential homes. The subdivision is generally located east of Roselle Avenue; south of Talbot Avenue; north of Minnear Road; and west of the AT & SF Railroad.

- **Elmwood Estates Unit 1**: This residential tract encompasses an area generally east of Roselle Avenue and south of Pocket Avenue. The tract includes ninety-two (92) residential parcels within the subdivision known as Elmwood Estates Unit 1, identified on Book 75 Page 04 of the Stanislaus County Assessor's Parcel Maps. The parcels within the development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-049-001-000 through 075-049-092-000.

- **Elmwood Estates Unit 2**: This residential tract encompasses an area located east of Aspen Lane and south of Pocket Avenue and includes eighty-six (86) single-family residential lots. The parcels within this development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.

- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.

- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

C. Description of Improvements and Services

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of storm drain improvements established or installed in connection with development of properties within the District. The improvements may consist of all or portion of the storm drain infrastructure and appurtenant facilities within and associated with the development of properties within the Sterling Ridge residential subdivision. The District improvements generally include but are not limited to inlets, catch basins, storm drain pipes, outlets, pumps, filters, drainage basins and appurtenant facilities. The special benefit assessments to be levied for this District are intended to provide a revenue source for the ongoing maintenance and servicing of these District improvements including, but not limited to, the materials, equipment, labor and administrative expenses. However, the assessments are not intended to fund reconstruction or major renovations of the improvements and facilities. The improvements to be maintained and funded entirely or partially through the District assessments are generally described as:

- Annual inspection and stencil maintenance of inlets & catch basins;
- Cleaning and maintenance of catch basins as needed, including permits and documentation requirements (twenty-two catch basins are within the development);
- Periodic cleaning of storm drain pipes, including permits and documentation requirements (approximately 8,630 linear feet of pipe);
- Annual landscape maintenance and rodent control of the 2.74-acre drainage basin (portion of the costs);
- Cleaning, debris removal and de-silting of drainage basin and/or biofilter areas as needed;
- Minor repair of the storm drain outlets if damaged or any other damaged facilities caused by flooding (major repairs or reconstruction are excluded);
- Regular operational costs to maintain and clean drainage basin pump and filters, including electrical costs (major repairs or replacement are excluded); and,
- Annual maintenance and repair of the fencing around the 2.74-acre drainage basin (portion of the costs).

PART II — METHOD OF APPORTIONMENT

A. Benefit Analysis

The 1982 Benefit Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, servicing and operation of drainage improvements and appurtenant facilities. The 1982 Benefit Act further requires that the cost of these improvements and activities and the corresponding assessments shall be related to the benefit derived and the annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing such improvements and the service.

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and have been established pursuant to the 1982 Benefit Act and the provisions of the California Constitution. The formula used for calculating assessments for the District reflects the composition of the parcels and the improvements provided to fairly apportion the costs based on special benefits to each parcel. Furthermore, pursuant to the *Constitution Article XIIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and a parcel may only be assessed for special benefits received.

All improvements and services associated with the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential and consistent with the proposed development plans and the City's General Plan. As such, these improvements would be necessary and required of individual property owners for the development of such properties and the ongoing operation, servicing and maintenance of the improvements and facilities would be the financial obligation of those properties. Therefore, the storm drain facilities and infrastructure, and the annual costs of ensuring the maintenance and operation of these improvements provide special benefits to the properties within the District. However, it is also recognized that a portion of the District improvements and services provides some benefits to properties outside the District boundaries or to the public at large and are therefore considered general benefit. Specifically, the drainage basin and related facilities including the drainage basin landscaping, fencing and pumps benefit developments in the area. All District costs have been identified as special benefit and shall be allocated to each property in proportion to the special benefits received.

B. Assessment Methodology

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of parcels within the District based on the parcel's actual land use or proposed development.

It has been determined that each of the residential parcels within the District receives special benefits from all the improvements to be funded by annual assessments and, based on the planned property development, a single zone of benefit is appropriate for the allocation of the assessments and proportional benefit. At the writing of this Report, the parcels within the District had not been fully subdivided, based on available parcel information from the County Assessor's Office. Therefore, the parcels within the District may be identified by one of the following land use classifications and is assigned a weighting factor known as an Equivalent Benefit Unit (EBU) that best reflects both the current and proposed use of each parcel. The EBUs calculated for a specific parcel defines that parcel's proportional special benefits from the proposed District improvements, facilities and services.

Equivalent Benefit Units

To assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The EBU method of apportioning assessments uses the single-family home site as the basic unit of assessment. A single-family home site equals one EBU. All other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1982 Benefit Act, as the benefits to each parcel from the improvements are apportioned as a function of land use type, size, and development. Although the EBU method of apportioning special benefit is commonly used and applied to districts that have a wide range of land use classifications (residential and non-residential use), this District is comprised of only residential properties and the following apportionment analysis of special benefit addresses only residential land uses. Not all land use types described in the following are necessarily applicable to the development of properties within this District, but are presented for comparison purposes to support the proportional special benefit applied to those land use types within the District:

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.00 EBU per lot or parcel. This EBU is the base value that all other properties are compared and weighted against.

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use typically includes apartments, duplexes, triplex etc. It does not typically include condominiums, town-homes or mobile home parks. Based on average population densities and size of the structure as compared to a typical single-family residential unit, multi-family residential parcels shall be proportionately assessed for the parcel's total number of residential units utilizing a sliding benefit scale. Although multi-family properties typically receive similar benefits to that of a single-family residential property, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that the average multi-family unit impacts infrastructure approximately 75% as much as a single-family residence (Sample Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition; Metcalf and Eddy, Wastewater

Engineering Treatment, Disposal, Reuse, Third Edition). These various studies indicate that most public improvements and infrastructure are utilized and impacted at reduced levels by multi-family residential units and a similar reduction in proportional benefit is appropriate. Furthermore, it is also reasonable to conclude that as the density (number of units) increases; the proportional benefit per unit tends to decline because the unit size and people per unit usually decreases. Based on these considerations and the improvements provided by this District, it has been determined that an appropriate allocation of special benefit for multi-family residential properties is best represented by the following special benefit assignment: 0.75 EBU per unit for the first 5 units; 0.50 EBU per unit for units 6 through 50; and 0.25 EBU per unit for all remaining units.

Condominium/Town-home Units — Condominiums and town-homes tend to share attributes of both single-family residential and multi-family residential properties and for this reason are identified as a separate land use classification. Like most single-family residential properties, these properties are not usually considered rental property and generally the County assigns each unit a separate APN or assessment number. However, condominiums and town-homes often have similarities to multi-family residential properties - they are generally zoned medium to high density and in some cases may involve multiple units on a single APN. In consideration of these factors it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.75 EBU per unit regardless of whether each unit is assigned an individual APN or there are multiple units assigned to an APN. There is no adjustment for parcels with more than five units.

Planned-Residential Development — This land use is defined as any property for which a tentative or final tract map has been filed and approved (a specific number of residential lots and units has been identified) and the property is expected to be subdivided within the fiscal year or is part of the overall improvement and development plan for the District. This land use classification oftentimes involves more than a single parcel (e.g. the approved tract map encompasses more than a single APN). Each parcel that is part of the approved tract map shall be assessed proportionately for the proposed or estimated residential type and units to be developed on that parcel as part of the approved tract map. Accordingly, each parcel is assigned an appropriate number of benefit units that reflects the development of that property at build-out. The EBU assigned to each parcel shall represent the combination of single-family, condominium, multi-family units to be developed.

Vacant Residential — This land use is defined as property currently zoned for residential development, but a tentative or final tract map for the property has not yet been approved. Based upon the opinions of professional appraisers who appraise market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent of the total value of a developed residential property (the average is about 25 percent). Therefore, it has been determined that a reasonable allocation of special benefit for this type of property would parallel the twenty-five percent (25%) apportionment of property value and the number of single-family residential units typically developed per acre (an average of 4 units per acre). Based on these factors this land use shall be assigned 1.0 EBU per acre (4 units per acre x 25%). Parcels less than one acre shall be assigned a minimum of 1.0 EBU (similar to a vacant lot within a residential tract). Recognizing that the full and timely utilization of vacant property is reduced as the size of the property increases, it has been determined that the maximum EBU assigned to a vacant residential parcel shall not exceed 25.0 EBU (parcels in excess of 25 acres are assigned 25.0 EBU).

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties that are part of the District improvements or that have little or no improvement value;
- Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels, or bifurcated lots or properties with very restrictive development use.

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

Special Cases — In many districts where multiple land use classifications are involved, there is usually one or more properties that the standard land use classifications or usual calculation of benefit will not accurately identify the special benefits received from the improvements. For example, a parcel may be identified as a Vacant Residential property, however only a small percentage of the parcel's total acreage can actually be developed. In this case, an appropriate calculation would be based on the net acreage that can be utilized rather than the gross acreage of the parcel. The following table provides a summary of land use types and the Equivalent Benefit Unit factors used to calculate each parcel's individual EBU as outlined above.

Land Uses and Equivalent Benefit Units

Property Type	Equivalent Benefit Units	Multiplier
Single-family Residential	1.00	Per Unit/Lot/Parcel
Multi-family Residential	0.75	Per Unit for the First 5 Units
	0.50	Per Unit for Units 6-50
	0.25	Per Unit for all remaining units
Condominium/Town-home	0.75	Per Unit
Planned-Residential Development	1.00	Per Planned SF Residential Lot
	0.75	Per Planned Condominium
	0.25	Per Unit for all remaining units
Vacant	1.00	Per Acre
Exempt Parcels	0.00	Per Parcel

The following formula is used to calculate each parcel's EBU (proportional benefit):

Parcel Type EBU x Acres or Units = Parcel EBU

The total number of EBUs is the sum of all individual EBUs applied to parcels that receive special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total cost of the improvements and dividing that amount by the total EBUs of all the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

Total Balance to Levy / Total EBU = Levy per EBU

Levy per EBU x Parcel EBU = Parcel Levy Amount

C. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIIC and XIIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners was required pursuant to the *California Constitution, Article XIIID, Section 4*.

The assessment range formula for this District shall be applied to all future assessments and is generally defined as: if the proposed annual assessment (levy per EBU) for the upcoming fiscal year is less than or equal to the adjusted Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the (Initial) Maximum Assessment established for Fiscal Year 2005/2006 adjusted annually by the annual percentage change in the Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. The Maximum Assessment Rate for Fiscal Year 2019/2020 was $195.99 per EBU, the CPI increase for February 2020 is 2.91%. The adjusted Maximum Assessment Rate for Fiscal Year 2020/2021 is $201.68 per EBU.

Beginning in the second fiscal year (Fiscal Year 2006/2007) and each fiscal year thereafter, the Maximum Assessment is recalculated and a new Maximum Assessment established for that fiscal year. The Maximum Assessment shall be adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

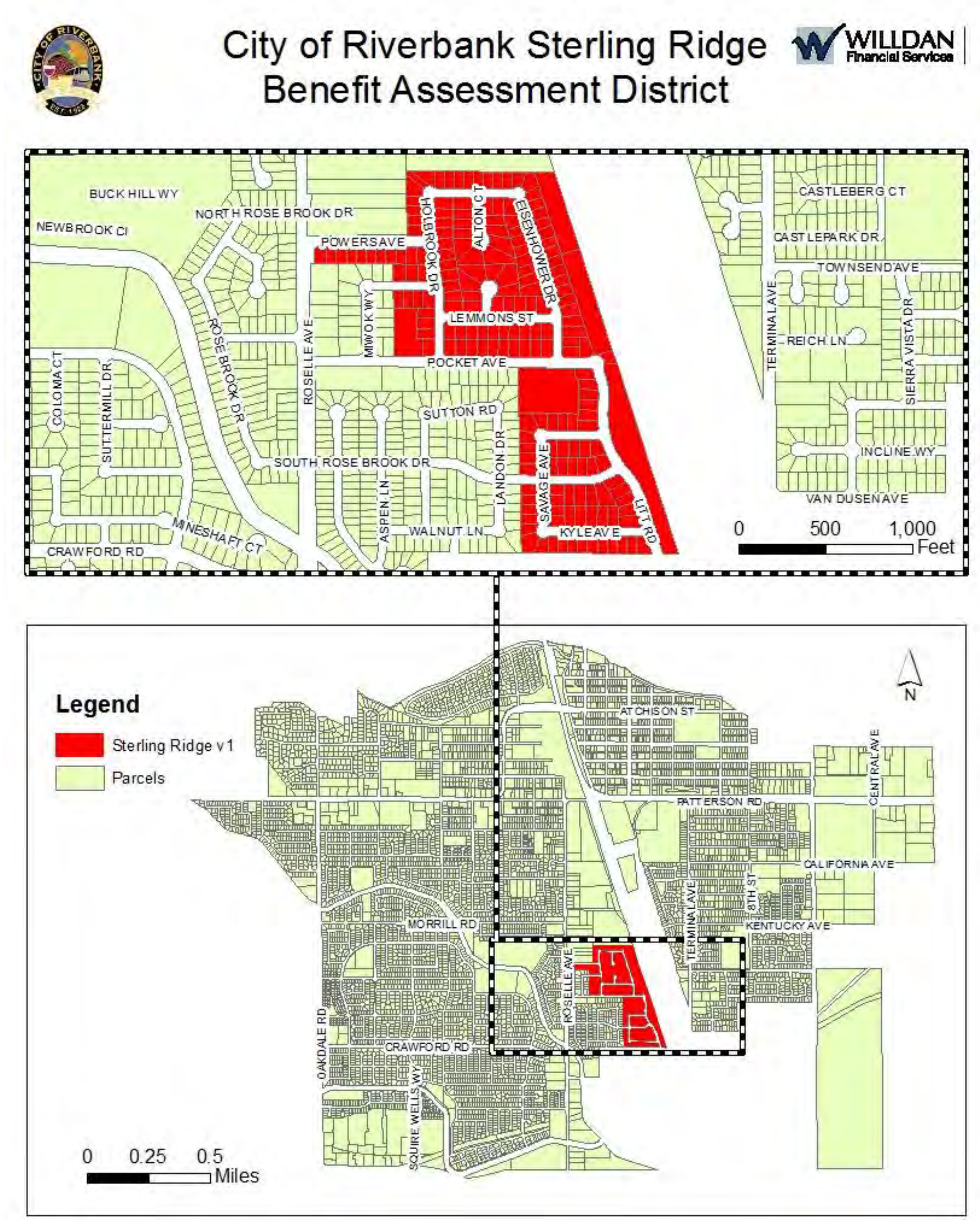
PART III — DISTRICT BUDGET

Storm Drain District No. 05-01 (Sterling Ridge)	General Benefit	Special Benefit	Total Budget
DIRECT COSTS			
Annual Maintenance			
Inspection & Abatement: Drainage Basins	$1,265	$1,335	$2,600
Landscape Maint: Drainage Basins (incl utilities)	1,946	2,054	4,000
Annual Maint: Drainage Basins/Channelway fencing	487	513	1,000
Annual Inspc/Docs:Inlets, Manholes, Outlets, Etc	12	988	1,000
Annual Maint & Cleaning: Inlets, Manholes, Outlets, Etc	26	2,074	2,100
Annual Inspection & Maint: Storm Drain pipes	32	2,468	2,500
Annual pump operation (include electricity)	1,707	1,797	3,504
Annual Maintenance Expenses: Storm Drains	**$5,475**	**$11,229**	**$16,704**
Total Annual Direct Costs	**$5,475**	**$11,229**	**$16,704**
ADMINISTRATION COSTS			
City Administration & Overhead	$0	$4,100	$4,100
Professional Fes & Services	0	2,300	2,300
County Administration Fee	0	102	102
Miscellaneous/Other Admin Fees	0	338	338
Total Annual Administration Costs	**$0**	**$6,840**	**$6,840**
TOTAL DIRECT AND ADMIN COSTS	**$5,475**	**$18,069**	**$23,544**
COLLECTIONS/(CREDITS) APPLIED TO LEVY			
Reserve Collection/(Transfer)	$0	$0	$0
Capital Improvement Fund Collection/(Transfer)	0	0	0
Other Revenues/General Fund (Contributions)	0	0	0
TOTAL ADJUSTMENTS	**$0**	**$0**	**$0**
BALANCE TO LEVY	**$5,475**	**$18,069**	**$23,544**
DISTRICT STATISTICS			
Total Parcels			361
Parcels Levied			361
Total EBU			361.00
Levy per EBU			$65.22
Maximum Levy per EBU			**$201.68**
FUND BALANCE INFORMATION			
Beginning Reserve Fund Balance			$97,914
Reserve Collection			0
Ending Reserve Fund Balance			**$97,914**

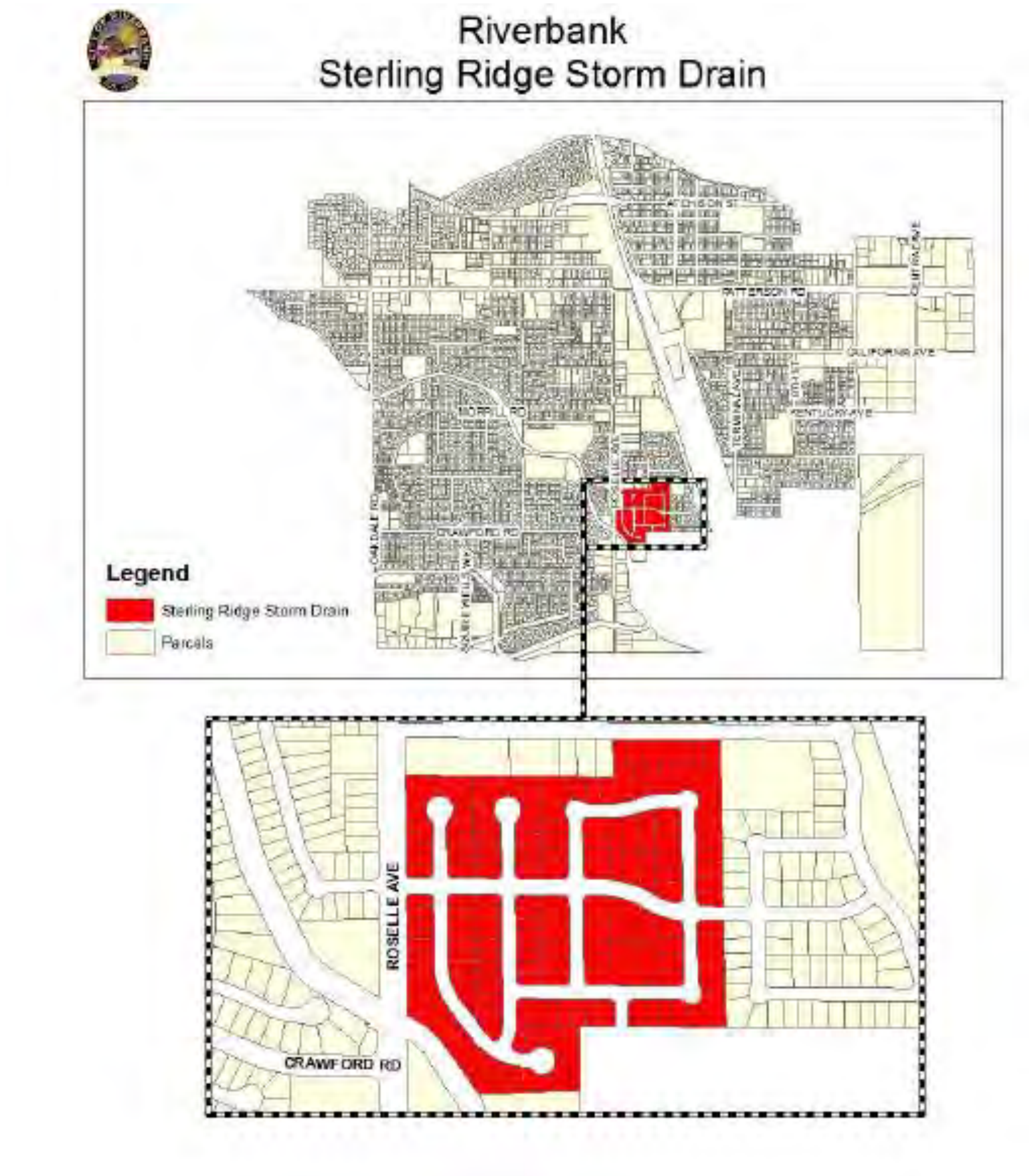
PART IV — DISTRICT BOUNDARY MAPS

The parcels within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) consist of all lots, parcels and subdivisions of land located in the planned residential development known as Sterling Ridge. The District covers approximately forty-six (46) acres.

The following District Diagram is based on the Stanislaus County Assessor's Maps and the Stanislaus County Assessor's Secured Roll (as of July 2004) and identifies all the parcels of land within the proposed District. The combination of this map and the Assessment Roll contained in this Report constitute the District Assessment Diagram.



City of Riverbank Sterling Ridge
Benefit Assessment District
WILLDAN Financial Services
BUCK HILL WY
NORTH ROSE BROOK DR
NEWBROOK CI
POWERS AVE
HOLBROOK DR
ALTON CT
EISENHOWER DR
CASTLEBERG CT
CASTLEPARK DR
TOWNSEND AVE
MIWOK WY
LEMMONS ST
ROSE BROOK DR
ROSELLE AVE
POCKET AVE
TERMINAL AVE
REICH LN
SIERRA VISTA DR
COLOMA CT
SUTTERMILL DR
SUTTON RD
SOUTH ROSE BROOK DR
LANDON DR
SAVAGE AVE
INCLINE WY
VAN DUSEN AVE
ASPEN LN
WALNUT LN
KYLE AVE
LITT RD
MINESHAFT CT
CRAWFORD RD
0 500 1,000 Feet
Legend
Sterling Ridge v1
Parcels
ATCHISON ST
CENTRAL AVE
PATTERSON RD
CALIFORNIA AVE
8TH ST
KENTUCKY AVE
MORRILL RD
OAKDALE RD
SQUIRE WELLS WY
0 0.25 0.5 Miles
N


Riverbank
Sterling Ridge Storm Drain
PATTERSON RD
CALIFORNIA AVE
MORRILL RD
CRAWFORD RD
Legend
Sterling Ridge Storm Drain
Parcels
ROSELLE AVE
CRAWFORD RD

PART V — 2020/2021 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which the Engineer's Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the proposed lots and parcels to be assessed within this District along with the assessment amounts is provided herein.

Non-assessable lots or parcels may include but are not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas, right-of-ways, common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has little or no value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate described in this Report and approved by the City Council. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

APN	EBU	Charge
075-049-001-000	1.0	$65.20
075-049-002-000	1.0	65.20
075-049-003-000	1.0	65.20
075-049-004-000	1.0	65.20
075-049-005-000	1.0	65.20
075-049-006-000	1.0	65.20
075-049-007-000	1.0	65.20
075-049-008-000	1.0	65.20
075-049-009-000	1.0	65.20
075-049-010-000	1.0	65.20
075-049-011-000	1.0	65.20
075-049-012-000	1.0	65.20
075-049-013-000	1.0	65.20
075-049-014-000	1.0	65.20
075-049-015-000	1.0	65.20
075-049-016-000	1.0	65.20
075-049-017-000	1.0	65.20
075-049-018-000	1.0	65.20
075-049-019-000	1.0	65.20
075-049-020-000	1.0	65.20
075-049-021-000	1.0	65.20
075-049-022-000	1.0	65.20
075-049-023-000	1.0	65.20
075-049-024-000	1.0	65.20
075-049-025-000	1.0	65.20
075-049-026-000	1.0	65.20
075-049-027-000	1.0	65.20
075-049-028-000	1.0	65.20
075-049-029-000	1.0	65.20
075-049-030-000	1.0	65.20
075-049-031-000	1.0	65.20
075-049-032-000	1.0	65.20
075-049-033-000	1.0	65.20
075-049-034-000	1.0	65.20
075-049-035-000	1.0	65.20
075-049-036-000	1.0	65.20
075-049-037-000	1.0	65.20
075-049-038-000	1.0	65.20
075-049-039-000	1.0	65.20
075-049-040-000	1.0	65.20
075-049-041-000	1.0	65.20
075-049-042-000	1.0	65.20
075-049-043-000	1.0	65.20
075-049-044-000	1.0	65.20
075-049-045-000	1.0	65.20
075-049-046-000	1.0	65.20
075-049-047-000	1.0	65.20
075-049-048-000	1.0	65.20
075-049-049-000	1.0	65.20
075-049-050-000	1.0	65.20

APN	EBU	Charge
075-049-051-000	1.0	65.20
075-049-052-000	1.0	65.20
075-049-053-000	1.0	65.20
075-049-054-000	1.0	65.20
075-049-055-000	1.0	65.20
075-049-056-000	1.0	65.20
075-049-057-000	1.0	65.20
075-049-058-000	1.0	65.20
075-049-059-000	1.0	65.20
075-049-060-000	1.0	65.20
075-049-061-000	1.0	65.20
075-049-062-000	1.0	65.20
075-049-063-000	1.0	65.20
075-049-064-000	1.0	65.20
075-049-065-000	1.0	65.20
075-049-066-000	1.0	65.20
075-049-067-000	1.0	65.20
075-049-068-000	1.0	65.20
075-049-069-000	1.0	65.20
075-049-070-000	1.0	65.20
075-049-071-000	1.0	65.20
075-049-072-000	1.0	65.20
075-049-073-000	1.0	65.20
075-049-074-000	1.0	65.20
075-049-075-000	1.0	65.20
075-049-076-000	1.0	65.20
075-049-077-000	1.0	65.20
075-049-078-000	1.0	65.20
075-049-079-000	1.0	65.20
075-049-080-000	1.0	65.20
075-049-081-000	1.0	65.20
075-049-082-000	1.0	65.20
075-049-083-000	1.0	65.20
075-049-084-000	1.0	65.20
075-049-085-000	1.0	65.20
075-049-086-000	1.0	65.20
075-049-087-000	1.0	65.20
075-049-088-000	1.0	65.20
075-049-089-000	1.0	65.20
075-049-090-000	1.0	65.20
075-049-091-000	1.0	65.20
075-049-092-000	1.0	65.20
075-088-001-000	1.0	65.20
075-088-002-000	1.0	65.20
075-088-003-000	1.0	65.20
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075-088-005-000	1.0	65.20
075-088-006-000	1.0	65.20
075-088-007-000	1.0	65.20
075-088-008-000	1.0	65.20

APN	EBU	Charge
075-088-009-000	1.0	65.20
075-088-010-000	1.0	65.20
075-088-011-000	1.0	65.20
075-088-012-000	1.0	65.20
075-088-013-000	1.0	65.20
075-088-014-000	1.0	65.20
075-088-015-000	1.0	65.20
075-088-016-000	1.0	65.20
075-088-017-000	1.0	65.20
075-088-018-000	1.0	65.20
075-088-019-000	1.0	65.20
075-088-020-000	1.0	65.20
075-088-021-000	1.0	65.20
075-088-022-000	1.0	65.20
075-088-023-000	1.0	65.20
075-088-024-000	1.0	65.20
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075-088-047-000	1.0	65.20
075-088-048-000	1.0	65.20
075-088-049-000	1.0	65.20
075-088-050-000	1.0	65.20
075-088-051-000	1.0	65.20
075-088-052-000	1.0	65.20
075-088-053-000	1.0	65.20
075-088-054-000	1.0	65.20
075-088-055-000	1.0	65.20
075-088-056-000	1.0	65.20
075-088-057-000	1.0	65.20
075-088-058-000	1.0	65.20

APN	EBU	Charge
075-088-059-000	1.0	65.20
075-088-060-000	1.0	65.20
075-088-061-000	1.0	65.20
075-088-062-000	1.0	65.20
075-088-063-000	1.0	65.20
075-089-001-000	1.0	65.20
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075-089-011-000	1.0	65.20
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075-089-014-000	1.0	65.20
075-089-015-000	1.0	65.20
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075-089-017-000	1.0	65.20
075-089-018-000	1.0	65.20
075-089-019-000	1.0	65.20
075-089-020-000	1.0	65.20
075-089-021-000	1.0	65.20
075-089-022-000	1.0	65.20
075-089-023-000	1.0	65.20
075-089-024-000	1.0	65.20
075-089-025-000	1.0	65.20
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075-089-034-000	1.0	65.20
075-089-035-000	1.0	65.20
075-089-036-000	1.0	65.20
075-089-037-000	1.0	65.20
075-089-038-000	1.0	65.20
075-089-039-000	1.0	65.20
075-089-040-000	1.0	65.20
075-089-041-000	1.0	65.20
075-089-042-000	1.0	65.20
075-089-043-000	1.0	65.20
075-089-044-000	1.0	65.20
075-089-045-000	1.0	65.20

APN	EBU	Charge
075-089-046-000	1.0	65.20
075-089-047-000	1.0	65.20
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075-089-049-000	1.0	65.20
075-089-050-000	1.0	65.20
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075-089-052-000	1.0	65.20
075-089-053-000	1.0	65.20
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075-089-058-000	1.0	65.20
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075-090-002-000	1.0	65.20
075-090-003-000	1.0	65.20
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075-090-013-000	1.0	65.20
075-090-014-000	1.0	65.20
075-090-015-000	1.0	65.20
075-090-016-000	1.0	65.20
075-090-017-000	1.0	65.20
075-090-018-000	1.0	65.20
075-090-019-000	1.0	65.20
075-090-020-000	1.0	65.20
075-090-021-000	1.0	65.20
075-090-022-000	1.0	65.20
075-090-023-000	1.0	65.20
075-090-024-000	1.0	65.20
075-090-025-000	1.0	65.20
075-090-026-000	1.0	65.20
075-090-027-000	1.0	65.20
075-090-028-000	1.0	65.20
075-090-029-000	1.0	65.20
075-090-030-000	1.0	65.20
075-090-031-000	1.0	65.20
075-090-032-000	1.0	65.20
075-090-033-000	1.0	65.20
075-090-034-000	1.0	65.20
075-090-035-000	1.0	65.20
075-090-036-000	1.0	65.20
075-090-037-000	1.0	65.20

APN	EBU	Charge
075-090-038-000	1.0	65.20
075-090-039-000	1.0	65.20
075-090-040-000	1.0	65.20
075-090-041-000	1.0	65.20
075-090-042-000	1.0	65.20
075-090-043-000	1.0	65.20
075-090-044-000	1.0	65.20
075-090-045-000	1.0	65.20
075-090-046-000	1.0	65.20
075-090-047-000	1.0	65.20
075-090-048-000	1.0	65.20
075-090-049-000	1.0	65.20
075-090-050-000	1.0	65.20
075-090-051-000	1.0	65.20
075-090-052-000	1.0	65.20
075-090-053-000	1.0	65.20
075-090-054-000	1.0	65.20
075-090-055-000	1.0	65.20
075-090-056-000	1.0	65.20
075-090-057-000	1.0	65.20
075-090-058-000	1.0	65.20
075-090-059-000	1.0	65.20
075-090-060-000	1.0	65.20
075-090-061-000	1.0	65.20
075-090-063-000	1.0	65.20
075-095-001-000	1.0	65.20
075-095-002-000	1.0	65.20
075-095-003-000	1.0	65.20
075-095-004-000	1.0	65.20
075-095-005-000	1.0	65.20
075-095-006-000	1.0	65.20
075-095-007-000	1.0	65.20
075-095-008-000	1.0	65.20
075-095-009-000	1.0	65.20
075-095-010-000	1.0	65.20
075-095-011-000	1.0	65.20
075-095-012-000	1.0	65.20
075-095-013-000	1.0	65.20
075-095-014-000	1.0	65.20
075-095-015-000	1.0	65.20
075-095-016-000	1.0	65.20
075-095-017-000	1.0	65.20
075-095-018-000	1.0	65.20
075-095-019-000	1.0	65.20
075-095-020-000	1.0	65.20
075-095-021-000	1.0	65.20
075-095-022-000	1.0	65.20
075-095-023-000	1.0	65.20
075-095-024-000	1.0	65.20
075-095-025-000	1.0	65.20

APN	EBU	Charge
075-095-026-000	1.0	65.20
075-095-027-000	1.0	65.20
075-095-028-000	1.0	65.20
075-095-029-000	1.0	65.20
075-095-030-000	1.0	65.20
075-095-031-000	1.0	65.20
075-095-032-000	1.0	65.20
075-095-033-000	1.0	65.20
075-095-034-000	1.0	65.20
075-095-035-000	1.0	65.20
075-095-036-000	1.0	65.20
075-095-037-000	1.0	65.20
075-095-038-000	1.0	65.20
075-095-039-000	1.0	65.20
075-095-040-000	1.0	65.20
075-095-041-000	1.0	65.20
075-095-042-000	1.0	65.20
075-095-043-000	1.0	65.20
075-095-044-000	1.0	65.20
075-095-045-000	1.0	65.20
075-095-046-000	1.0	65.20
075-095-047-000	1.0	65.20
075-095-048-000	1.0	65.20
075-095-049-000	1.0	65.20
075-095-050-000	1.0	65.20
075-095-051-000	1.0	65.20
075-095-052-000	1.0	65.20
075-095-053-000	1.0	65.20
075-095-054-000	1.0	65.20
075-095-055-000	1.0	65.20
075-095-056-000	1.0	65.20
075-095-057-000	1.0	65.20
075-095-058-000	1.0	65.20
075-095-059-000	1.0	65.20
075-095-060-000	1.0	65.20
075-095-061-000	1.0	65.20
075-095-062-000	1.0	65.20
075-095-063-000	1.0	65.20
075-095-064-000	1.0	65.20
075-095-065-000	1.0	65.20
075-095-066-000	1.0	65.20
075-095-067-000	1.0	65.20
075-095-068-000	1.0	65.20
075-095-069-000	1.0	65.20
075-095-070-000	1.0	65.20
075-095-071-000	1.0	65.20
075-095-072-000	1.0	65.20
075-095-073-000	1.0	65.20
075-095-074-000	1.0	65.20
075-095-075-000	1.0	65.20

APN	EBU	Charge
075-095-076-000	1.0	65.20
075-095-077-000	1.0	65.20
075-095-078-000	1.0	65.20
075-095-079-000	1.0	65.20
075-095-080-000	1.0	65.20
075-095-081-000	1.0	65.20
075-095-082-000	1.0	65.20
075-095-083-000	1.0	65.20
075-095-084-000	1.0	65.20
075-095-085-000	1.0	65.20
075-095-086-000	1.0	65.20
Total	**361.0**	**$23,537.20**

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: WORKSHOP

Meeting Date:	June 9, 2020
Subject:	Fiscal Year 2020-21 Major Fund Budget Workshop
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Admin. Services Director

RECOMMENDATION

It is recommended that the City Council receive the information and provide feedback in anticipation of adoption of the Preliminary Budget on June 23, 2020. A Final Budget will be presented to Council in September 2020.

SUMMARY

An overview of the proposed Fiscal Year 2020-21 Major Funds budget will be presented to the City Council in anticipation of the adoption of the preliminary budget. Major Funds include the General Fund, Gas Tax, Sewer Operating Fund, and Water Operating Fund. A Final Budget will be presented to Council in September 2020.

BACKGROUND

With the assistance of the City's departments, the Fiscal Year 2020-21 Proposed Major Fund Budgets were developed. Projections for revenue sources were prepared with a combination of information received from the State of California Dept. of Finance, consultants, and historical information on trends and experiences within the City. Department Heads and Managers were tasked with preparing base budget projections for on-going revenues and expenditures.

The COVID-19 pandemic has significantly impacted revenues in all major funds. This anticipated decrease in revenues will be felt not only in the current fiscal year but in future fiscal years as well, particularly for revenue sources that are dependent upon sales tax.

GENERAL FUND RESERVE PROJECTIONS

The General Fund is anticipated to end the 2019-20 Fiscal Year with a 32% Reserve. Projections for the 2020-21 Fiscal Year are as follows:

Beginning Reserve 07/1/2020	**$3,159,600**
Projected Revenues	$9,911,700
Projected Expenditures	$10,575,800
Anticipated Ending Reserve 06/30/2021	**$2,495,500 (25%)**
Structural Deficit	**$664,100**

GENERAL FUND REVENUE PROJECTIONS

Overall, General Fund Revenues, when compared to FY 2020-21 budgeted revenues will see a decrease of 1%.

FY 2019-20 Budget	FY 2020-21 Budget	Difference	% Change
$10,028,800	$9,911,700	-$117,100	-1%

Property Tax

Revenue sources such as Property Tax, will continue to see minor increases as the market continues in an upswing and due to the minimum 2% Assessed Value increase applied by the County Assessor's Office as a result of Proposition 13. The FY 20-21 revenues are based on Assessed Values that are set by the County Assessor as of January 1, 2020. Until the full effects of the COVID-19 pandemic are able to be determined, there is a possibility that homeowners who have been unable to work for several months will face the possibility of foreclosures once any rent or mortgage deferral programs come to an end. This could significantly impact the housing market which in turn will impact Assessed Value's as of January 1, 2021.

Sales Tax

This revenue source has been the most severely impacted by COVID-19. The closure of non-essential businesses during the pandemic will cause a significant decrease in anticipated revenues, this current fiscal year and the next. It is anticipated that we will experience an approximate decrease of $200,000-300,000 in Fiscal Year 19-20 and an additional $500,000 in Fiscal Year 20-21.

FORECAST COMPARISON: Final Cash Projection

	FY 18 - 19	FY 19 - 20	FY 20 - 21	FY 21 - 22	FY 22 - 23	FY 23 - 24	FY 24 - 25	FY 25 - 26
Previous Forecast	3,493,600	3,643,000	3,819,000	3,941,000	4,061,000	4,181,000	4,301,000	4,421,000
Current Forecast	3,493,600	3,371,000	3,256,000	3,341,000	3,431,000	3,522,000	3,612,000	3,702,000
Change	0	(272,000)	(563,000)	(600,000)	(630,000)	(659,000)	(689,000)	(719,000)
% Change	0.0%	-7.5%	-14.7%	-15.2%	-15.5%	-15.8%	-16.0%	-16.3%

It has been the Finance Department's past practice to be extremely conservative in it's projections for Sales Tax. Typically the City receives projections from our consultants, MuniServices/Avenu, which includes Pessimistic, Optimistic, and Overly Optimistic projections. We have typically leaned towards budgeting for the Pessimistic projection as to not over-encumber for resources we may not receive. Sales Tax is a volatile revenue source where impacts (both positive and negative) are typically felt immediately. Due to this budgeting practice, the City is projecting only a $300,000 decrease in budgeted revenues.

In addition to the traditional 1% Bradley-Burns sales tax that all jurisdictions receive, we also receive a ½% sales tax for COPS/SLESF which provides funding for police services. As it is dependent upon sales tax, we are anticipating a 27% decrease in revenues for the upcoming fiscal year.

GENERAL FUND EXPENDITURE PROJECTIONS

Overall, for the upcoming fiscal year, expenditures are anticipated to decrease by 0.3%

FY 2019-20 Budget	FY 2020-21 Budget	Difference	% Change
$10,606,041	$10,575,800	-$30,241	-0.3%

Salary & Benefit Projections

In 2018, the City entered into a four-year Labor contract with the City's two bargaining units. This fiscal year, all Miscellaneous and Mid-Management Bargaining Group employees will receive a 3% Cost of Living Adjustment. As an offset to this increase, employees within these bargaining units will also contribute 15% towards their medical insurance premium (an increase of 5% from the current fiscal year).

PERS Unfunded Accrued Liability Costs continue to increase for the City. In the upcoming fiscal year, we will experience a 16% increase in costs, resulting in the City contributing approximately $400,000 this fiscal year, with 1/3 of that being paid directly by the General Fund.

Capital Expenditures

The City has placed a hold on any current and future major capital expenditures, including the Community Center Kitchen Remodel Project. This will allow the City to conserve much needed Reserves in anticipation of the budget deficits we are facing this current and upcoming fiscal year.

Police Services

In March 2020, the City was able to fund an additional deputy-sheriff position to our squad. This upcoming fiscal year, the increase noted in Contract Sheriff's Services is primarily due to the full-year of funding for our new deputy (approximately $150,000) in addition to negotiated cost of living adjustments for Sheriff Department staff.

GAS TAX

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes. The local (city and county) portions of these allocations flow through the Highway Users Tax Account (HUTA), the familiar gasoline tax revenues that have been in place for decades, and the Road Maintenance and Rehabilitation Account (RMRA) which allocates much of the revenue from the Road Repair and Accountability Act of 2017 (SB1 Beall).

The State provides annual projections on these revenue sources and has recently updated those as a result of the COVID-19 pandemic. For the current fiscal year, the City will see an approximate decrease of 7% in Gas Tax Revenues. These revenues fund streets and roads maintenance and operations and major projects (SB1).

	FY 2019-20 Budget	FY 2020-21 Budget	Difference	% Change
Revenues	$1,318,100	$1,151,000	-$167,100	-13%
Expenditures	$1,153,800	$1,534,000	+$380,200	+33%

SEWER FUND

The Sewer Fund receives 97% of its revenue from user fees charged to customers (residential, commercial, and industrial). Fiscal Year 19-20 was the final year of the adopted five-year rate increase, therefore there is not currently a projected increase in Sewer Service Charges. There is a notable decrease in Industrial Permit Revenue due to the loss of the Pacific Gold Cheese Company.

Expenditures will see an overall increase of 22% due to the initiation of the Sewer Rate Capital Improvement Projects that will be undertaken. The funding received from the five-year adopted rates will serve to upgrade sewer mains in older areas of town.

	FY 2019-20 Budget	FY 2020-21 Budget	Difference	% Change
Revenues	$4,464,600	$4,394,000	-$70,600	-2%
Expenditures	$4,431,540	$5,395,000	+$963,460	+22%

WATER FUND

In March 2020, the City completed the majority of its Water Meter Upgrade project and began to bill customers based on consumption. With little to no history, it is difficult to project the total anticipated revenue increase that will be experienced as customers are billed above the base. A minor increase has been projected but will be amended as consumption experience is noted. This additional revenue will allow the City to begin working on Water Rate Capital Improvement Projects that were adopted as part of the five-year rate increase. The 2019-20 fiscal year was the final year in which a rate increase was approved for.

Overall, expenditures are anticipated to increase by 2% which notable changes in Transfers Out. Transfers Out are typically related to the reimbursement to other funds for Administrative charges for employees.

	FY 2019-20 Budget	FY 2020-21 Budget	Difference	% Change
Revenues	$2,219,900	$2,269,200	+$49,300	+2%
Expenditures	$2,577,400	$2,635,500	+$58,100	+2%

STRATEGIC PLAN

On February 25, 2019, the City Council established a Strategic Plan Goal to "Ensure the City's Continued Financial Stability". This report addresses this matter.

FINANCIAL IMPACT

There is no financial impact anticipated with this report.

ATTACHMENT

1. Fiscal Year 2020-21 Major Fund Budget Projections

GENERAL FUND
FISCAL YEAR 2020-21 PROJECTIONS

GENERAL FUND

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-000.000-400.010	PROP TAX CURRENT SECURED	1,296,190.04	1,283,200.00	1,203,917.00	1,300,000.00	16,800.00	1%
101-000.000-400.020	PROP TAX CURRENT UNSECURED	71,113.30	73,000.00	74,115.09	74,400.00	1,400.00	2%
101-000.000-400.030	PROP TAX PRIOR SECURED	4,768.02	2,000.00	2,152.36	2,000.00	-	0%
101-000.000-400.040	PROP TAX PRIOR UNSECURED	2,281.48	300.00	420.49	300.00	-	0%
101-000.000-400.050	SALES TAX	3,618,080.82	3,400,000.00	2,519,228.56	3,100,000.00	(300,000.00)	-9%
101-000.000-400.060	PROP TRANSFER TAX	70,386.81	65,700.00	51,320.64	66,400.00	700.00	1%
101-000.000-400.070	UNITARY TAXES	29,193.52	26,700.00	27,449.73	27,900.00	1,200.00	4%
101-000.000-400.080	PAYMENT IN LIEU OF TAXES PILOT	35,294.14	35,000.00	34,137.24	34,000.00	(1,000.00)	-3%
101-000.000-400.090	MOTOR VEHICLE IN LIEU TAX	12,117.33	12,000.00	20,038.04	15,000.00	3,000.00	25%
101-000.000-400.100	HOMEOWNERS PROP TAX RELIEF	11,660.66	14,000.00	13,327.15	9,000.00	(5,000.00)	-36%
101-000.000-400.130	SB 813 SUPPL. TAXES	40,200.31	15,000.00	23,129.22	17,000.00	2,000.00	13%
101-000.000-400.190	VLF SWAP - PROPERTY TAX	1,967,246.00	2,056,900.00	2,056,917.00	2,056,900.00	-	0%
101-000.000-450.000	BUSINESS LICENSE	68,733.25	63,000.00	64,475.05	60,000.00	(3,000.00)	-5%
101-000.000-450.010	ANIMAL CONTROL LICENSE FEES	11,491.00	10,400.00	7,981.00	10,800.00	400.00	4%
101-000.000-450.020	MISC LIC-BIKE/DANCE/YARD SALE	693.00	600.00	265.00	400.00	(200.00)	-33%
101-000.000-450.030	BUILDING PERMIT FEES	139,542.24	100,000.00	108,903.45	100,000.00	-	0%
101-000.000-501.000	COPS/SLESF GRANT	148,746.54	150,000.00	165,989.06	110,000.00	(40,000.00)	-27%
101-000.000-600.000	FRANCHISE FEES - GARBAGE	326,452.08	303,700.00	258,750.71	304,000.00	300.00	0%
101-000.000-600.010	POLICE SERVICES	1,233.35	600.00	1,293.00	600.00	-	0%
101-000.000-600.030	POLICE/TRAFFIC REPORTS	606.00	500.00	612.25	500.00	-	0%
101-000.000-600.040	SB1186 REVENUES	2,993.00	3,000.00	2,403.18	2,500.00	(500.00)	-17%
101-000.000-600.050	BOOKING FEES	686.98	1,000.00	1,028.69	1,000.00	-	0%
101-000.000-600.090	PLAN CHECK FEES	38,562.47	35,000.00	26,483.81	34,000.00	(1,000.00)	-3%
101-000.000-600.100	PLANNING & ZONING FEES	11,307.74	16,000.00	15,498.51	15,000.00	(1,000.00)	-6%
101-000.000-600.120	PEG FEES	19,923.58	20,000.00	15,305.23	20,000.00	-	0%
101-000.000-600.130	FRANCHISE FEES - UTILITIES	307,209.35	290,000.00	250,106.21	292,000.00	2,000.00	1%
101-000.000-600.160	MISC CURRENT SERVICES	65.10	200.00	274.00	200.00	-	0%
101-000.000-600.170	VEHICLE CODE FINES	59,513.85	45,000.00	37,107.60	40,000.00	(5,000.00)	-11%
101-000.000-600.200	MEASURE L SALARY REIMBURSEMENT	7,467.43	15,000.00	12,301.73	-	(15,000.00)	-100%
101-000.000-655.000	FINES, FORFEITURES,PENALTIES	40,794.55	40,000.00	27,675.42	40,000.00	-	0%
101-000.000-660.040	VEHICLE RELEASES	13,315.00	14,000.00	14,350.00	14,200.00	200.00	1%
101-000.000-664.000	INTEREST INCOME	121,778.11	76,200.00	50,186.69	58,100.00	(18,100.00)	-24%
101-000.000-665.000	RENTS	14,400.00	14,400.00	12,000.00	14,400.00	-	0%
101-000.000-675.030	STRONG MOTION FEES	74.77	100.00	49.78	100.00	-	0%
101-000.000-675.090	MISCELLANEOUS REVENUES	11,691.93	5,000.00	7,300.66	5,000.00	-	0%
101-000.000-675.095	TIME CAPSULE HISTORICAL EVENT	436.53	-	-	-	-	0%
101-000.000-675.190	RAILROAD CROSSING FEES	90,000.00	108,000.00	-	120,000.00	12,000.00	11%
101-000.000-675.340	PUBLIC WORKS FEES	22,107.70	20,000.00	37,754.70	20,000.00	-	0%
101-000.000-675.600	CASH OVER-CASH UNDER	10.26	-	213.04	-	-	0%
101-000.000-680.025	MISC PROGRAM INCOME	24,315.26	23,100.00	22,391.88	23,100.00	-	0%
101-000.000-680.034	REALIZED GAIN/LOSS ON INVEST	(2,964.00)	-	-	-	-	0%
101-000.000-699.000	TRANSFERS IN	1,467,924.65	1,690,200.00	695,112.16	1,922,900.00	232,700.00	14%
Total GENERAL FUND:		**10,107,644.15**	**10,028,800.00**	**7,861,965.33**	**9,911,700.00**	**(117,100.00)**	**-1%**

CITY COUNCIL

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-401.000-701.001	PERSONNEL REGULAR	21,775.00	21,600.00	19,800.00	22,700.00	1,100.00	5%
101-401.000-702.031	RENTS & LEASES	11,000.00	11,000.00	-	11,000.00	-	0%
101-401.000-702.032	PROFESSIONAL/SPECIAL SERV	21,241.13	21,200.00	9,035.54	22,300.00	1,100.00	5%
101-401.000-703.024	POSTAGE	-	100.00	18.33	100.00	-	0%
101-401.000-703.025	OFFICE EXPENSE	2,328.42	3,800.00	2,582.64	3,800.00	-	0%
101-401.000-704.022	COMMUNICATIONS	1,092.36	2,200.00	2,330.04	2,700.00	500.00	23%
101-401.000-706.033	PROMOTIONAL EXPENSE	3,598.48	3,000.00	2,551.13	3,000.00	-	0%
101-401.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	11,701.40	14,000.00	13,580.00	14,300.00	300.00	2%
101-401.000-706.037	CONFERENCES & MEETINGS	11,088.90	15,000.00	12,055.35	15,500.00	500.00	3%
101-401.000-706.056	STATE/COUNTY FEES	25,124.84	25,000.00	24,646.06	25,400.00	400.00	2%
101-401.000-708.005	MEDICARE	306.06	400.00	279.51	400.00	-	0%
101-401.000-708.006	PERS RETIREMENT	739.76	600.00	580.03	1,100.00	500.00	83%
101-401.000-708.007	PAYROLL TAXES	412.30	500.00	477.40	400.00	(100.00)	-20%
101-401.000-999.000	TRANSFERS OUT	90,000.00	108,000.00	-	120,000.00	12,000.00	11%
Total CITY COUNCIL:		**200,408.65**	**226,400.00**	**87,936.03**	**242,700.00**	**16,300.00**	**7%**

CITY MANAGER

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-402.000-701.001	PERSONNEL REGULAR	128,806.27	164,800.00	139,985.71	169,800.00	5,000.00	3%
101-402.000-702.031	RENTS & LEASES	4,000.00	4,000.00	493.02	4,000.00	-	0%
101-402.000-702.032	PROFESSIONAL/SPECIAL SERV	7,465.89	3,000.00	-	3,000.00	-	0%
101-402.000-703.024	POSTAGE	0.47	100.00	4.09	100.00	-	0%
101-402.000-703.025	OFFICE EXPENSE	416.45	1,000.00	1,098.30	1,500.00	500.00	50%
101-402.000-704.022	COMMUNICATIONS	614.25	800.00	676.00	800.00	-	0%
101-402.000-706.015	EMPLOYEE FUNCTIONS	943.81	3,000.00	2,054.50	3,000.00	-	0%
101-402.000-706.035	INSURANCE & SURETY BONDS	625.00	700.00	625.00	700.00	-	0%
101-402.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	1,153.96	4,000.00	1,694.00	4,000.00	-	0%

GENERAL FUND
FISCAL YEAR 2020-21 PROJECTIONS

101-402.000-706.037	CONFERENCES & MEETINGS	4,540.14	6,000.00	4,374.29	6,000.00	-	0%
101-402.000-706.038	STAFF DEVELOPMENT	1,500.00	1,500.00	-	1,500.00	-	0%
101-402.000-708.004	MIS EMPLOYEE BENEFITS	24,624.66	-	(24,624.66)	-	-	0%
101-402.000-708.005	MEDICARE	1,845.16	2,400.00	1,919.89	2,500.00	100.00	4%
101-402.000-708.006	PERS RETIREMENT	19,188.08	28,700.00	24,930.17	33,400.00	4,700.00	16%
101-402.000-708.007	PAYROLL TAXES	308.00	400.00	399.00	400.00	-	0%
101-402.000-708.008	HEALTH DENTAL VISION INSURANCE	87.94	100.00	4,471.74	13,400.00	13,300.00	13300%
101-402.000-708.009	NATIONAL RETIREMENT	4,264.00	4,700.00	3,896.24	4,700.00	-	0%
101-402.000-708.010	SELF INS. PREMIUM	17,729.40	23,800.00	20,351.20	23,800.00	-	0%
101-402.000-708.012	DEFERRED COMPENSATION	3,999.99	7,500.00	6,173.05	7,500.00	-	0%
Total CITY MANAGER:		**222,113.47**	**256,500.00**	**188,521.54**	**280,100.00**	**23,600.00**	**9%**

FINANCE DEPARTMENT

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-403.000-701.001	PERSONNEL REGULAR	425,926.98	458,800.00	409,466.92	494,800.00	36,000.00	8%
101-403.000-701.002	PERSONNEL PART TIME	19,950.00	23,700.00	20,310.57	-	(23,700.00)	-100%
101-403.000-701.003	PERSONNEL OVERTIME	316.20	1,200.00	104.66	1,000.00	(200.00)	-17%
101-403.000-701.080	SALARY REQUEST	-	40,000.00	-	73,600.00	33,600.00	84%
101-403.000-702.030	MAINT. OPERATION EQUIP	20,038.78	20,500.00	16,386.73	22,200.00	1,700.00	8%
101-403.000-702.031	RENTS & LEASES	21,000.00	21,000.00	4,813.54	23,000.00	2,000.00	10%
101-403.000-702.032	PROFESSIONAL/SPECIAL SERV	60,205.42	71,100.00	37,287.82	57,100.00	(14,000.00)	-20%
101-403.000-702.034	OTHER CONTRACT SERVICES	15,504.41	25,000.00	14,803.81	25,000.00	-	0%
101-403.000-703.024	POSTAGE	6,212.72	5,500.00	5,300.00	6,000.00	500.00	9%
101-403.000-703.025	OFFICE EXPENSE	11,583.86	13,500.00	8,029.51	11,000.00	(2,500.00)	-19%
101-403.000-704.022	COMMUNICATIONS	957.47	900.00	900.68	1,800.00	900.00	100%
101-403.000-706.023	ADVERTISING	1,368.34	1,500.00	397.57	1,500.00	-	0%
101-403.000-706.035	INSURANCE & SURETY BONDS	625.00	700.00	625.00	700.00	-	0%
101-403.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	1,404.00	1,100.00	655.00	1,200.00	100.00	9%
101-403.000-706.037	CONFERENCES & MEETINGS	11,308.18	11,500.00	7,089.55	13,200.00	1,700.00	15%
101-403.000-706.999	BAD DEBTS	20,761.68	-	12,091.04	-	-	0%
101-403.000-707.002	CAPITAL EXPENDITURES	-	2,000.00	-	2,000.00	-	0%
101-403.000-708.004	MIS EMPLOYEE BENEFITS	(821.14)	-	(41,440.75)	-	-	0%
101-403.000-708.005	MEDICARE	5,847.67	7,000.00	5,571.70	7,200.00	200.00	3%
101-403.000-708.006	PERS RETIREMENT	70,346.33	85,900.00	76,207.50	99,500.00	13,600.00	16%
101-403.000-708.007	PAYROLL TAXES	2,802.87	2,700.00	2,793.02	2,300.00	(400.00)	-15%
101-403.000-708.008	HEALTH DENTAL VISION INSURANCE	44,242.22	40,500.00	39,649.60	41,500.00	1,000.00	2%
101-403.000-708.009	NATIONAL RETIREMENT	25,306.25	28,300.00	23,377.44	28,300.00	-	0%
101-403.000-708.010	SELF INS. PREMIUM	62,113.32	68,300.00	59,005.81	70,100.00	1,800.00	3%
101-403.000-708.012	DEFERRED COMPENSATION	8,425.51	8,600.00	7,772.86	9,900.00	1,300.00	15%
Total FINANCE DEPARTMENT:		**835,426.07**	**939,300.00**	**711,199.58**	**992,900.00**	**53,600.00**	**6%**

LEGAL DEPARTMENT

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-404.000-702.033	SPECIAL COUNSEL	141,290.30	240,000.00	95,817.82	200,000.00	(40,000.00)	-17%
101-404.000-702.034	OTHER CONTRACT SERVICES	-	10,000.00	-	-	(10,000.00)	-100%
101-404.000-706.009	LEGAL SETTLEMENT	141,211.69	133,100.00	133,042.41	124,900.00	(8,200.00)	-6%
Total LEGAL DEPARTMENT:		**282,501.99**	**383,100.00**	**228,860.23**	**324,900.00**	**(58,200.00)**	**-15%**

PLANNING DEPARTMENT

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-405.000-701.001	PERSONNEL REGULAR	188,760.91	257,800.00	232,273.40	268,800.00	11,000.00	4%
101-405.000-701.005	PLANNING COMMISSIONERS COMP	3,650.00	6,600.00	3,063.80	6,600.00	-	0%
101-405.000-702.030	MAINT. OPERATION EQUIP	500.00	500.00	-	500.00	-	0%
101-405.000-702.031	RENTS & LEASES	2,500.00	4,000.00	1,085.64	6,000.00	2,000.00	50%
101-405.000-702.032	PROFESSIONAL/SPECIAL SERV	19,144.16	18,000.00	7,554.32	18,000.00	-	0%
101-405.000-702.034	OTHER CONTRACT SERVICES	24,057.61	-	-	-	-	0%
101-405.000-703.024	POSTAGE	1,609.06	1,500.00	1,293.00	1,000.00	(500.00)	-33%
101-405.000-703.025	OFFICE EXPENSE	3,110.45	3,000.00	3,642.52	3,000.00	-	0%
101-405.000-704.022	COMMUNICATIONS	2,130.84	3,000.00	2,009.46	2,300.00	(700.00)	-23%
101-405.000-706.016	COMMISSIONERS TRAINING	-	9,000.00	4,462.21	9,000.00	-	0%
101-405.000-706.023	ADVERTISING	3,540.00	2,000.00	3,342.00	2,000.00	-	0%
101-405.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	755.76	3,500.00	727.00	3,500.00	-	0%
101-405.000-706.037	CONFERENCES & MEETINGS	1,139.26	2,500.00	2,079.74	5,000.00	2,500.00	100%
101-405.000-707.002	CAPITAL EXPENDITURES	-	-	-	2,000.00	2,000.00	0%
101-405.000-707.003	EQUIPMENT/PROJECTS	-	2,500.00	-	2,500.00	-	0%
101-405.000-708.004	MIS EMPLOYEE BENEFITS	(2,099.13)	1,200.00	(4,344.18)	1,200.00	-	0%
101-405.000-708.005	MEDICARE	2,443.22	3,700.00	2,987.86	3,900.00	200.00	5%
101-405.000-708.006	PERS RETIREMENT	30,091.04	46,600.00	41,419.91	52,600.00	6,000.00	13%
101-405.000-708.007	PAYROLL TAXES	901.03	1,500.00	1,450.96	1,200.00	(300.00)	-20%
101-405.000-708.008	HEALTH DENTAL VISION INSURANCE	28,243.21	42,000.00	30,232.76	33,000.00	(9,000.00)	-21%
101-405.000-708.009	NATIONAL RETIREMENT	8,692.00	14,200.00	11,688.72	14,200.00	-	0%
101-405.000-708.010	SELF INS. PREMIUM	28,093.83	38,600.00	34,163.52	38,300.00	(300.00)	-1%
101-405.000-708.012	DEFERRED COMPENSATION	4,196.40	4,200.00	3,792.90	4,200.00	-	0%
Total PLANNING DEPARTMENT:		**351,459.65**	**465,900.00**	**382,925.54**	**478,800.00**	**12,900.00**	**3%**

GENERAL FUND
FISCAL YEAR 2020-21 PROJECTIONS

BUILDING DEPARTMENT

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-406.000-701.001	PERSONNEL REGULAR	161,569.29	173,100.00	152,170.42	180,500.00	7,400.00	4%
101-406.000-701.003	PERSONNEL OVERTIME	1,761.53	2,000.00	1,425.22	2,000.00	-	0%
101-406.000-702.031	RENTS & LEASES	8,000.00	10,000.00	0.37	12,000.00	2,000.00	20%
101-406.000-702.032	PROFESSIONAL/SPECIAL SERV	13,770.00	15,000.00	15,972.50	15,000.00	-	0%
101-406.000-703.024	POSTAGE	55.22	200.00	7.65	200.00	-	0%
101-406.000-703.025	OFFICE EXPENSE	2,185.51	2,000.00	1,799.14	1,500.00	(500.00)	-25%
101-406.000-704.022	COMMUNICATIONS	2,776.40	2,500.00	2,626.78	3,200.00	700.00	28%
101-406.000-706.027	BOOT & JACKET ALLOWANCE	199.56	400.00	79.97	400.00	-	0%
101-406.000-706.028	SMALL TOOLS	198.19	200.00	105.53	200.00	-	0%
101-406.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	173.74	1,500.00	1,357.75	1,500.00	-	0%
101-406.000-706.037	CONFERENCES & MEETINGS	300.00	500.00	385.60	500.00	-	0%
101-406.000-706.038	STAFF DEVELOPMENT	-	3,500.00	2,599.78	3,500.00	-	0%
101-406.000-706.073	UNIFORMS & RAGS	302.13	500.00	286.58	500.00	-	0%
101-406.000-707.002	CAPITAL EXPENDITURES	-	58,000.00	57,958.14	-	(58,000.00)	-100%
101-406.000-708.004	MIS EMPLOYEE BENEFITS	(2,439.50)	-	(17,550.93)	-	-	0%
101-406.000-708.005	MEDICARE	2,084.16	2,400.00	1,975.10	2,600.00	200.00	8%
101-406.000-708.006	PERS RETIREMENT	27,184.69	32,200.00	29,463.73	38,900.00	6,700.00	21%
101-406.000-708.007	PAYROLL TAXES	770.00	800.00	798.00	800.00	-	0%
101-406.000-708.008	HEALTH DENTAL VISION INSURANCE	47,275.42	48,900.00	45,490.43	49,800.00	900.00	2%
101-406.000-708.009	NATIONAL RETIREMENT	8,528.00	9,400.00	7,792.48	9,400.00	-	0%
101-406.000-708.010	SELF INS. PREMIUM	22,835.57	24,400.00	21,992.56	25,700.00	1,300.00	5%
101-406.000-708.012	DEFERRED COMPENSATION	-	1,500.00	1,275.00	2,000.00	500.00	33%
Total BUILDING DEPARTMENT:		**297,529.91**	**389,000.00**	**328,011.80**	**350,200.00**	**(38,800.00)**	**-10%**

BUILDING MAINTENANCE

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-407.000-701.001	PERSONNEL REGULAR	51,963.66	57,500.00	50,868.15	59,200.00	1,700.00	3%
101-407.000-701.002	PERSONNEL PART TIME	4,992.00	3,800.00	2,868.25	3,800.00	-	0%
101-407.000-701.003	PERSONNEL OVERTIME	-	-	-	-	-	0%
101-407.000-701.080	SALARY REQUEST	-	-	-	-	-	0%
101-407.000-702.030	MAINT. OPERATION EQUIP	2,000.00	2,000.00	2,567.02	2,000.00	-	0%
101-407.000-702.031	RENTS & LEASES	5,000.00	5,000.00	-	7,000.00	2,000.00	40%
101-407.000-702.032	PROFESSIONAL/SPECIAL SERV	16,779.13	27,600.00	16,032.62	22,900.00	(4,700.00)	-17%
101-407.000-703.026	MISCELLANEOUS EXPENSE	-	-	-	-	-	0%
101-407.000-703.028	SMALL TOOLS	442.28	200.00	-	200.00	-	0%
101-407.000-704.021	UTILITIES	28,263.85	30,000.00	26,324.96	35,000.00	5,000.00	17%
101-407.000-704.022	COMMUNICATIONS	21,858.36	30,000.00	24,592.37	28,500.00	(1,500.00)	-5%
101-407.000-706.027	BOOT & JACKET ALLOWANCE	200.00	200.00	184.22	200.00	-	0%
101-407.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	13,370.01	12,000.00	12,468.93	12,000.00	-	0%
101-407.000-706.038	STAFF DEVELOPMENT	-	-	-	-	-	0%
101-407.000-706.056	STATE/COUNTY FEES	2,369.64	2,500.00	2,415.52	2,600.00	100.00	4%
101-407.000-706.073	UNIFORMS & RAGS	1,240.60	1,300.00	1,363.08	1,300.00	-	0%
101-407.000-707.002	CAPITAL EXPENDITURES	-	-	-	4,500.00	4,500.00	0%
101-407.000-707.003	EQUIPMENT/PROJECTS	15,939.00	246,800.00	99,275.02	-	(246,800.00)	-100%
101-407.000-708.004	MIS EMPLOYEE BENEFITS	(1,141.80)	-	(3,286.86)	-	-	0%
101-407.000-708.005	MEDICARE	730.77	900.00	784.14	1,000.00	100.00	11%
101-407.000-708.006	PERS RETIREMENT	9,420.09	11,400.00	10,092.56	12,700.00	1,300.00	11%
101-407.000-708.007	PAYROLL TAXES	923.59	800.00	1,200.94	900.00	100.00	13%
101-407.000-708.008	HEALTH DENTAL VISION INSURANCE	25,929.79	31,300.00	29,352.12	32,800.00	1,500.00	5%
101-407.000-708.009	NATIONAL RETIREMENT	4,264.00	4,700.00	3,896.24	4,700.00	-	0%
101-407.000-708.010	SELF INS. PREMIUM	8,049.79	8,600.00	7,347.72	8,400.00	(200.00)	-2%
Total BUILDING MAINTENANCE:		**212,594.76**	**476,600.00**	**288,347.00**	**239,700.00**	**(236,900.00)**	-50%

ADMIN SERVICES

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-408.000-701.001	PERSONNEL REGULAR	265,959.43	312,400.00	268,177.05	320,300.00	7,900.00	3%
101-408.000-701.002	PERSONNEL PART TIME	420.00	12,200.00	217.00	15,000.00	2,800.00	23%
101-408.000-702.030	MAINT. OPERATION EQUIP	11,200.00	9,600.00	3,035.32	7,900.00	(1,700.00)	-18%
101-408.000-702.031	RENTS & LEASES	6,713.21	8,000.00	3,961.43	10,000.00	2,000.00	25%
101-408.000-702.032	PROFESSIONAL/SPECIAL SERV	75,594.92	98,900.00	73,615.81	76,700.00	(22,200.00)	-22%
101-408.000-702.034	OTHER CONTRACT SERVICES	3,924.56	6,100.00	1,496.00	5,700.00	(400.00)	-7%
101-408.000-702.039	SPECIAL COMMUNITY SERVICES	24,469.70	25,000.00	7,241.99	25,000.00	-	0%
101-408.000-703.023	ADVERTISING	2,048.00	1,000.00	241.00	1,000.00	-	0%
101-408.000-703.024	POSTAGE	334.06	500.00	290.27	500.00	-	0%
101-408.000-703.025	OFFICE EXPENSE	2,271.91	4,000.00	3,124.21	4,500.00	500.00	13%
101-408.000-704.022	COMMUNICATIONS	6,423.55	6,500.00	6,249.32	6,500.00	-	0%
101-408.000-706.014	MISC PERSONNEL EXPENSE	2,250.38	2,000.00	1,446.86	2,500.00	500.00	25%
101-408.000-706.035	INSURANCE & SURETY BONDS	318.00	400.00	318.00	400.00	-	0%
101-408.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	633.17	1,100.00	485.96	1,100.00	-	0%
101-408.000-706.037	CONFERENCES & MEETINGS	1,625.61	4,000.00	3,508.16	4,000.00	-	0%
101-408.000-706.042	SAFETY	44.36	500.00	114.28	1,000.00	500.00	100%
101-408.000-706.047	WEB SITE	9,645.76	11,500.00	10,692.17	5,700.00	(5,800.00)	-50%
101-408.000-706.066	ELECTIONS	15,783.33	-	56.84	36,100.00	36,100.00	0%

GENERAL FUND
FISCAL YEAR 2020-21 PROJECTIONS

101-408.000-707.002	CAPITAL EXPENDITURES	(3,306.74)	22,000.00	33,555.67	2,400.00	(19,600.00)	-89%
101-408.000-707.003	EQUIPMENT/PROJECTS	1,287.96	2,000.00	1,518.56	-	(2,000.00)	-100%
101-408.000-707.004	SOFTWARE UPGRADE GENERAL	567.57	1,000.00	430.18	1,000.00	-	0%
101-408.000-707.017	COMPUTER COMPONENTS	2,715.95	5,500.00	5,533.91	7,000.00	1,500.00	27%
101-408.000-708.004	MIS EMPLOYEE BENEFITS	(8,654.90)	-	(32,538.17)	-	-	0%
101-408.000-708.005	MEDICARE	3,253.50	4,600.00	3,210.81	4,800.00	200.00	4%
101-408.000-708.006	PERS RETIREMENT	43,957.02	58,000.00	50,544.64	66,800.00	8,800.00	15%
101-408.000-708.007	PAYROLL TAXES	1,155.00	3,000.00	1,981.03	3,100.00	100.00	3%
101-408.000-708.008	HEALTH DENTAL VISION INSURANCE	58,209.37	58,300.00	58,241.78	65,200.00	6,900.00	12%
101-408.000-708.009	NATIONAL RETIREMENT	14,942.45	18,900.00	15,061.77	18,900.00	-	0%
101-408.000-708.010	SELF INS. PREMIUM	37,673.50	44,600.00	37,774.78	45,200.00	600.00	1%
101-408.000-708.012	DEFERRED COMPENSATION	6,712.50	7,800.00	5,287.50	5,900.00	(1,900.00)	-24%
101-408.000-709.001	PRIOR YEAR ENCUMBRANCES	-	-	(2,983.08)	-	-	0%
Total ADMIN SERVICES:		**588,173.13**	**729,400.00**	**561,891.05**	**744,200.00**	**14,800.00**	**2%**

POLICE DEPARTMENT		**2018-19**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	
		Prior year	**Current year**	**Current year**	**Dept Request**	**Increase/**	**%**
Account Number	**Account Title**	**Actual**	**Budget**	**Actual**	**Budget**	**(Decrease)**	**Change**
101-409.000-702.030	MAINT. OPERATION EQUIP	917.20	1,800.00	478.98	1,800.00	-	0%
101-409.000-702.031	RENTS & LEASES	20,000.00	20,000.00	675.40	22,000.00	2,000.00	10%
101-409.000-702.032	PROFESSIONAL/SPECIAL SERV	(20.00)	500.00	-	500.00	-	0%
101-409.000-702.034	OTHER CONTRACT SERVICES	166,316.29	273,400.00	120,650.37	191,000.00	(82,400.00)	-30%
101-409.000-702.039	SPECIAL COMMUNITY SERVICES	10,894.72	15,000.00	-	15,000.00	-	0%
101-409.000-702.060	CONTRACT SHERIFF SERVICES	3,700,966.11	3,884,000.00	3,357,304.48	4,100,000.00	216,000.00	6%
101-409.000-703.024	POSTAGE	492.67	1,000.00	615.30	1,000.00	-	0%
101-409.000-703.025	OFFICE EXPENSE	2,622.81	4,000.00	2,285.13	4,000.00	-	0%
101-409.000-704.021	UTILITIES	32,610.47	40,000.00	33,897.84	40,000.00	-	0%
101-409.000-704.022	COMMUNICATIONS	1,201.69	3,500.00	704.92	3,500.00	-	0%
101-409.000-706.023	ADVERTISING	-	200.00	-	-	(200.00)	-100%
101-409.000-706.026	MISCELLANEOUS EXPENSE	10.03	200.00	151.21	200.00	-	0%
101-409.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	-	-	-	-	-	0%
101-409.000-706.072	SDEA CONTRIBUTION	15,000.00	15,000.00	15,000.00	15,000.00	-	0%
101-409.000-707.003	EQUIPMENT/PROJECTS	-	-	-	-	-	0%
101-409.000-708.006	PERS RETIREMENT	42,421.00	51,600.00	51,549.72	66,000.00	14,400.00	28%
101-409.000-709.001	PRIOR YEAR ENCUMBRANCES	-	-	(6,892.86)	-	-	0%
101-409.000-999.000	TRANSFERS OUT	-	-	-	-	-	0%
101-409.000-999.100	PRIOR YEAR ADJUSTMENTS	-	-	-	-	-	0%
Total POLICE DEPARTMENT:		**3,993,432.99**	**4,310,200.00**	**3,576,420.49**	**4,460,000.00**	**149,800.00**	0%

ANIMAL & CODE CONTROL		**2018-19**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	
		Prior year	**Current year**	**Current year**	**Dept Request**	**Increase/**	**%**
Account Number	**Account Title**	**Actual**	**Budget**	**Actual**	**Budget**	**(Decrease)**	**Change**
101-411.000-702.034	OTHER CONTRACT SERVICES	198,563.14	224,000.00	159,623.71	230,000.00	6,000.00	3%
101-411.000-999.000	TRANSFERS OUT	84,454.38	86,700.00	-	97,900.00	11,200.00	13%
Total ANIMAL & CODE CONTROL:		**283,017.52**	**310,700.00**	**159,623.71**	**327,900.00**	**17,200.00**	**6%**

DEVELOPMENT SERVICES ADMIN		**2018-19**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	
		Prior year	**Current year**	**Current year**	**Dept Request**	**Increase/**	**%**
Account Number	**Account Title**	**Actual**	**Budget**	**Actual**	**Budget**	**(Decrease)**	**Change**
101-412.000-701.001	PERSONNEL REGULAR	397,251.71	425,100.00	382,290.51	439,400.00	14,300.00	3%
101-412.000-701.080	SALARY REQUEST	-	10,000.00	-	-	(10,000.00)	-100%
101-412.000-702.031	RENTS & LEASES	8,000.00	8,000.00	980.68	10,000.00	2,000.00	25%
101-412.000-702.032	PROFESSIONAL/SPECIAL SERV	3,503.58	3,500.00	3,907.57	3,500.00	-	0%
101-412.000-702.035	ENGINEERING	36,134.00	40,000.00	27,250.00	40,000.00	-	0%
101-412.000-703.023	ADVERTISING	660.00	700.00	677.00	800.00	100.00	14%
101-412.000-703.024	POSTAGE	777.32	1,200.00	347.15	1,000.00	(200.00)	-17%
101-412.000-703.025	OFFICE EXPENSE	2,147.95	2,500.00	950.37	2,500.00	-	0%
101-412.000-704.022	COMMUNICATIONS	1,362.91	1,300.00	1,401.74	1,300.00	-	0%
101-412.000-706.026	MISCELLANEOUS EXPENSE	876.64	500.00	462.22	500.00	-	0%
101-412.000-706.027	BOOT & JACKET ALLOWANCE	335.07	600.00	-	600.00	-	0%
101-412.000-706.028	SMALL TOOLS	540.37	400.00	530.86	600.00	200.00	50%
101-412.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	777.22	600.00	575.98	600.00	-	0%
101-412.000-706.037	CONFERENCES & MEETINGS	2.50	-	-	-	-	0%
101-412.000-706.038	STAFF DEVELOPMENT	2,871.91	7,700.00	(218.13)	4,700.00	(3,000.00)	-39%
101-412.000-706.050	SAFETY EQUIPMENT	-	100.00	-	100.00	-	0%
101-412.000-706.073	UNIFORMS & RAGS	294.59	700.00	287.02	400.00	(300.00)	-43%
101-412.000-708.004	MIS EMPLOYEE BENEFITS	(5,892.94)	-	(22,905.46)	-	-	0%
101-412.000-708.005	MEDICARE	5,231.02	6,200.00	4,971.61	6,400.00	200.00	3%
101-412.000-708.006	PERS RETIREMENT	66,613.78	81,900.00	72,699.57	92,600.00	10,700.00	13%
101-412.000-708.007	PAYROLL TAXES	1,924.98	2,900.00	1,994.99	3,000.00	100.00	3%
101-412.000-708.008	HEALTH DENTAL VISION INSURANCE	81,862.93	86,700.00	80,017.27	83,300.00	(3,400.00)	-4%
101-412.000-708.009	NATIONAL RETIREMENT	16,174.50	23,600.00	14,958.01	23,600.00	-	0%
101-412.000-708.010	SELF INS. PREMIUM	58,501.16	63,700.00	54,713.10	62,600.00	(1,100.00)	-2%
101-412.000-708.012	DEFERRED COMPENSATION	4,550.00	4,600.00	4,112.50	4,600.00	-	0%
Total DEVELOPMENT SERVICES ADMIN:		**684,501.20**	**772,500.00**	**630,004.56**	**782,100.00**	**9,600.00**	**1%**

STORM WATER ADMIN.		**2018-19**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	
		Prior year	**Current year**	**Current year**	**Dept Request**	**Increase/**	**%**

GENERAL FUND
FISCAL YEAR 2020-21 PROJECTIONS

Account Number	Account Title	Actual	Budget	Actual	Budget	(Decrease)	Change
101-413.000-702.030	MAINT. OPERATION EQUIP	5,607.22	35,000.00	29,804.69	20,000.00	(15,000.00)	-43%
101-413.000-702.031	RENTS & LEASES	29,392.78	19,000.00	9,360.38	10,000.00	(9,000.00)	-47%
101-413.000-702.032	PROFESSIONAL/SPECIAL SERV	11,461.78	11,000.00	9,832.76	21,300.00	10,300.00	94%
101-413.000-704.021	UTILITIES	8,413.74	10,000.00	8,661.92	12,000.00	2,000.00	20%
101-413.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	1,747.23	2,500.00	528.54	2,500.00	-	0%
101-413.000-706.056	STATE/COUNTY FEES	750.14	21,100.00	19,611.66	19,700.00	(1,400.00)	-7%
101-413.000-707.003	EQUIPMENT/PROJECTS	20,606.49	5,000.00	-	-	(5,000.00)	-100%
Total STORM WATER ADMIN.:		**77,979.38**	**103,600.00**	**77,799.95**	**85,500.00**	**(18,100.00)**	**-17%**

PARKS

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-414.000-701.001	PERSONNEL REGULAR	212,392.26	225,600.00	205,952.60	240,600.00	15,000.00	7%
101-414.000-701.002	PERSONNEL PART TIME	35,945.27	35,900.00	27,844.06	39,100.00	3,200.00	9%
101-414.000-701.003	PERSONNEL OVERTIME	1,657.14	2,000.00	2,755.90	2,000.00	-	0%
101-414.000-701.004	STANDBY PAY	567.41	4,000.00	1,484.91	2,500.00	(1,500.00)	-38%
101-414.000-702.030	MAINT. OPERATION EQUIP	802.01	1,000.00	1,028.03	1,000.00	-	0%
101-414.000-702.031	RENTS & LEASES	51,800.00	53,200.00	1,385.53	55,200.00	2,000.00	4%
101-414.000-702.032	PROFESSIONAL/SPECIAL SERV	90,970.74	93,200.00	78,706.98	108,200.00	15,000.00	16%
101-414.000-703.025	OFFICE EXPENSE	870.35	500.00	571.20	800.00	300.00	60%
101-414.000-703.028	SMALL TOOLS	251.06	300.00	66.61	300.00	-	0%
101-414.000-703.049	CHEMICALS	1,848.62	2,500.00	1,705.21	2,000.00	(500.00)	-20%
101-414.000-703.050	POOL EXPENSES & CHEMICALS	21,740.68	22,000.00	13,801.70	22,000.00	-	0%
101-414.000-703.051	BARK/FIBER	9,312.11	6,000.00	191.28	6,000.00	-	0%
101-414.000-704.021	UTILITIES	33,420.46	32,000.00	29,210.86	34,000.00	2,000.00	6%
101-414.000-704.022	COMMUNICATIONS	1,050.44	1,600.00	1,751.51	2,300.00	700.00	44%
101-414.000-706.027	BOOT & JACKET ALLOWANCE	720.14	800.00	486.57	800.00	-	0%
101-414.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	24,472.18	28,000.00	25,818.83	28,000.00	-	0%
101-414.000-706.038	STAFF DEVELOPMENT	3,346.40	3,000.00	4,029.90	3,600.00	600.00	20%
101-414.000-706.050	SAFETY EQUIPMENT	595.81	400.00	404.76	400.00	-	0%
101-414.000-706.056	STATE/COUNTY FEES	3,635.46	3,700.00	3,717.98	3,900.00	200.00	5%
101-414.000-706.073	UNIFORMS & RAGS	2,438.04	2,500.00	2,140.90	2,500.00	-	0%
101-414.000-706.081	DOWNTOWN & WATER FALL MAINT.	2,513.48	2,000.00	3,084.71	2,500.00	500.00	25%
101-414.000-707.002	CAPITAL EXPENDITURES	14,436.66	51,700.00	8,012.50	11,300.00	(40,400.00)	-78%
101-414.000-707.003	EQUIPMENT/PROJECTS	11,851.80	26,541.00	24,308.14	-	(26,541.00)	-100%
101-414.000-708.004	MIS EMPLOYEE BENEFITS	2,968.83	-	(24,329.30)	-	-	0%
101-414.000-708.005	MEDICARE	3,088.10	3,800.00	2,886.01	4,100.00	300.00	8%
101-414.000-708.006	PERS RETIREMENT	34,010.71	41,200.00	37,227.43	48,700.00	7,500.00	18%
101-414.000-708.007	PAYROLL TAXES	3,077.52	4,400.00	2,398.53	4,300.00	(100.00)	-2%
101-414.000-708.008	HEALTH DENTAL VISION INSURANCE	51,838.59	53,000.00	56,714.64	69,100.00	16,100.00	30%
101-414.000-708.009	NATIONAL RETIREMENT	17,056.00	18,900.00	15,584.96	18,900.00	-	0%
101-414.000-708.010	SELF INS. PREMIUM	30,575.65	33,000.00	28,907.85	33,900.00	900.00	3%
101-414.000-708.012	DEFERRED COMPENSATION	37.50	-	562.50	2,000.00	2,000.00	0%
Total PARKS:		**669,291.42**	**752,741.00**	**558,413.29**	**750,000.00**	**(2,741.00)**	**0%**

ECONOMIC DEVELOPMENT

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-439.000-702.034	OTHER CONTRACT SERVICES	10,000.00	10,000.00	10,000.00	10,000.00	-	0%
Total ECONOMIC DEVELOPMENT:		**10,000.00**	**10,000.00**	**10,000.00**	**10,000.00**	**-**	**0%**

RECREATION SUBSIDY

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
101-459.000-999.000	TRANSFERS OUT	404,616.76	480,100.00	196,445.89	506,800.00	26,700.00	6%
Total RECREATION:		**404,616.76**	**480,100.00**	**196,445.89**	**506,800.00**	**26,700.00**	**6%**

						% Change
Beginning GENERAL FUND Reserve Total:			3,371,400.00	*3,159,600.00*		
GENERAL FUND Revenue Total:	10,107,644.15	10,028,800.00	7,861,965.33	9,911,700.00	(117,100.00)	-1%
GENERAL FUND Expenditure Total:	9,113,046.90	10,606,041.00	7,986,400.66	10,575,800.00	(30,241.00)	-0.3%
Net Total GENERAL FUND:	**994,597.25**	**(577,241.00)**	**(124,435.33)**	**(664,100.00)**	**(86,859.00)**	**15%**
Current GENERAL FUND Reserve Total:			3,246,964.67	2,495,500.00		
			41%	25%		

GAS TAX FUND
FISCAL YEAR 2020-21 PROJECTIONS

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
REVENUES							
102-000.000-400.140	STATE GAS TAX 2106	86,720.03	82,800.00	69,145.81	75,500.00	-7,300.00	-9%
102-000.000-400.150	STATE GAS TAX 2107	174,184.41	174,000.00	141,251.92	145,300.00	-28,700.00	-16%
102-000.000-400.160	STATE GAS TAX 2107.5	6,000.00	6,000.00	6,000.00	6,000.00	0.00	0%
102-000.000-400.170	STATE GAS TAX 2105	138,504.30	133,200.00	113,613.44	120,800.00	-12,400.00	-9%
102-000.000-400.175	STATE GAS TAX 2103	84,333.66	206,600.00	163,745.17	192,500.00	-14,100.00	-7%
102-000.000-600.020	STREET SWEEPING	4,159.00	4,200.00	2,079.50	4,200.00	0.00	0%
102-000.000-600.050	SB1-RMRA REVENUE	432,470.79	453,400.00	419,734.59	391,600.00	-61,800.00	-14%
102-000.000-600.200	MEASURE L SALARY REIMBURSEMENT	1,929.48	2,000.00	189.75	0	-2,000.00	-100%
102-000.000-664.000	INTEREST INCOME	4,508.20	2,500.00	2,265.31	0	-2,500.00	-100%
102-000.000-675.090	MISCELLANEOUS REVENUES	33,467.77	29,000.00	33,842.99	0	-29,000.00	-100%
102-000.000-699.000	TRANSFERS IN	186,326.80	224,400.00	101,912.13	215,100.00	-9,300.00	-4%
Total GAS TAX FUND REVENUES:		**1,152,604.44**	**1,318,100.00**	**1,053,780.61**	**1,151,000.00**	**-167,100.00**	**-13%**

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
EXPENDITURES							
102-418.000-701.001	PERSONNEL REGULAR	240,109.34	285,100.00	242,273.71	278,600.00	-6,500.00	-2%
102-418.000-701.003	PERSONNEL OVERTIME	3,601.66	6,000.00	2,470.70	5,000.00	-1,000.00	-17%
102-418.000-701.004	STANDBY PAY	13,211.70	15,000.00	8,381.32	10,000.00	-5,000.00	-33%
102-418.000-701.080	SALARY REQUEST	0	0	0	12,800.00	12,800.00	0%
102-418.000-702.030	MAINT. OPERATION EQUIP	18,462.73	20,000.00	15,743.81	20,000.00	0.00	0%
102-418.000-702.031	RENTS & LEASES	10,000.00	10,000.00	3,733.69	19,000.00	9,000.00	90%
102-418.000-702.032	PROFESSIONAL/SPECIAL SERV	36,709.74	22,000.00	27,479.75	27,000.00	5,000.00	23%
102-418.000-702.034	OTHER CONTRACT SERVICES	1,609.38	4,200.00	1,500.00	4,200.00	0.00	0%
102-418.000-702.036	STREET SWEEPING CONTRACT	91,537.32	94,000.00	78,340.70	92,000.00	-2,000.00	-2%
102-418.000-702.037	STREET LIGHT REPAIR	1,974.12	2,000.00	0	2,000.00	0.00	0%
102-418.000-703.028	SMALL TOOLS	677.18	1,000.00	383.17	1,000.00	0.00	0%
102-418.000-703.062	STREET SIGNS/STRIPING	54,406.84	71,000.00	61,769.00	62,000.00	-9,000.00	-13%
102-418.000-704.021	UTILITIES	103,349.78	110,000.00	84,903.70	110,000.00	0.00	0%
102-418.000-704.022	COMMUNICATIONS	24.22	200	0	200	0.00	0%
102-418.000-706.026	MISCELLANEOUS EXPENSE	2,566.68	2,000.00	673.94	2,000.00	0.00	0%
102-418.000-706.027	BOOT & JACKET ALLOWANCE	917.47	1,000.00	351.11	1,000.00	0.00	0%
102-418.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	10,029.65	21,000.00	12,921.12	21,000.00	0.00	0%
102-418.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	505.99	1,500.00	188	1,500.00	0.00	0%
102-418.000-706.037	CONFERENCES & MEETINGS	272.88	500	0	500	0.00	0%
102-418.000-706.038	STAFF DEVELOPMENT	182.5	1,800.00	262.5	1,800.00	0.00	0%
102-418.000-706.050	SAFETY EQUIPMENT	1,022.73	1,600.00	1,541.08	1,600.00	0.00	0%
102-418.000-706.073	UNIFORMS & RAGS	1,883.52	1,800.00	1,607.02	1,800.00	0.00	0%
102-418.000-707.060	SB1-RMRA EXPENSES	0	250,000.00	0	240,600.00	-9,400.00	-4%
102-418.000-707.065	SB1-PAVEMENT RESTORATION	38,722.00	0	0	0	0.00	0%
102-418.000-707.066	SB1-PAVEMENT RESTORATION 2019	6,325.00	0	253,310.52	0	0.00	0%
102-418.000-707.067	SB1-PAVEMENT RESTORATION 2020	0	0	8,225.00	394,500.00	394,500.00	0%
102-418.000-707.070	SB1-SANTA FE STREET IMPROVEMEN	0	0	14,250.00	0	0.00	0%
102-418.000-708.004	MIS EMPLOYEE BENEFITS	-4,861.30	0	-9,731.71	0	0.00	0%
102-418.000-708.005	MEDICARE	3,405.13	4,100.00	3,281.76	4,000.00	-100.00	-2%
102-418.000-708.006	PERS RETIREMENT	37,457.03	50,700.00	42,685.60	54,700.00	4,000.00	8%
102-418.000-708.007	PAYROLL TAXES	1,924.99	2,100.00	1,994.97	2,000.00	-100.00	-5%
102-418.000-708.008	HEALTH DENTAL VISION INSURANCE	68,649.09	79,900.00	65,405.87	70,100.00	-9,800.00	-12%
102-418.000-708.009	NATIONAL RETIREMENT	19,042.45	23,600.00	19,481.20	23,600.00	0.00	0%
102-418.000-708.010	SELF INS. PREMIUM	34,809.48	42,700.00	34,648.58	39,700.00	-3,000.00	-7%
102-418.000-708.012	DEFERRED COMPENSATION	225	2,000.00	1,800.00	2,000.00	0.00	0%
102-418.000-999.000	TRANSFERS OUT	29,774.67	27,000.00	17,748.46	27,800.00	800.00	3%
Total GAS TAX:		**828,528.97**	**1,153,800.00**	**997,624.57**	**1,534,000.00**	**380,200.00**	**33%**

GAS TAX FUND Revenue Total:		1,152,604.44	1,318,100.00	1,053,780.61	1,151,000.00	-167,100.00
GAS TAX FUND Expenditure Total:		828,528.97	1,153,800.00	997,624.57	1,534,000.00	380,200.00
Net Surplus/Deficit Totals:		**324,075.47**	**164,300.00**	**56,156.04**	**-383,000.00**	**-547,300.00**

SEWER FUND
FISCAL YEAR 2020-21 PROJECTIONS

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
REVENUES							
106-000.000-600.180	SEWER SERVICE CHARGE	4,275,430.73	4,100,000.00	3,798,850.37	4,100,000.00	0.00	0%
106-000.000-600.200	MEASURE L SALARY REIMBURSEMENT	401.2	400	0	0	-400.00	-100%
106-000.000-600.225	INSPECTION FEES	210.16	500	1,756.44	2,000.00	1,500.00	300%
106-000.000-655.000	FINES, FORFEITURES,PENALTIES	79,191.08	70,000.00	57,740.70	60,000.00	-10,000.00	-14%
106-000.000-664.000	INTEREST INCOME	14,988.76	10,700.00	9,800.15	16,400.00	5,700.00	53%
106-000.000-675.090	MISCELLANEOUS REVENUES	0	0	711.84	0	0.00	0%
106-000.000-675.160	INDUSTRIAL PERMITS REVENUE	89,561.67	150,000.00	70,837.09	75,000.00	-75,000.00	-50%
106-000.000-680.035	UNREALIZED GAIN/LOSS ON INVEST	6,459.34	0	-2,694.94	0	0.00	0%
106-000.000-699.000	TRANSFERS IN	128,816.73	133,000.00	33,688.16	140,600.00	7,600.00	6%
Total SEWER FUND:		**4,595,059.67**	**4,464,600.00**	**3,970,689.81**	**4,394,000.00**	**-70,600.00**	**-2%**

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
EXPENDITURES - SEWER COLLECTION							
106-423.000-701.001	PERSONNEL REGULAR	83,450.29	92,400.00	83,003.20	98,400.00	6,000.00	6%
106-423.000-701.003	PERSONNEL OVERTIME	447.92	2,000.00	1,888.92	1,000.00	-1,000.00	-50%
106-423.000-701.004	STANDBY PAY	12,092.11	15,000.00	10,053.49	15,000.00	0.00	0%
106-423.000-702.030	MAINT. OPERATION EQUIP	6,185.53	15,000.00	17,299.49	15,000.00	0.00	0%
106-423.000-702.031	RENTS & LEASES	30,000.00	39,000.00	7,380.69	39,000.00	0.00	0%
106-423.000-702.032	PROFESSIONAL/SPECIAL SERV	14,657.28	27,000.00	24,713.18	38,700.00	11,700.00	43%
106-423.000-702.034	OTHER CONTRACT SERVICES	43,287.31	50,000.00	18,559.79	40,000.00	-10,000.00	-20%
106-423.000-703.023	ADVERTISING	556	300	149	300	0.00	0%
106-423.000-703.024	POSTAGE	7,130.36	7,000.00	4,757.34	7,200.00	200.00	3%
106-423.000-703.025	OFFICE EXPENSE	2,843.88	2,000.00	1,477.10	2,000.00	0.00	0%
106-423.000-703.049	CHEMICALS	124.49	1,500.00	1,243.80	1,500.00	0.00	0%
106-423.000-703.068	URAP	4,332.00	7,000.00	0	7,500.00	500.00	7%
106-423.000-704.021	UTILITIES	34,643.12	32,000.00	30,211.29	32,000.00	0.00	0%
106-423.000-704.022	COMMUNICATIONS	3,050.96	4,000.00	2,460.56	4,000.00	0.00	0%
106-423.000-706.010	DEPRECIATION EXPENSE	270,812.52	0	0	0	0.00	0%
106-423.000-706.026	MISCELLANEOUS EXPENSE	3,183.48	2,000.00	936.81	2,000.00	0.00	0%
106-423.000-706.027	BOOT & JACKET ALLOWANCE	200	400	227.32	400	0.00	0%
106-423.000-706.028	SMALL TOOLS	362.79	500	433.22	500	0.00	0%
106-423.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	9,242.59	21,400.00	14,450.74	21,400.00	0.00	0%
106-423.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	1,019.00	500	411.34	500	0.00	0%
106-423.000-706.037	CONFERENCES & MEETINGS	0	0	426.42	0	0.00	0%
106-423.000-706.038	STAFF DEVELOPMENT	2,572.86	2,000.00	923.5	2,000.00	0.00	0%
106-423.000-706.050	SAFETY EQUIPMENT	2,249.06	2,000.00	989.18	2,000.00	0.00	0%
106-423.000-706.056	STATE/COUNTY FEES	65.24	100	67.18	100	0.00	0%
106-423.000-706.060	DEBT SERVICE	2,175.89	75,000.00	0	74,000.00	-1,000.00	-1%
106-423.000-706.073	UNIFORMS & RAGS	628.49	800	560.7	800	0.00	0%
106-423.000-706.999	BAD DEBTS	34,495.23	10,000.00	19,788.24	0	-10,000.00	-100%
106-423.000-707.003	EQUIPMENT/PROJECTS	905,000.00	1,313,000.00	625,201.33	2,550,000.00	1,237,000.00	94%
106-423.000-708.004	MIS EMPLOYEE BENEFITS	3,740.52	0	-11,856.54	0	0.00	0%
106-423.000-708.005	MEDICARE	1,230.00	1,300.00	1,130.99	1,400.00	100.00	8%
106-423.000-708.006	PERS RETIREMENT	13,066.73	15,600.00	14,392.50	19,100.00	3,500.00	22%
106-423.000-708.007	PAYROLL TAXES	769.98	800	798.01	800	0.00	0%
106-423.000-708.008	HEALTH DENTAL VISION INSURANCE	25,634.42	26,800.00	24,865.25	27,500.00	700.00	3%
106-423.000-708.009	NATIONAL RETIREMENT	8,528.00	9,400.00	7,792.48	9,400.00	0.00	0%
106-423.000-708.010	SELF INS. PREMIUM	12,346.84	13,300.00	11,769.54	14,000.00	700.00	5%
106-423.000-999.000	TRANSFERS OUT	1,256,044.07	1,352,900.00	649,485.78	1,423,800.00	70,900.00	5%
Total SEWER COLLECTION:		**2,796,168.96**	**3,142,000.00**	**1,565,991.84**	**4,451,300.00**	**1,309,300.00**	**42%**

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Change
EXPENDITURES - SEWER TREATMENT							
106-424.000-701.001	PERSONNEL REGULAR	189,148.91	197,800.00	177,803.10	206,200.00	8,400.00	4%
106-424.000-701.003	PERSONNEL OVERTIME	32,631.47	36,000.00	31,855.12	36,000.00	0.00	0%
106-424.000-702.030	MAINT. OPERATION EQUIP	32,774.67	65,000.00	56,244.99	65,000.00	0.00	0%
106-424.000-702.031	RENTS & LEASES	25,000.00	25,000.00	8,576.50	34,000.00	9,000.00	36%
106-424.000-702.032	PROFESSIONAL/SPECIAL SERV	109,880.31	322,940.00	101,382.15	172,700.00	-150,240.00	-47%
106-424.000-702.056	PIRTS & APPRAISALS,TAXES	2,010.10	2,500.00	1,872.26	2,500.00	0.00	0%
106-424.000-703.025	OFFICE EXPENSE	3,356.16	5,000.00	2,782.29	5,000.00	0.00	0%

SEWER FUND
FISCAL YEAR 2020-21 PROJECTIONS

106-424.000-703.049	CHEMICALS	3,100.30	4,700.00	429.18	5,700.00	1,000.00	21%
106-424.000-704.021	UTILITIES	185,189.44	220,000.00	200,014.24	220,000.00	0.00	0%
106-424.000-704.022	COMMUNICATIONS	1,620.00	1,700.00	1,519.70	1,200.00	-500.00	-29%
106-424.000-706.010	DEPRECIATION EXPENSE	140,715.94	0	0	0	0.00	0%
106-424.000-706.026	MISCELLANEOUS EXPENSE	0	0	0	2,800.00	2,800.00	0%
106-424.000-706.027	BOOT & JACKET ALLOWANCE	600	600	394.16	600	0.00	0%
106-424.000-706.028	SMALL TOOLS	1,731.45	3,000.00	1,882.10	3,000.00	0.00	0%
106-424.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	18,719.58	35,000.00	15,811.40	35,000.00	0.00	0%
106-424.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	1,601.55	3,500.00	1,442.33	3,500.00	0.00	0%
106-424.000-706.038	STAFF DEVELOPMENT	4,118.23	4,500.00	2,185.63	4,500.00	0.00	0%
106-424.000-706.050	SAFETY EQUIPMENT	1,437.03	3,300.00	5,848.98	3,300.00	0.00	0%
106-424.000-706.053	LEVEE REPAIR AND A.C.	7,585.98	8,000.00	1,365.84	10,000.00	2,000.00	25%
106-424.000-706.073	UNIFORMS & RAGS	1,997.66	2,000.00	1,723.27	2,000.00	0.00	0%
106-424.000-706.076	BOND INTEREST EXPENSE	5,397.04	3,800.00	1,633.85	2,200.00	-1,600.00	-42%
106-424.000-707.002	CAPITAL EXPENDITURES	0	29,000.00	27,679.35	0	-29,000.00	-100%
106-424.000-708.004	MIS EMPLOYEE BENEFITS	-1,260.78	0	-14,186.20	0	0.00	0%
106-424.000-708.005	MEDICARE	3,006.21	2,900.00	2,821.08	3,000.00	100.00	3%
106-424.000-708.006	PERS RETIREMENT	30,321.72	37,100.00	32,730.01	42,300.00	5,200.00	14%
106-424.000-708.007	PAYROLL TAXES	1,155.00	1,200.00	1,197.01	1,200.00	0.00	0%
106-424.000-708.008	HEALTH DENTAL VISION INSURANCE	34,414.17	35,700.00	32,599.69	35,400.00	-300.00	-1%
106-424.000-708.009	NATIONAL RETIREMENT	12,765.25	14,200.00	11,688.72	14,200.00	0.00	0%
106-424.000-708.010	SELF INS. PREMIUM	26,436.52	29,200.00	24,569.55	29,000.00	-200.00	-1%
106-424.000-708.012	DEFERRED COMPENSATION	2,287.44	3,400.00	3,118.21	3,400.00	0.00	0%
106-424.000-999.000	TRANSFERS OUT	0	192,500.00	0	0	-192,500.00	-100%
Total SEWER TREATMENT (WWTP):		**877,741.35**	**1,289,540.00**	**736,984.51**	**943,700.00**	**-345,840.00**	**-27%**

SEWER FUND Revenue Total:	4,595,059.67	4,464,600.00	3,970,689.81	4,394,000.00	-70,600.00	-2%
SEWER FUND Expenditure Total:	3,673,910.31	4,431,540.00	2,302,976.35	5,395,000.00	963,460.00	22%
Net SURPLUS/(DEFICIT) SEWER FUND:	**921,149.36**	**33,060.00**	**1,667,713.46**	**-1,001,000.00**	**-1,034,060.00**	

WATER FUND
FISCAL YEAR 2020-21 PROJECTIONS

WATER FUND Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Increase
114-000.000-600.140	WATER REVENUES	2,203,387.73	2,138,700.00	2,066,757.29	2,200,000.00	61,300.00	3%
114-000.000-600.160	BAD DEBT-UTILITY COLLECTIONS	0	0	4,716.16	5,000.00	5,000.00	0%
114-000.000-600.226	BACKFLOW INSPECTIONS	3,375.00	4,000.00	4,800.00	5,000.00	1,000.00	25%
114-000.000-655.000	FINES, FORFEITURES,PENALTIES	52,425.67	50,000.00	39,402.31	40,000.00	-10,000.00	-20%
114-000.000-660.000	WATER VIOLATIONS	0	0	-0.01	0	0.00	0%
114-000.000-664.000	INTEREST INCOME	26,896.21	22,200.00	21,471.68	18,200.00	-4,000.00	-18%
114-000.000-675.090	MISCELLANEOUS REVENUES	17,442.14	5,000.00	955	1,000.00	-4,000.00	-80%
114-000.000-680.035	UNREALIZED GAIN/LOSS ON INVEST	11,632.15	0	270.32	0	0.00	0%
114-000.000-699.000	TRANSFERS IN	203,555.12	0	0	0	0.00	0%
Total WATER FUND:		**2,518,714.02**	**2,219,900.00**	**2,138,372.75**	**2,269,200.00**	**49,300.00**	**2%**

EXPENDITURES Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Dept Request Budget	2020-21 Increase/ (Decrease)	% Increase
114-433.000-701.001	PERSONNEL REGULAR	307,633.28	317,500.00	296,557.91	327,000.00	9,500.00	3%
114-433.000-701.003	PERSONNEL OVERTIME	24,133.79	30,000.00	26,253.99	30,000.00	0.00	0%
114-433.000-701.004	STANDBY PAY	26,906.10	30,000.00	26,370.06	30,000.00	0.00	0%
114-433.000-702.030	MAINT. OPERATION EQUIP	51,262.33	68,000.00	33,609.25	68,000.00	0.00	0%
114-433.000-702.031	RENTS & LEASES	22,000.00	31,000.00	2,545.94	31,000.00	0.00	0%
114-433.000-702.032	PROFESSIONAL/SPECIAL SERV	152,367.42	140,000.00	72,013.23	151,700.00	11,700.00	8%
114-433.000-702.034	OTHER CONTRACT SERVICES	41,404.47	50,000.00	45,274.38	40,000.00	-10,000.00	-20%
114-433.000-703.023	ADVERTISING	0	300	0	300	0.00	0%
114-433.000-703.024	POSTAGE	8,105.47	7,000.00	5,746.53	7,200.00	200.00	3%
114-433.000-703.025	OFFICE EXPENSE	2,588.38	3,000.00	2,607.17	3,000.00	0.00	0%
114-433.000-703.064	BACKFLOW INSPECTION EXPENSES	327.52	6,000.00	1,686.10	6,000.00	0.00	0%
114-433.000-703.067	WATER CONSERVATION PROGRAM	4,366.09	25,000.00	0	10,000.00	-15,000.00	-60%
114-433.000-703.068	URAP	5,994.00	10,000.00	0	15,000.00	5,000.00	50%
114-433.000-704.021	UTILITIES	322,653.87	350,000.00	283,293.67	350,000.00	0.00	0%
114-433.000-704.022	COMMUNICATIONS	4,019.63	4,200.00	4,919.89	4,200.00	0.00	0%
114-433.000-706.010	DEPRECIATION EXPENSE	331,305.76	0	0	0	0.00	0%
114-433.000-706.026	MISCELLANEOUS EXPENSE	2,160.90	2,200.00	652.79	2,200.00	0.00	0%
114-433.000-706.027	BOOT & JACKET ALLOWANCE	989.18	1,000.00	335.92	1,000.00	0.00	0%
114-433.000-706.028	SMALL TOOLS	32.35	1,500.00	849.18	1,500.00	0.00	0%
114-433.000-706.029	MAIN OF BLDG/STRUCTURES/GRDS	9,069.28	25,000.00	-1,772.45	25,000.00	0.00	0%
114-433.000-706.036	MEMBERSHIPS,DUES,BOOKS,ETC	1,306.64	1,800.00	2,034.33	2,000.00	200.00	11%
114-433.000-706.038	STAFF DEVELOPMENT	3,719.16	4,500.00	3,540.79	4,500.00	0.00	0%
114-433.000-706.050	SAFETY EQUIPMENT	613.55	2,800.00	1,316.68	2,800.00	0.00	0%
114-433.000-706.054	DEBT SERVICES	71,757.45	387,000.00	33,170.76	387,000.00	0.00	0%
114-433.000-706.056	STATE/COUNTY FEES	24,178.88	19,000.00	27,868.94	30,000.00	11,000.00	58%
114-433.000-706.073	UNIFORMS & RAGS	2,240.57	2,500.00	1,722.06	2,500.00	0.00	0%
114-433.000-706.999	BAD DEBTS	25,096.33	0	12,614.56	0	0.00	0%
114-433.000-707.003	EQUIPMENT/PROJECTS	0	38,000.00	0	0	-38,000.00	-100%
114-433.000-708.004	MIS EMPLOYEE BENEFITS	1,899.87	0	-40,313.17	0	0.00	0%
114-433.000-708.005	MEDICARE	3,574.55	3,400.00	3,282.64	3,500.00	100.00	3%
114-433.000-708.006	PERS RETIREMENT	51,178.08	61,700.00	54,736.10	69,500.00	7,800.00	13%
114-433.000-708.007	PAYROLL TAXES	1,925.00	1,900.00	1,994.99	1,900.00	0.00	0%
114-433.000-708.008	HEALTH DENTAL VISION INSURANCE	80,188.90	83,100.00	78,442.65	84,700.00	1,600.00	2%
114-433.000-708.009	NATIONAL RETIREMENT	25,584.00	23,600.00	23,377.44	23,600.00	0.00	0%
114-433.000-708.010	SELF INS. PREMIUM	43,862.71	47,500.00	40,269.49	46,600.00	-900.00	-2%
114-433.000-708.012	DEFERRED COMPENSATION	1,950.00	2,000.00	1,762.50	2,000.00	0.00	0%
114-433.000-999.000	TRANSFERS OUT	987,232.43	796,900.00	325,692.46	871,800.00	74,900.00	9%
Total WATER COLLECTION:		**2,643,627.94**	**2,577,400.00**	**1,372,456.78**	**2,635,500.00**	**58,100.00**	**2%**

WATER FUND Revenue Total:	2,518,714.02	2,219,900.00	2,138,372.75	2,269,200.00	49,300.00	2%
WATER FUND Expenditure Total:	2,643,627.94	2,577,400.00	1,372,456.78	2,635,500.00	58,100.00	2%
Net SURPLUS/(DEFICIT) WATER FUND:	**-124,913.92**	**-357,500.00**	**765,915.97**	**-366,300.00**	**-8,800.00**	**2%**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.2

SECTION 4: WORKSHOP

Meeting Date:	June 9, 2020
Subject:	Workshop: Law Enforcement Services Agreement
From:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council receive the information provided in the workshop and ask questions or raise concerns as necessary.

SUMMARY

Since 1995, the City of Riverbank has been receiving exceptional service from the Stanislaus County Sheriff's Department. The Riverbank Police Services Deputies are responsible for providing general law enforcement services as well as the protection of life and property for all city residents. In addition, the Riverbank Police Services offers investigation, traffic enforcement, records management, and community resource law enforcement services.

The City of Riverbank has benefited greatly from its on-going relationship with the Stanislaus County Sheriff's Department. When necessary, the City's services are augmented by the specialty services provided by the Sheriff's Department such as:

- SWAT Team
- Hostage Negotiations Team
- Dive Team
- Bomb Team
- Aero-Squadron
- K-9 Unit
- Special Vehicle Operations Unit
- Mounted Unit

In addition to law enforcement services, Stanislaus County also provides SR911 Dispatch Services through its call center which aides in being able to coordinate efforts with other agencies within the County.

In June of 2015 the Riverbank City Council approved a new “Law Enforcement Services Agreement” with Stanislaus County for the period of June 1, 2015 – June 30, 2020. In early 2020, City Managers from each of the Cities in Stanislaus County who contract for Law Enforcement Services (Riverbank, Hughson, Waterford and Patterson) began the process of negotiating collectively the terms of an updated contract which (if approved) would take place starting July 1. The culmination of this effort is a new four (4) year agreement for a term beginning July 1, 2020 through June 30, 2024.

The purpose of this workshop is to highlight the contract and give the Council and community the opportunity to review the document in advance of any Council decision on the contract. The draft contract is attached for Council review. It is anticipated that the Stanislaus County Board of Supervisors will consider this contract at one of their Board Meetings in June.

The major provisions of the contract are substantively similar (or in many cases exactly the same) as the previous contract. Stanislaus County will continue to provide the same services they have been traditionally been responsible for as part of their direct and indirect law enforcement roles. The key issues discussed during negotiation revolved around control of cost, staffing, operational and administrative matters.

Some of the key information includes:

Staffing: Staffing will be as follows. If the City chooses to add staff the City is responsible for the cost of adding the requested staff and those additional staff will be added to this current list.

Position	Schedule	FTE	Backfill
Chief – 8 hrs	5 days/week	1.00	No
Sergeant – Patrol 12hrs	One on Day shift per squad	2.00	No
Deputy Sheriff (Patrol) - 12hrs	Two Days, One Swing, Two Graves per squad; Backfill only for 2 deputies at all times	10.00	Yes
Deputy Sheriff (Detectives) - 10hrs	Three - 4 days/week	3.00	No
Deputy Sheriff (Traffic) - 12hrs	One on Days per squad and one rotating	3.00	No
Community Svcs Officer - 10hrs	4 days/week	1.00	No
Legal Clerk I/II/III - 8hrs	5 days/week	2.00	No
Supervising Legal Clerk I/II - 8hrs	5 days/week	1.00	No

Cost: The table below shows the general anticipated budget/rates associated with the contract. The total increase over the term shows approximately a 3% yearly increase in cost each year. This table does not assume additional deputies but the contract allows for addition of staff during the term of the agreement. Staff is in the process of proposing Council consideration of addition of an additional sworn Deputy for the FY 20/21 budget which would raise the sworn ratio to .81 officers per 1000 population up from the current .77 ratio.

EXHIBIT B
CITY OF RIVERBANK CONTRACT RATES

	Budget 2020/2021	Est Budget 2021/2022	Est Budget 2022/2023	Est Budget 2023/2024
Salaries and Benefits	3,283,194	3,375,748	3,477,021	3,581,332
Overtime	319,815	329,409	339,291	349,470
Extra Help	22,613	23,291	23,990	24,710
Services and Supplies	71,263	72,901	74,577	76,292
SR911 Dispatch services	298,079	307,021	316,232	325,719
Other Charges (County CAP's)	100,512	110,097	112,629	115,219
Transcription Costs	12,000	12,360	12,731	13,113
Vehicle Replacement Costs	190,980	196,709	202,610	208,688
Total Cost of City Contract	**4,298,456**	**4,427,536**	**4,559,081**	**4,694,543**
City LE Svcs	4,276,826	4,405,257	4,536,134	4,670,908
Security Svcs/Contractual Events	21,630	22,279	22,947	23,635
Total Revenue	**4,298,456**	**4,427,536**	**4,559,081**	**4,694,543**

Staffing Shortages: In an effort to address periodic staffing shortages regionally one new component of the contract allows for some flexibility to the contract which could mean temporary reallocation of Deputies in specific circumstances. Typically the City of Riverbank has not experienced issues assisting with flexible staffing of law enforcement when the need arises (including mutual aid situations etc). The language in the contract proposed is as follows:

"Staffing Shortage. Should the Sheriff declare a Deputy staffing shortage, Sheriff staff will meet and confer in good faith with the City Managers to discuss a temporary adjusted staffing plan for the cities to help mitigate county wide impacts of the staffing shortage. The plan will ensure that safety is maintained and that the impact of the staffing shortage is equitable between cities. The plan will consider City population, total allocated positions and the officer to

population ratio for each city. The Sheriff will have the ultimate authority for staffing changes and will report any long-term shift deployment changes related to a staffing shortage to the City Council including any anticipated savings to the city in associated salary costs. "

As stated previously, the remainder of the terms remain generally unchanged from previous contracts. Staff's opinion of the partnership with the Sheriff's Department is overwhelming positive and is evident in the ongoing excellent services that RPS provides to the City of Riverbank.

FINANCIAL IMPACT

General fund total impact of approximately $4.298 million increasing to approximately $4.694 million by the end of the contract in 2024. This impact could increase or periodically decrease depending on a variety of factors (added staff, added cost related to collective bargaining agreements, vacant positions, tenure and salary range of Deputies assigned to Riverbank etc).

The public benefit fund currently is funding one Deputy position and is anticipated to take on additional positions in the coming fiscal years. If the public benefit fund remains healthy it will allow for additional staffing at RPS should Council choose to authorize those expenditures.

ATTACHMENTS

1. Draft Law Enforcement Services Contract with Stanislaus County

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Riverbank

July 2020 – June 2024

STANISLAUS COUNTY

LAW ENFORCEMENT SERVICES

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Riverbank, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

RECITALS

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1, Title 5, sections 51300, *et seq*., and Chapter 5, Division 7, Title 1, sections 6500, *et seq*., and section 55632 of the Government Code of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>Term</u>. The Term of this Agreement shall be July 1, 2020, through June 30, 2024 (the "Term") unless sooner terminated or extended as provided for herein.

    a. <u>Extension</u>. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.

2. <u>Termination</u>. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.

    a. <u>Transition Plan</u>. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.

3. <u>Law Enforcement Services</u>.
    a. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statues of the State of California, and under the municipal codes of the City. The County shall provide only those general

law enforcement services set forth in the General Law Enforcement Services Request attached hereto as Exhibit A.

b. Ancillary Services. Sheriff's units related to the following services will be provided to City as an integral part of the law enforcement services described above and are included in the cost of such services. These services include but are not limited to: Case, property and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, reserve program, payroll, finance and training.

c. Additional Ancillary Services. The following services are provided to the City as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons and Tactics (SWAT), Air Support Unit (ASU), Bomb Team, Major Accident Investigations Team (MAIT) and Hostage Negotiations Team (HNT).

d. Dispatch Services. The City shall use the same dispatch services utilized by the Sheriff and the City's proportionate share will be allocated in this agreement.

e. Excluded Services. Any services of which the County may be a party such as Joint Power Agreements (JPA's) or task force MOU's, such as, Sheriff's Investigation Unit (SIU), StanCATT and HIDTA.

f. No later than July 1 of each year, the City and the County shall sign new Exhibits A & B and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request making a reasonable effort to accommodate the service level change and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

g. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

a. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime, response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.

b. Media Releases. The County may prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

a. Contract Amount.

i. City shall pay for County's actual cost to provide the City the general law enforcement services set forth in Exhibits A & B. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves. The City shall pay its share of the accumulated leave accrual for any employee who leaves the County based upon the percentage of time assigned to the City of the total actual leave accrual.

1. County has historically not charged administrative overhead costs incurred by the County required to provide services to the City. These costs include, but are not limited to administration, information technology, internal affairs, human resources, backgrounds, payroll, finance, property and evidence, records and crime scene identification. Although the County is not at this time requesting the City to pay these administrative overhead costs, the County may require these costs be paid in the future. If the County requires these costs during the term of this Agreement, the parties shall meet and confer, and the costs would be capped at two percent of the budgeted salary and benefit and services and supplies costs as stated in Exhibit B.

ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit B, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit B accordingly.

iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit B and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County's liability or workers' compensation programs are changed at a time not coincident with the close of the fiscal year, the reimbursement rates for County's liability program set for in Exhibit B shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.

iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.

b. Billing.

i. 30 days after the close of each calendar month, County shall deliver to City a statement covering the actual costs of the prior month and City shall pay County the amount stated thereon within 30 days after receipt of the statement.

ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code. If any amount due to County from City is not received by County within 30 days after the date of billing, County may satisfy such indebtedness from any and all funds of City collected by County, after making a reasonable effort to communicate with the City verbally and after giving written notice to City of County's intention to do so.

6. Revenues.

   a. All revenue currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue except for the sources listed below.

      i. Due to changes to the Guide of Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, cities that contract with police services will no longer be eligible to use the City's NCIC number and hold funds for asset forfeiture purposes. County will model the same process for any State Forfeiture cases. City agrees all equitable sharing funds will be retained by the County for law enforcement related expenses. County will make a good faith effort to use asset forfeiture funds towards equipment or other law enforcement needs in the City that those funds were seized. The use of asset forfeiture funds shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.

      ii. If there are Sheriff services conducted above and beyond the base agreement for cannabis related cases inside the City limits, the County will absorb the costs into the County's Cannabis Program. If the City collects any fees or fines related to the case, the City will reimburse the County for the actual costs associated minus a 10% administrative fee for the City.

7. Organization. County will provide the services to be performed herein through the following staffing:

   a. Chief of Police.

      i. Appointment Process. The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police"). The term of the Chief assignment is three (3) years. This assignment may be extended for an additional year beyond the identified term based on mutual agreement of both parties.

      ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30 days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60 days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(a)(i).

iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.

b. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus County Sheriff's Supervisors Association (SCSSA) MOU or as agreed upon by all parties.

c. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus Sworn Deputy Association (SSDA) MOU or as agreed upon by all parties.

d. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A. The term of the assignment will be consistent with each bargaining unit's MOU or as agreed upon by all parties.

8. Administration of Personnel.

a. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:

i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.

ii. No officer, employee or department of County shall perform for City any law enforcement service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for County.

iii. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.

iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.

v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but no limited to, officer complaints, discipline, promotion and duty assignments.

vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SCSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: The City Manager, the Mayor, or City Council member.

vii. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.

viii. In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive.

b. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

c. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

d. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

e. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.

f. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs to City. The term of an employee's assignment will comply with the applicable Personnel MOU.

g. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary Patrol") is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County detention facility, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.

   i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.

   ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life-threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.

h. Staffing Shortage. Should the Sheriff declare a Deputy staffing shortage, Sheriff staff will meet and confer in good faith with the City Managers to discuss a temporary adjusted staffing plan for the cities to help mitigate county wide impacts of the staffing shortage. The plan will ensure that safety is maintained and that the impact of the staffing shortage is equitable between cities. The plan will consider City population, total allocated positions and the officer to population ratio for each city. The Sheriff will have the ultimate authority for staffing changes and will report any long-term shift deployment changes related to a staffing shortage to the City Council including any anticipated savings to the city in associated salary costs.

9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

   a. Municipal Authority. The City hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances with City boundaries.

   b. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.

c. Supplies. The City shall supply at its own cost and expense any special stationery, supplies, notices, forms, logos, insignias, name tags, badges and/or uniforms which are to be issued in the name of the City.

d. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishing, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

a. Vehicles.

i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements are identified in the original agreement that was entered into and will remain on file by both County and City.

ii. Under termination of this Agreement the County will transfer to the City title for vehicles like those identified as the vehicles originally transferred to the County, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same functionality, upgrades and mileage within ±5,000 miles of the current mileage of the vehicle in use. Any vehicle being leased by the County at the time of termination that is assigned to City, will not be replaced but the City will be provided the option of taking over the lease from County if no other similar vehicle is available.

iii. Vehicle ownership will be retained by the entity (City or County) that purchase the vehicle and is currently carrying ownership via the vehicle registration.

iv. Vehicles shall be used to provide law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies. City markings with any decal or special signage is allowable if approved by the Chief of Police.

v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes but is not limited to fuel maintenance, replacement costs, financing costs, fleet services and costs of insurance. A flat rate will be calculated by the average number of miles driven and the Fleet Services operating cost rate.

vi. County shall invoice City annually for Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on an average mileage usage basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. If the vehicle is purchased by the City, the vehicle would be excluded from the vehicle mileage rate. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit B and shall be updated each fiscal year by the County.

vii. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The June 16, 2015, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles		100,000
Sedan, passenger minivans (Detectives/Chief)	8	
Light truck/van, medium truck	10	

Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable and meets all required emission standards.

Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

b. Motorcycles.

i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).

ii. Motorcycles(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.

iii. Motorcycles will be maintained by County regardless of ownership. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s).

iv. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

c. Equipment.

i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.

ii. Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.

iii. Safety equipment (firearms, uniforms, leather gear, tasers, etc.) ownership will be retained by the County.

iv. All other miscellaneous law enforcement equipment (radar/lidar, shields, bicycles, etc.) ownership will be retained by entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.

v. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.

vi. Upon termination, and subject to the Transition Plan referred to in section 2 of this Agreement, the County will return to the City those items identified in the original agreement or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.

11. Liability and Indemnification.

a. County's Obligation. City, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for City, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

b. City's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, nor for any dangerous condition of the streets, public work, or property of City, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

c. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.

d. Injuries to County Employees. Notwithstanding the forgoing, County warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, County shall not pursue any action against City, including , but not limited to an action for subrogation, if a County employee performing service pursuant to this Agreement obtains workers' compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of City, its officers and/or employees, or dangerous conditions of the street or property of City.

12. Default.

a. Cure. In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least 30 days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties shall have the right to then pursue any and all available legal remedies.

b. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. Attorney Fees. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including the cost of expert and attorneys' fees.

14. Notices.

a. Any notice or notices provided for by this Agreement to be given or served upon the County shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
Stanislaus County Sheriff's Department
250 E. Hackett Rd
Modesto, CA 95358

b. Any notice or notices provided for by this Agreement to be given or served upon the City shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
City of Riverbank
6707 Third Street
Riverbank, CA 95367

15. Audits.

a. Pursuant to Government Code section 8546.7, City and County shall be subject to examinations and audit by the State Auditor for a period of 3 years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said 3-year period as a minimum.

b. County agrees that relevant records shall be made available to the City to audit and examine if the City requests such audit and examination by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and examination.

16. Necessary Acts. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.

17. Designations. County designates the Sheriff of Stanislaus County, or his/her designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his/her designee, to represent City in all matters pertaining to the administration of this Agreement. Both City and County will provide the full cooperation

and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Modification Only in Writing.

    a. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.

    b. With the limitations set forth below, Sheriff, on behalf of the County, and City Manager, on behalf of City, are authorized to execute written amendments to this Agreement to increase or decrease the level of service as set forth in Exhibit A, when Sheriff and City Manager mutually agree that such increase or decrease in the level of service is appropriate. Amendments to this Agreement executed by County and City may not, in the aggregate, increase or decrease the cost of services payable by City by more than three percent (3%) of the total cost originally set forth in Exhibit C. Prior approval by County's Board of Supervisors and City's Counsel is required before execution of these amendments.

19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

20. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. Precedence. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.

22. No Third-Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.

23. Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

24. Duplicate Counterparts. The Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax of photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

____
Kristin Olsen
Chairwoman

ATTEST:

____
Elizabeth King
Clerk of the Board

APPROVED AS TO CONTENT:

____
Jeff Dirkse
Sheriff - Coroner

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

____
Robert J. Taro
Assistant County Counsel

CITY OF RIVERBANK

____
Richard D. O’Brien
Mayor

ATTEST:

____
Annabelle Aguilar
City Clerk

APPROVED AS TO CONTENT:

____
Sean Scully
City Manager

APPROVED AS TO FORM:

____
Tom Hallinan
City Attorney

EXHIBITS A & B

LAW ENFORCEMENT SERVICES AGREEMENT

City of Riverbank

July 2020 – June 2024

EXHIBIT A

CITY OF RIVERBANK
GENERAL LAW ENFORCEMENT
SERVICE LEVEL REQUEST

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing level described below.

2. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit B and accept those rates.

3. Special Events. The City shall pay the cost of law enforcement services for the annual Cheese and Wine Festival.

4. Staffing Level. The staffing level which will be provided is as follows:

Position	**Schedule**	**FTE**	**Backfill**
Chief – 8 hrs	5 days/week	1.00	No
Sergeant – Patrol 12hrs	One on Day shift per squad	2.00	No
Deputy Sheriff (Patrol) - 12hrs	Two Days, One Swing, Two Graves per squad; Backfill only for 2 deputies at all times	10.00	Yes
Deputy Sheriff (Detectives) - 10hrs	Three - 4 days/week	3.00	No
Deputy Sheriff (Traffic) - 12hrs	One on Days per squad and one rotating	3.00	No
Community Svcs Officer - 10hrs	4 days/week	1.00	No
Legal Clerk I/II/III - 8hrs	5 days/week	2.00	No
Supervising Legal Clerk I/II - 8hrs	5 days/week	1.00	No

5. Facilities. The City shall provide the existing police facility at 6727 Third Street, Riverbank for the County to conduct law enforcement services. If police are moved to a new facility, move will be approved by the Sheriff.

APPROVED AND ACCEPTED BY:

STANISLUAS COUNTY SHERIFF

____

Jeff Dirkse
Sheriff – Coroner

Date:________________________

CITY MANAGER

____

Sean Scully
City Manager

Date:______________________________

EXHIBIT B
CITY OF RIVERBANK CONTRACT RATES

	Budget 2020/2021	Est Budget 2021/2022	Est Budget 2022/2023	Est Budget 2023/2024
Salaries and Benefits	**3,283,194**	**3,375,748**	**3,477,021**	**3,581,332**
Overtime	**319,815**	**329,409**	**339,291**	**349,470**
Extra Help	**22,613**	**23,291**	**23,990**	**24,710**
Services and Supplies	**71,263**	**72,901**	**74,577**	**76,292**
SR911 Dispatch services	**298,079**	**307,021**	**316,232**	**325,719**
Other Charges (County CAP's)	**100,512**	**110,097**	**112,629**	**115,219**
Transcription Costs	**12,000**	**12,360**	**12,731**	**13,113**
Vehicle Replacement Costs	**190,980**	**196,709**	**202,610**	**208,688**
Total Cost of City Contract	**4,298,456**	**4,427,536**	**4,559,081**	**4,694,543**
City LE Svcs	**4,276,826**	**4,405,257**	**4,536,134**	**4,670,908**
Security Svcs/Contractual Events	**21,630**	**22,279**	**22,947**	**23,635**
Total Revenue	**4,298,456**	**4,427,536**	**4,559,081**	**4,694,543**

Staffing	
Lieutenant/Chief (No Backfill)	1.00
Sergeant (No Backfill)	2.00
Deputy Sheriff/Patrol (Backfill)	10.00
Deputy Sheriff/Traffic (No Backfill)	3.00
Deputy Sheriff/Detective (No Backfill)	3.00
Deputy Sheriff/SRO (No Backfill)	0.00
Community Services Officer (No Backfill)	1.00
Supervising Legal Clerk (No Backfill)	1.00
Legal Clerk (No Backfill)	2.00
Total Officers including Lieutenant	19.00
Officers per 1,000 based on Population of 24,740	0.77

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	June 9, 2020
Subject:	The First Reading and Introduction of a Proposed **Ordinance** Approving a Development Agreement By and Between the City Of Riverbank and Canna Mart, LLC, a California Limited Liability Corporation Doing Business as Canna Mart
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which initiates the second reading of the ordinance at the July 28, 2020, regular City Council meeting or soon thereafter to consider its adoption.

SUMMARY

Rajwinder and Bobby Bal ("The Applicants"), representing Canna Mart, LLC ("The Owner") are requesting a Development Agreement and Conditional Use Permit to allow for a commercial cannabis dispensary to be constructed at 2667 Patterson Road (Highway 108). The project site has an existing general plan land use designation of Community Commercial (CC), and is zoned General Commercial (C-2).

The project site is surrounded by a mix of uses, including commercial and residential uses. The Project site is located mid-block with a residential care facility to the east; Patterson Road, a car wash, a residence, and a trucking company to the south; vehicle repair and a residence to the west; and an alley with residential housing to the north. The proposed project site is not within 600 feet of any school, day care facility, or youth center.

The Applicants are proposing to construct a cannabis dispensary with retail delivery in a new building which will require future Architecture and Site Plan Review by the Planning Commission if approvals are obtained for a Development Agreement (DA) and Conditional Use Permit (CUP). In anticipation of a positive outcome, the applicants have submitted concept site and floor plans to city staff for preapplication review comments towards a formal application submittal. The submittal and approval of landscape and irrigation plans is a condition of project approval.

The Planning Commission at their regular meeting of May 19, 2020 with a vote of 4-1 recommended that the City Council approve Development Agreement 03-2020 with Resolution 2020-004. They also approved with a vote of 4-1 Conditional Use Permit 02-2020 with Resolution 2020-005 (Attachment 3).

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 #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 banned all commercial cannabis activities within 600 feet from a school, licensed day care facility, or youth center. The project site is over 600 feet from Riverbank Language Academy on Estelle Avenue.

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

The applicant is proposing to establish a cannabis dispensary called Canna Mart to be located at 2667 Patterson Road (Attachment 4). The proposed project site is zoned General Commercial (C-2) and therefore is in conformance with Ordinance 2017-007, listed above. The Applicants are proposing to conduct a commercial cannabis dispensary with delivery service in a new, approximately 5,100 sf building (Attachment 5) on a 13,739 sf vacant lot.

Canna Mart plans to be open from 9:00 am to 10:00 pm daily and will employ approximately 15 employees. The business will feature a waiting room, security office, manager and employee offices, sales area, and storage. Security will be provided by Aztlan Security Services, Inc. of Upland California using only licensed California Bureau of Security and Investigative Services (BSIS) guards. Very detailed security plans have been submitted and reviewed by staff.

Development Agreement -

Canna Mart, LLC seeks to enter into a development agreement with the City for the purpose of operating a commercial cannabis dispensary called Canna Mart. Canna Mart, LLC owns and proposes to operate Canna Mart at that certain real property located at 2667 Patterson Road in the City of Riverbank, Assessor's Parcel Number 075-009-053.

The major elements of the development agreement are summarized below:

- The term of the agreement is three (3) years.
- Canna Mart proposes the operation of a medicinal and adult use cannabis dispensary business.
- Canna Mart plans to operate within approximately 5,100 square feet of new space for the dispensary.
- The project would provide Canna Mart with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. Canna Mart 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 Mart will pay to the City a Public Benefit of:
    - $10,000 or five percent (5%) of gross receipts from operations, whichever is greater, each month for the first six (6) months following occupancy of the new building and commencement of the Conditional Use Permit; and
    - $15,000 or five percent (5%) of gross receipts from operations, whichever is higher, for months seven (7) through twelve (12) following occupancy of the new building and commencement of the Conditional Use Permit; and
    - $20,000 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.

In accordance with Government Code section 65864 *et seq*, the City Council must find that the Development Agreement:

- Is consistent with the objectives, policies, general land uses, and programs specified in the Riverbank General Plan and any applicable specific plan. *The Project has been found to be consistent with the General Plan policies listed below:*
  - *Policy LAND-4.2: The City will encourage the revitalization of existing commercial areas through flexible development standards, public investment, property assemblage, incentives, streamlined entitlement processes, catalyst projects, public-private partnerships, and other means.*

  - *Policy ED-7.3: The City will pursue locally-oriented commercial uses that are currently underserved in Riverbank, and expand upon the existing base of local-serving retail and service establishments as population increases create additional market demand.*

- 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. *A security plan ensures that Canna Mart's activities will not be detrimental to the health, safety, and general welfare of residents within the neighborhood and within the City.*

- Will not adversely affect the orderly development of property or the preservation of property values. *Since Canna Mart would be constructing a new building on a vacant lot in a neighborhood of mostly commercial structures, it can be seen with certainty that the project will not adversely affect the orderly development of the property or the preservation of property values. In fact, the development of this property could help spur redevelopment on neighboring properties on Patterson Road.*

- Is consistent with the provisions of Government Code sections 65864 through 65869.5. *The project is consistent with the provisions of Government Code sections 65864 through 65869.5 in that a Development Agreement will provide assurance to the applicant that upon approval of the project, the applicant may proceed with the project under existing codes and policies and that the project is not located in an area with a local coastal program.*

- Contains a legal description of the property. *The Development Agreement contains Exhibit A, a legal description of the property.*

The Planning Commission at their regular meeting of May 19, 2020 with a vote of 4-1 recommended that the City Council approve Development Agreement 03-2020 with Resolution 2020-004 (Attachment 3).

<u>Conditional Use Permit -</u>

A Conditional Use Permit must be obtained pursuant to the Development Agreement. Planning Commission Resolution No. 2020-005 contains conditions of approval with which the business must comply. Besides compliance with all regulations and code requirements of both the City and the State, conditions include hours of construction for the proposed building and improvements, exterior lighting conditions, and a hold harmless section. The Planning Commission at their regular meeting of May 19, 2020 with a vote of 4-1, approved Conditional Use Permit 03-2020 with Resolution 2020-005 (Attachment 3).

<u>PLANNING COMMISSION</u>

On May 19, 2020, the Planning Commission held a duly noticed public hearing by Zoom and livestream YouTube to consider the proposed Project. Five (5) Planning Commissioners and one (1) Alternate Commissioner called in for this meeting, including Chairman Fenrich, Vice Chair Stewart, Commissioner Link, Commissioner Basso, Commissioner Dinan, and Alternate Commissioner Reuben. The staff report and attachments were placed on the City's website on May 6, 2020 to ensure citizens had extra time to review the materials and email comments to staff. There was one email with comments against the project (Attachment 6) submitted in the weeks leading up to the Planning Commission meeting and there weren't any emails received during the meeting. There were no phone-in comments during the meeting.

<u>ENVIRONMENTAL DETERMINATION</u>

The Canna Mart project is categorically exempt under Article 19 Section 15332 (a-e) Class 32, In-Fill Development Projects pursuant to CEQA Guidelines. The project is: a) consistent with the General Plan and Zoning of the property; b) occurs within city limits on property less than 5 acres; c) has no value as habitat; d) would not result in significant impacts to the neighborhood; and e) can be adequately served by all required utilities and public services.

<u>FISCAL IMPACT</u>

The project would provide Canna Mart with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. Canna Mart, LLC 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.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next few years. The completion of development agreements for cannabis activities was 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 May 6, 2020 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. The staff report and attachments were posted on the City's website the same day. On May 6, 2020, 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 that the City Council consider whether or not to approve 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.

ALTERNATIVES

The City Council's options regarding the Project include:

1. Motion to introduce the DA Ordinance for first reading; or
2. Continue introduction of the DA Ordinance for first reading to the next regular City Council meeting, with changes or revisions provided by the City Council; or
3. Deny the Project.

ATTACHMENTS

1. Draft Ordinance 2020-XXX to adopt the Development Agreement
2. Draft Development Agreement with exhibits
3. Planning Commission Resolutions 2020-004 (DA) and 2020-005 (CUP)
4. Project Site
5. Conceptual Floor Plan
6. Public Comment letter

CITY OF RIVERBANK
ORDINANCE NO. 2020-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERBANK AND CANNA MART, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION DOING BUSINESS AS CANNA MART

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, Canna Mart, LLC, a California limited liability company doing business as "Canna Mart" submitted an application to the City for consideration of a development agreement to operate a cannabis retail facility with retail delivery (the "Project"); and

WHEREAS, Canna Mart, LLC 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 Mart, LLC has agreed to purchase that certain real property located at 2667 Patterson Road in the City of Riverbank, Assessor's Parcel Number 075-009-053 on which Canna Mart, LLC intends to develop the Project; and

WHEREAS, City and Canna Mart, LLC 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 15332 (a-e) of Article 19 of the California Code of Regulations applicable to in-fill development projects; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 19, 2020, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, on June 9, 2020, and June 23, 2020, 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 Canna Mart, LLC., a California limited liability corporation doing business as Canna Mart, 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 on May 27, 2020, 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 on May 21, 2020, 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 15332 (a-e) of Title 14 of the California Code of Regulations applicable to in-fill development projects.

SECTION 5. Severability. 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 (04/24/2020), 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 03/10/2020. 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 9th day of June, 2020; motioned by Councilmember ____________, seconded by Councilmember _______________, and moved said ordinance by a City Council roll call vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

____
Tom P. Hallinan, City Attorney

r

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 9th day of June 2020, by and between the **CITY OF RIVERBANK**, a California municipal corporation ("City"), and **CANNA MART, LLC,** a California limited liability company doing business as **CANNA MART** ("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 Dispensary, as defined in Section 2.3 of this Agreement, in strict accordance with California Cannabis Laws, as defined in Section 1.4(k) of this Agreement 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 City for consideration of any development agreement.

H. Developer submitted an application to City for consideration of a development agreement for the Project.

I. Developer is in contract to purchase that certain real property located at 2667 Patterson Road, Riverbank, CA 95367 in the City of Riverbank, County of Stanislaus, State of California, Assessor's Parcel Number 075-009-053 of which Developer intends to develop approximately 5,100 square feet of structure (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 purchased the Site for the purpose of operating the Project. A copy of the purchase contract 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 August 22, 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.

M. Government Code section 65867.5 and the City Development Agreement Resolution require the Planning Commission hold a public hearing to review an application for a development agreement.

N. On May 19, 2020, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.

O. On May 19, 2020, the Planning Commission recommended the City Council adopt Ordinance No. 2020-XXX, which would allow Developer to operate the Project at the Site.

P. On June 9, 2020, 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. 2020-XXX.

Q. This Agreement is entered into pursuant to the Development Agreement Statute and the City Development Agreement Resolution.

R. 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.

S. The Parties intend, through this Agreement, to allow Developer to develop and operate the Project in accordance with the terms of this Agreement.

T. The City Council has determined that this Agreement is consistent with City's General Plan and has 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:

Designation	**Description**
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Site Purchase Agreement
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 Canna Mart, LLC, a California limited liability company doing business as Canna Mart. 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.

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

(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 10 license” or “Retail” means a state license issued by the Bureau pursuant to the California Cannabis Laws for the retail sale of cannabis and cannabis products.

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 three (3) 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, (d) Conditional Use Permit, and (e) 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 Twenty Thousand Dollars ($20,000) 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 10	Retailer
Type 11	Distribution

Developer shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement, during the time Developer is applying for the Authorized License with the applicable State Licensing Authority and extending indefinitely thereafter until such time as Developer, and/or its successor in interest, determines to wind up the business of Developer. 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 are 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 (1st) Business Day, of the 1st Month Following Occupancy of the new building and Commencement of the Conditional Use Permit.	$10,000 or 5% of Gross Receipts from Operations each month, whichever is greater ("Tier 1 Amount").
1st Business Day, of the Seventh (7th) Month Following Occupancy of the new building and Commencement of the Conditional Use Permit.	$15,000 or 5% of Gross Receipts from Operations each month, whichever is greater ("Tier 2 Amount").
1st Business Day, of the Thirteenth (13th) Month Following Commencement of the Conditional Use Permit Through the End of the Term.	$20,000 or 5% of Gross Receipts from Operations each month, whichever is greater ("Tier 3 Amount").

(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 fails 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, "<u>City's Agents</u>") 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 ("<u>Indemnification Agreement</u>") 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 waives all claims for damages against City for breach of this Agreement. Developer further acknowledges 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 waives 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 acknowledges 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 waives 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:	Canna Mart LLC Bobby & Rajwinder Bal 2039 Yosemite Blvd Modesto, CA, 95354

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: _________________, 2020

CITY OF RIVERBANK, CA
a California Municipal Corporation

By: _________________________
Sean Scully
City Manager

Attest:

By: _________________________
Annabelle Aguilar
City Clerk

(Ordinance No. 2020-xxx)

Approved to as Form

By:_________________________
Tom Hallinan
City Attorney

"DEVELOPER"

Date:___________________, 2020

Canna Mart, LLC
a California Limited liability company

By: ______________________________
Bhupinder Bal
Managing Partner

California All-Purpose Acknowledgment

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

State of California)
)
County of____________________)

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

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

Witness my hand and official seal.

____
(Signature)

(Seal)

California All-Purpose Acknowledgment

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

State of California)
)
County of____________________)

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

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

Witness my hand and official seal.

____
(Signature)

(Seal)

Exhibit A

Legal Description

Real Property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

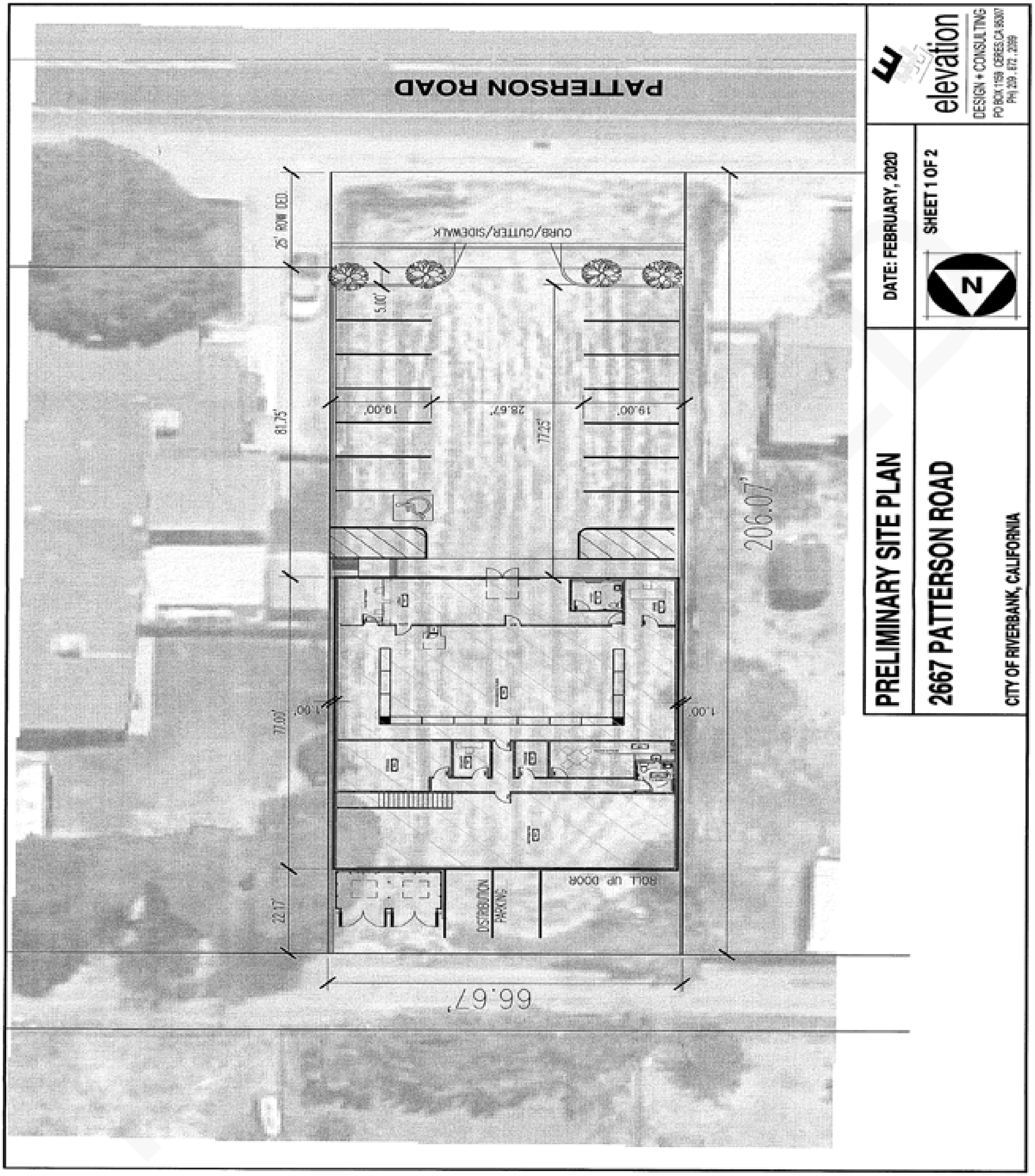
ALL THAT PORTION OF LOT 87 OF RIVERBANK ACREAGE TRACT, AS PER MAP THEREOF, FILED MARCH 23, 1912 IN VOLUME 6 OF MAPS, AT PAGE 33, STANISLAUS COUNTY RECORDS, DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 87 AND RUNNING THENCE NORTH 89 DEGREES 03' WEST ALONG THE SOUTH LINE OF SAID LOT 87 OF RIVERBANK ACREAGE TRACT, A DISTANCE OF 66.67 FEET TO THE POINT OF COMMENCEMENT OF THIS DESCRIPTION; SAID POINT BEING THE SOUTHWEST CORNER OF TRACT CONVEYED TO SHIRLEY A. PARSONS AND IVA M. PARSONS, HUSBAND AND WIFE, AS JOINT TENANTS, BY DEED RECORDED SEPTEMBER 6, 1940, AS INSTRUMENT NO. 10574; THENCE CONTINUING NORTH 89 DEGREES 03' WEST ALONG THE SOUTH LINE OF SAID LOT 87, A DISTANCE OF 66.67 FEET TO A POINT; THENCE NORTH 1 DEGREE 05' EAST AND PARALLEL TO THE WEST LINE OF SAID LAND OF PARSONS, A DISTANCE OF 206.7 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 88 DEGREES 55' EAST ALONG THE NORTH LINE OF SAID LOT 87, A DISTANCE OF 66.67 FEET TO THE NORTHWEST CORNER OF LAND SO CONVEYED TO PARSONS; THENCE SOUTH 1 DEGREE 05' WEST ALONG THE WEST LINE OF SAID LAND OF PARSONS, A DISTANCE OF 205.91 FEET TO THE POINT OF COMMENCEMENT.

APN: 075-009-053-000

Exhibit B

Site and Floor Plan


PATTERSON ROAD
PRELIMINARY SITE PLAN
2667 PATTERSON ROAD
CITY OF RIVERBANK, CALIFORNIA
DATE: FEBRUARY, 2020
SHEET 1 OF 2
N
elevation
DESIGN + CONSULTING
CURB/GUTTER/SIDEWALK
ROLL UP DOOR
DISTRIBUTION PARKING
206.07'
66.67'

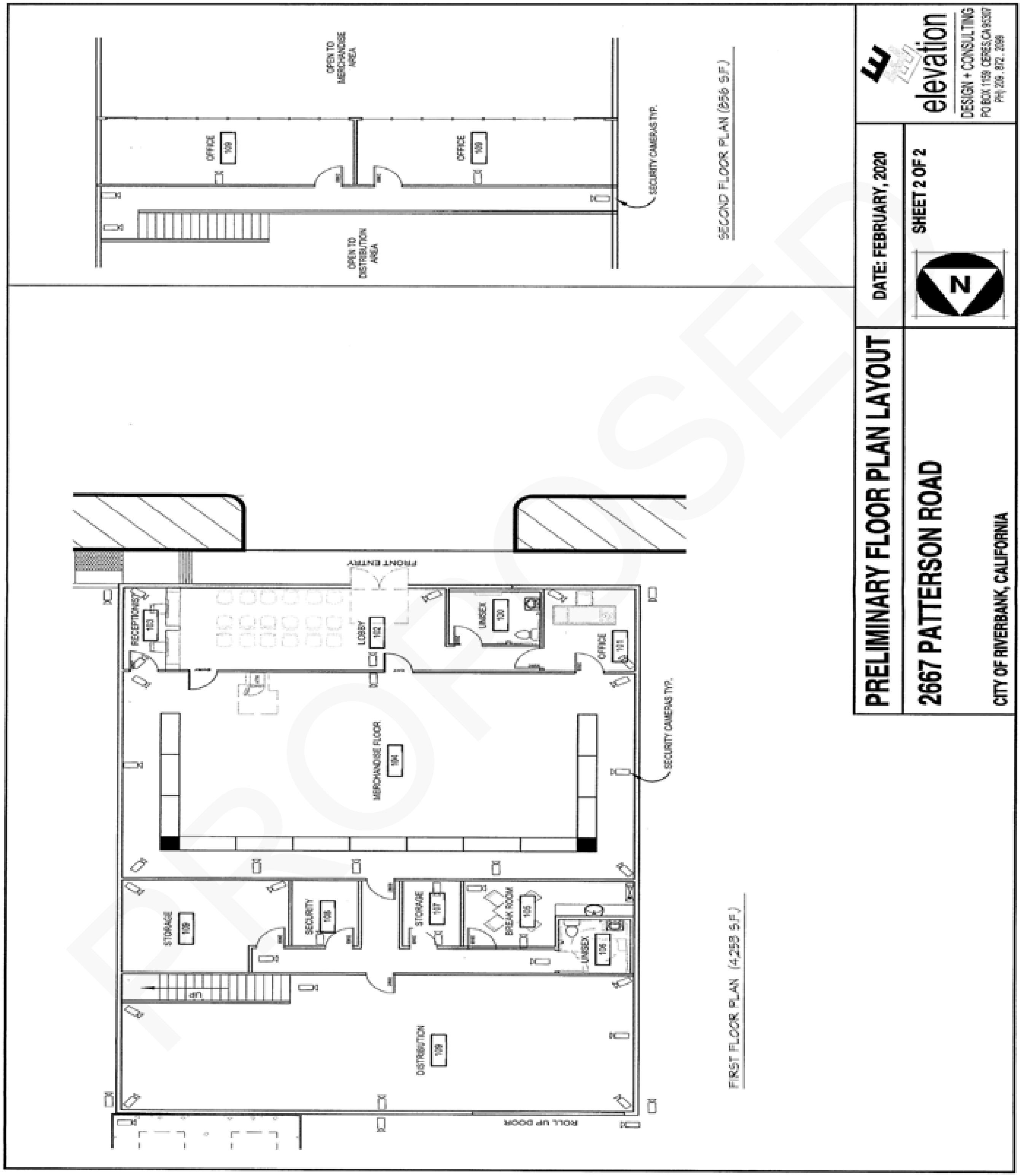

PRELIMINARY FLOOR PLAN LAYOUT
2667 PATTERSON ROAD
CITY OF RIVERBANK, CALIFORNIA
DATE: FEBRUARY, 2020
SHEET 2 OF 2
N
elevation
DESIGN + CONSULTING
SECOND FLOOR PLAN (856 S.F.)
OPEN TO MERCHANDISE AREA
OFFICE
OFFICE
SECURITY CAMERAS TYP.
OPEN TO DISTRIBUTION AREA
FIRST FLOOR PLAN (4,259 S.F.)
FRONT ENTRY
RECEPTIONIST
LOBBY
UNISEX
OFFICE
MERCHANDISE FLOOR
SECURITY CAMERAS TYP.
STORAGE
SECURITY
STORAGE
BREAK ROOM
UNISEX
UP
DISTRIBUTION
ROLL UP DOOR
PROPOSED

Exhibit C

Purchase Agreement

CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1

May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 11/14)

Date November 27, 2019

This is a counter offer to the: ☒ Purchase Agreement, ☐ Buyer Counter Offer No. ___, or ☐ Other ___ ("Offer"), dated November 20, 2019, on property known as 3367 Patterson Rd, Riverbank, 95367 ("Property"), between Bhupinder Bal ("Buyer") and Harn S Shih, Jas M Shih ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
   A. **Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.**
   B. **Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.**
   C. **OTHER TERMS:** 1. Escrow period to be 120 days.
   2. All other terms & conditions to remain the same.
   D. **The following attached addenda are incorporated into this Seller Counter offer:** ☐ Addendum No. ___ ☐ ___ ☐ ___

2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
   A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by ___ ☐ AM ☐ PM on ___ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or ___, who is authorized to receive it.
   B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
   C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**
   Seller [signature] Harn S Shih Date 11/27/2019
   Seller [signature] Jas M Shih Date 11/27/2019

5. **ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.**
   Buyer [signature] Bhupinder Bal Date 12-3-19 Time ___ ☐ AM/ ☐ PM
   Buyer ___ Date ___ Time ___ ☐ AM/ ☐ PM

CONFIRMATION OF ACCEPTANCE:

(___ / ___) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) ___ at ___ ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.**

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525 South Virgil Avenue, Los Angeles, California 90020

CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/18)

Date Prepared: November 25, 2019

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** Bhupinder Bal ("Buyer").
   B. **THE REAL PROPERTY** to be acquired is 2567 Patterson Rd, situated in Riverbank (City), Stanislaus (County), California, 95367 (Zip Code), Assessor's Parcel No. 075-008-053-000 ("Property").
   Further Described As ______.
   C. **THE PURCHASE PRICE** offered is One Hundred Sixty Thousand Dollars $ 160,000.00.
   D. **CLOSE OF ESCROW** shall occur on ☐ ______ (date) (or ☒ 180 **Days** After Acceptance).
   E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships"** (C.A.R. Form AD).
   B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:
   Seller's Brokerage Firm Century 21 MM License Number 01183865
   Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
   Seller's Agent Lori Roudabush License Number 01884257
   Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
   Buyer's Brokerage Firm Coldwell Banker Castle Real Estate License Number ______
   Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
   Buyer's Agent Christopher B. Williams License Number 01671571
   Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
   C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **INITIAL DEPOSIT:** Deposit shall be in the amount of .... $ 1,000.00
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other ______ within 3 business days after Acceptance (or ______);
   OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ______) to the agent submitting the offer (or to ______), made payable to ______. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ______).
   Deposit checks given to agent shall be an original signed check and not a copy.
   (Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
   B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of ... $ ______ within ____ **Days** After Acceptance (or ______).
   If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
   C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or ____) Days After Acceptance, Deliver to Seller such verification.
   D. **LOAN(S):**
   (1) **FIRST LOAN:** in the amount of .... $ ______
   This loan will be conventional financing **OR** ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other ______. This loan shall be at a fixed rate not to exceed ______ % or, ☐ an adjustable rate loan with initial rate not to exceed ______ %. Regardless of the type of loan, Buyer shall pay points not to exceed ______ % of the loan amount.
   (2) ☐ **SECOND LOAN** in the amount of .... $ ______
   This loan will be conventional financing **OR** ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing ☐ Other ______. This loan shall be at a fixed rate not to exceed ______ % or, ☐ an adjustable rate loan with initial rate not to exceed ______ %. Regardless of the type of loan, Buyer shall pay points not to exceed ______ % of the loan amount.
   (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has **17 (or** ___ **) Days** After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials (______) (______) Seller's Initials (______) (JMS)

E. ADDITIONAL FINANCING TERMS: ______

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of . . . . $ 159,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): . . . . $ 180,000.00

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ___) **Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:
Within 21 (or ___) **Days** After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (or ☐ the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or ________) **Days** After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: **(i)** the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; **(ii)** deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; **(iii)** Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; **(iv)** note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; **(v)** note shall contain a late charge of 6% of the installment due (or _______) if the installment is not received within 10 days of the date due; **(vi)** title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and **(vii)** tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or

Buyer's Initials (ND) (______) Seller's Initials (H S) (JMS)

E. **ADDITIONAL FINANCING TERMS:** ______________________

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of .... $ 169,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** .... $ 180,000.00

H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.

J. **LOAN TERMS:**

(1) LOAN APPLICATIONS: Within 3 (or ___) **Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is **a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:
Within 21 (or ___) **Days** After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. **SELLER FINANCING:** The following terms (or ☐ the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or ________) **Days** After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: **(i)** the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; **(ii)** deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; **(iii)** Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; **(iv)** note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; **(v)** note shall contain a late charge of 6% of the installment due (or _______) if the installment is not received within 10 days of the date due; **(vi)** title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and **(vii)** tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or

Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in 11B or C.

B. **ITEMS INCLUDED IN SALE:**

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) The following items: ______

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(4) All items included shall be transferred free of liens and without Seller warranty.

C. **ITEMS EXCLUDED FROM SALE:** ______

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

A. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: **(i)** Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; **(ii)** disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

B. **WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov.** Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/.** To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 **(or ___) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): **(i)** Copies of any documents required by Law; **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; and **(v)** the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. ☐ **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: **(i)** that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit.

Buyer's Initials (X______) (X______) Seller's Initials (HS) (JMS)

D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly deliver to Buyer any such notice obtained.

E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**

15. **CHANGES DURING ESCROW:**

A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: **(i)** rent or lease any part of the premises; **(ii)** alter, modify or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify or extend any service contract(s); or **(iv)** change the status of the condition of the Property.

B. At least 7 (or ____) **Days** prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ____) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.

16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: **(i)** the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

17. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: **(i)** inspect for lead-based paint and other lead-based paint hazards; **(ii)** inspect for wood destroying pests and organisms; **(iii)** review the registered sex offender database; **(iv)** confirm the insurability of Buyer and the Property; and **(v)** satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations except for minimally invasive testing; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall **(i)** as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and **(ii)** give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**

E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials (____) (____) Seller's Initials (H. S.) (JMS)

H. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.

I. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

J. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

K. PROPERTY DAMAGE: Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.

L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS: Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6),schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

M. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

N. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.

O. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.

P. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.

18. TITLE AND VESTING:

A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within **7 Days** After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER HAS: 7 (or ___) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.

B. **(1) BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.

(2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (_________) (_________) Seller's Initials (HS) (JMS)

(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. **SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; **(ii)** Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); **(iii)** Deliver a letter as required by paragraph 3J(1); **(iv)** Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; **(v)** Return Statutory Disclosures as required by paragraph 12A; or **(vi)** Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or **(vii)** Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: **(i)** be in writing; **(ii)** be signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2** (or ___) **Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: **(i)** be signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3** (or _____) **Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

20. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5** (or ___) **Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 16; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

22. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials (DS) ( ) Seller's Initials (H S) (JMS)

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) **Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or ______________________). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: **(i)** if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials (BD) ( ) Seller's Initials (HS) (JMS)

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

27. **REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

A. **Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**

B. **LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award, AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials N/P _______ / _______ Seller's Initials H S / JMS

28. **DISPUTE RESOLUTION:**

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. **Exclusions from this mediation agreement are specified in paragraph 28C.**

B. **ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials N/P _______ / _______ Seller's Initials H S / JMS

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

(1) EXCLUSIONS: **The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.**

(2) PRESERVATION OF ACTIONS: **The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.**

(3) BROKERS: **Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.**

29. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials (N/P) (_______) Seller's Initials (H S) (JMS)

30. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance wth the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
36. **DEFINITIONS:** As used in this Agreement:
    - A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
    - B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
    - C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
    - D. **"Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
    - E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    - F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    - G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
    - H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    - I. **"Deliver", "Delivered"** or **"Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page11, regardless of the method used (i.e., messenger, mail, email, fax, other).
    - J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    - K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    - M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by ____________________, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ______ ☐ AM/ ☐ PM, on ________________ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 11/26/2019 BUYER ____________________
(Print name) Bhupinder Bal
Date ______ BUYER ____________________
(Print name) ____________________

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Property Address: 2667 Patterson Rd, Riverbank, CA 95367 Date: November 26, 2019

38. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** ____________

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 11.27.19 SELLER Han S Shin

(Print name)

Date 12-02-2019 SELLER Jae M Shin

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(____/____) (Initials) **(Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE**: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) ____________ at ____ ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

A. **Real Estate Brokers are not parties to the Agreement between Buyer and Seller.**

B. **Agency relationships are confirmed as stated in paragraph 2.**

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Coldwell Banker Castle Real Estate DRE Lic. #

By Williams Christopher B. Williams DRE Lic. # 01571571 Date 11/26/2019 08:44 PM GMT

By DRE Lic. # Date

Address 323 15th St City Modesto State CA Zip 95354-1140

Telephone (209)968-1395 Fax E-mail cbwilliams@live.com

Seller's Brokerage Firm Century 21 M&M DRE Lic. #01183835

By Lori Roudebush DRE Lic. # 01894257 Date 11.27.19

By DRE Lic. # Date

Address 614 East F St., Bldg. A Ste. 1 City Oakdale State CA Zip 95361

Telephone (209)847-5111 Fax (209)847-3620 E-mail LRoudebush@c21mm.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ ____________), counter offer numbers ____________ ☐ Seller's Statement of Information and ____________, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is ____________

Escrow Holder ____________ Escrow # ____________

By ____________ Date ____________

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (LR) Broker or Designee Initials Seller's Broker presented this offer to Seller on 11.27.19 (date).

REJECTION OF OFFER: (____)(____) Seller's Initials No counter offer is being made. This offer was rejected by Seller on ____________ (date).

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Buyer's Acknowledge that page 11 is part of this Agreement (____)(____)

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 2667 Patterson Rd, Riverbank, CA 95367 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials ( ) ( ) Seller's Initials (H, S) (JMS)

5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER ______________________________ Date 11.27.19

SELLER Jai M Shin ______________________________ Date 12-02-2019

BUYER ______________________________ Date 11/26/2019 10:30 PM GMT
Bhupinder Bal

BUYER ______________________________ Date ____________

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant ______ Date 11/26/2019 10:30 PM GMT
Sinipinder Bal

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant ______ Date ______

Agent Coldwell Banker Castle Real Estate DRE Lic. # ______
Real Estate Broker (Firm)

By *Christopher B. Williams* DRE Lic. # 01871871 Date 11/26/2019 08:44 PM GMT
(Salesperson or Broker-Associate, if any) Christopher B. Williams

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.
(b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.**(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm ____ DO NOT COMPLETE, SAMPLE ONLY ____ License Number ____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent ____ DO NOT COMPLETE, SAMPLE ONLY ____ License Number ____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm ____ DO NOT COMPLETE, SAMPLE ONLY ____ License Number ____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent ____ DO NOT COMPLETE, SAMPLE ONLY ____ License Number ____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller [signature] Date 11-27-19
Seller Date 12-02-2019
Buyer Joe M Shiu Bhupinder Bal Date
Buyer Date

Buyer's Brokerage Firm Coldwell Banker Castle Real Estate DRE Lic # Date
By Christopher B. Williams DRE Lic # 01971971 Date
Christopher B. Williams
Seller's Brokerage Firm Century 21 M&M DRE Lic # 01103665 Date 11-27-19
By [signature] DRE Lic # 01894257 Date
Lori Studebush

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: 2667 Patterson Rd, Riverbank, CA 95367 ("Property")

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant X Bhupinder Bal Date 11/26/2019 10:30 PM GMT

Buyer/Tenant X ____ Date ____

Seller/Landlord [signature] Date 11.27.19

Seller/Landlord [signature] Date 12-02-2019

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CALIFORNIA ASSOCIATION OF REALTORS®

CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AC, Revised 12/18)

Subject Property Address [illegible]

This is (or ☐ is NOT) an amendment to, and supersedes, the agency confirmation in the purchase agreement.

The following agency relationship(s) is/are hereby confirmed for this transaction:

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Century 21 M&M License Number [illegible]
Is the broker of (check one) ☒ the seller/landlord; or ☐ both the buyer/tenant and seller/landlord. (dual agent)
Seller's Agent Lori Roudebush License Number [illegible]
Is (check one) ☒ the Seller's/Landlord's Agent. (salesperson or broker associate) ☐ both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

Buyer's Brokerage Firm Coldwell Banker Castle Real Estate License Number [illegible]
Is the broker of (check one) ☒ the buyer/tenant; or ☐ both the buyer/tenant and seller/landlord (dual agent)
Buyer's Agent Christopher S Williams License Number [illegible]
Is (check one) ☒ the Buyer's/Tenant's Agent. (salesperson or broker associate) ☐ both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

X Seller/Landlord [signature] Ron S Sala Date 11.27.19

Seller/Landlord [signature] Date 12-09-2019

Buyer/Tenant [signature] Date 12-3-19

Buyer/Tenant Date

Seller's Brokerage Firm Century 21 M&M

By [signature] Lori Roudebush Date 11.27.19

Buyer's Brokerage Firm Coldwell Banker Castle Real Estate

By [signature] Christopher S Williams Date 12-3-19

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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525 South Virgil Avenue, Los Angeles, California 90020

{CW049305.6}

Exhibit D

Notice of Non-Performance Penalty

DATE: ________________, 20___

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

Canna Mart, LLC, a California limited liability company
2039 Yosemite Blvd.
Modesto, CA, 95354

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 ________________, 20__, City recorded a development agreement between City and _________________ ("Developer"), dated ________________, 20__ (the "Development Agreement"), relating to the development and operation of a cannabis ________________.

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 month 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 (D), 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 (E). 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 _______ 20__ ("Effective Date"), by and between the City of Riverbank, a California municipal corporation ("City"), and Canna Mart, LLC, a California limited liability company dba Canna Mart ("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 purchased that certain real property located in the City, identified as Stanislaus County Assessor's Parcel Number 132-004-045-000 (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 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 City within thirty (30) days of written notification from City ("Cost Deposit"), to cover the estimated fees and costs associated with 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 transfer all or any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of developership of the real property upon which the Project is located (or any interest therein). However, Applicant may be released from such obligations if Applicant obtains City's prior written consent to such transfer, which consent shall not be unreasonably withheld.

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 City harmless. 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, City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

Section 4. Notice. Any notice or communication required hereunder between City and Applicant must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

With copy to	City of Riverbank 6707 3rd Street Riverbank, California 95367 Attn: City Manager 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:

Canna Mart, LLC
Bobby & Rajwinder Bal
2039 Yosemite Blvd.
Modesto, CA 95354

Section 5. **Modification of Agreement**. This Agreement may be supplemented, amended, or modified only by a writing signed by 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 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

Canna Mart, LLC, a California limited liability company

By: ______________________________

Name: Bhupinder Singh Bal
Managing Partner

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

____
____
____

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 ________________, 20__, City recorded a development agreement between City and Canna Mart, LLC ("Developer"), dated ______________, 20__ (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.

B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires three (3) years from _______, 20__, on __________, 20__.

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 __________, 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 Canna Mart, LLC, a California limited liability company doing business as Canna Mart ("Developer"), and __________________________________ ("Assignee"). Developer may be referred to herein as ("Assignor").

RECITALS

A. On ___________, 20__, Assignor and the City of Riverbank ("City") entered into that certain agreement entitled "Development Agreement by and between the City of Riverbank, a California municipal corporation, and Canna Mart, LLC a California limited liability company doing business as Canna Mart, relating to the improvement, development, and use of real property to operate a cannabis business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Number 075-009-053 (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 the City Manager a written request for consent to assignment. The 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 the 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 the 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 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 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:

Canna Mart LLC, a California limited liability company dba Canna Mart

____

Its: ____________________________

ASSIGNEE

_____________________________, a California __________

By: ____________________________

AGREED TO AND ACCEPTED:

CITY OF RIVERBANK
a California municipal corporation

____
City Manager

ATTACHMENT 3

CITY OF RIVERBANK
PLANNING COMMISSION
RESOLUTION NO. 2020-004

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 CANNA MART, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION DOING BUSINESS AS CANNA MART

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, Canna Mart, LLC, a California limited liability company doing business as “Canna Mart” submitted an application to the City for consideration of a development agreement to operate a cannabis retail facility with retail delivery (the “Project”); and

WHEREAS, Canna Mart, LLC 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 Mart, LLC has agreed to purchase that certain real property located at 2667 Patterson Road in the City of Riverbank, Assessor’s Parcel Number 075-009-053 on which Canna Mart, LLC intends to develop the Project; and

WHEREAS, City and Canna Mart, LLC 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 May 19, 2020, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the proposed Project qualifies for a categorical exemption pursuant to CEQA Guidelines Article 19 Section 15332 (a-e) Class 32, In-Fill Development Projects; 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. 2020-XXX, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVERBANK AND CANNA MART, LLC DOING BUSINESS AS CANNA MART 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 19th day of May, 2020; motioned by Commissioner Link, seconded by Commissioner Basso, and upon roll call was carried by the following Planning Commission vote of 4-1:

AYES: Chair Fenrich, Vice Chair Stewart, Commissioner Link, Commissioner Basso

NAYS: Commissioner Dinan

ABSENT:

ABSTAIN:

Attest:

Donna M. Kenney

Donna M. Kenney
Secretary to the Planning Commission

Approved:

Mallorie Fenrich
Chairperson

CITY OF RIVERBANK
PLANNING COMMISSION
RESOLUTION NO. 2020-005

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK APPROVING THE REQUEST OF CANNA MART, LLC FOR CONDITIONAL USE PERMIT APPLICATION NO. 02-2020 FOR THE CANNA MART PROJECT WITHIN THE GENERAL COMMERCIAL (C-2) ZONING DISTRICT AT 2667 PATTERSON ROAD (APN 075-009-053)

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

WHEREAS, the project proponents are Rajwinder and Bobby Bal of Canna Mart, LLC; and

WHEREAS, the applicants are requesting to construct and develop a cannabis retail facility with retail delivery within the General Commercial (C-2) zoning district; and

WHEREAS, the property has a general plan designation of Community Commercial (CC); 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 (c) of the City of Riverbank Code of Ordinances; and

WHEREAS, the proposed Project qualifies for a categorical exemption pursuant to CEQA Guidelines Article 19 Section 15332 (a-e) Class 32, In-Fill Development Projects; and

WHEREAS, the request of Rajwinder and Bobby Bal for Conditional Use Permit 2020-005 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) Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014 and/or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project.

3) The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

4) 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 and any other agencies including Caltrans, 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.

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 grading and 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, grading, building design, building colors or materials, etc. after Architecture and Site Plan Review approval.

6) Site plans shall be in substantial conformance to the approved site plan and must be submitted, in English units, to the City Engineering Department for review and approval. 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 plans. The City Engineer may request these plans electronically and a flash drive shall be provided.

7) Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, 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 new construction requires building permits in accordance with all applicable building and fire codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Community Development Department.

9) 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.

10) The Project requires Architecture and Site Plan Review approval of the new building, the parking lot improvements, and a landscape/irrigation review and approval.

11) No variance from any City of Riverbank adopted code, policy, or specification is granted or implied by the approval of this resolution.

12) Any necessary lot merges and/or lot line adjustments shall be completed to the satisfaction and timing of the City Engineer.

13) This Use Permit shall commence with the Planning Commission's approval of an Architecture and Site Plan Review for the building and expires in eighteen (18) months if a building permit is not issued. The Planning Commission, on its consent agenda may extend the expiration date by 6 months if it believes a good faith effort has been made to construct the building and circumstances warrant it.

14) This CUP 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 to it.

15) All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the Standard Plans and Specifications all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.

16) All 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.

17) During construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities.

18) 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.

19) 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

20) Trash enclosures shall be constructed to Riverbank City Standards 1101 through 1104.

21) Any background music shall not be heard out of doors.

22) All signage will be reviewed under separate permit.

23) External advertising or promotions for products including, but not limited to, flags, a-frames, banners, lawn signs, window signs, and exterior wall signs is prohibited.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission that requested Conditional Use Permit Application 02-2020 is approved subject to those conditions established by Resolution No. 2020-005 and Exhibit “A” Site Plans and Exhibit “B” Floor Plans.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 19th day of May, 2020; motioned by Commissioner Link, seconded by Chair Fenrich, and upon roll call was carried by the following Planning Commission vote of 4-1:

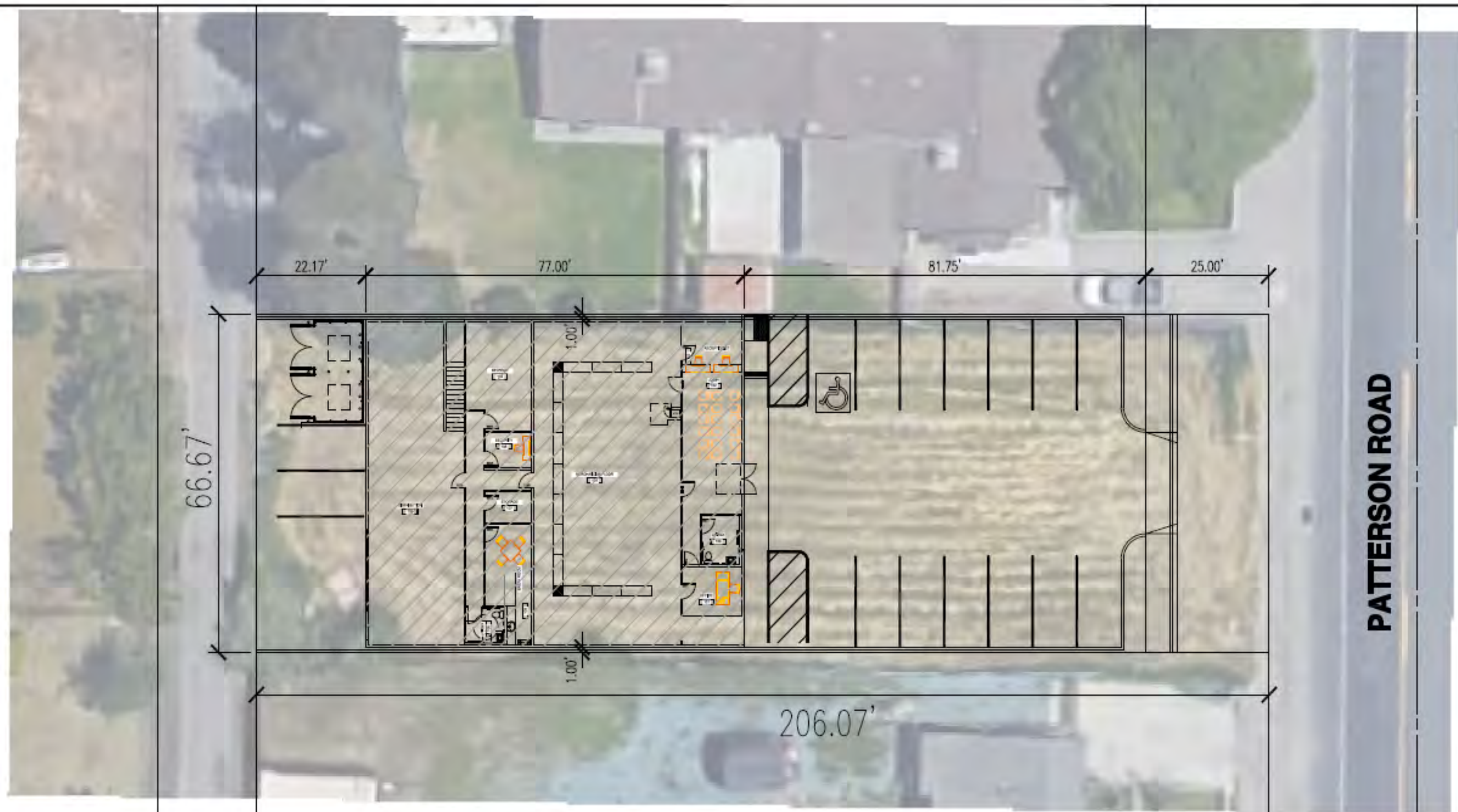
AYES: Chair Fenrich, Vice Chair Stewart, Commissioner Link, Commissioner Basso

NAYS: Commissioner Dinan

ABSENT:

ABSTAIN:

Attest:	**Approved:**
_Donna M. Kenney_________	______________________________
Donna M. Kenney, Secretary **Planning and Building Manager**	**Mallorie Fenrich, Chairperson** **Planning Commission**



PRELIMINARY SITE PLAN

2667 PATTERSON ROAD

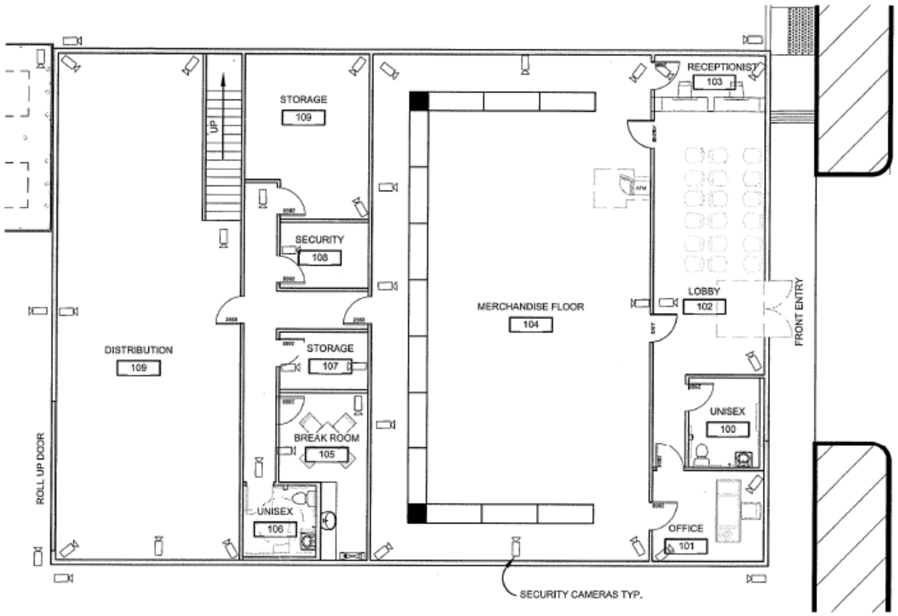
CITY OF RIVERBANK, CALIFORNIA

DATE: FEBRUARY, 2020

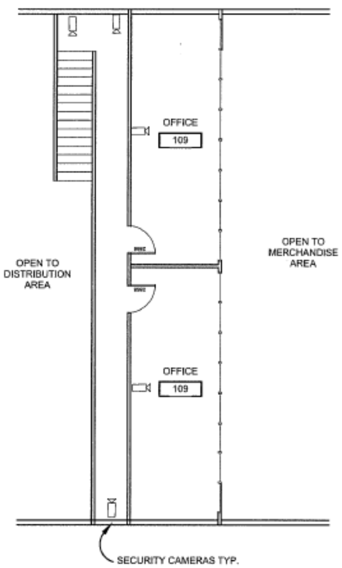
SHEET 3 OF 3

N

elevation
DESIGN + CONSULTING
PO BOX 1159 CERES,CA 95307
PH) 209 . 872 . 2099



FIRST FLOOR PLAN (4,255 S.F.)



SECOND FLOOR PLAN (856 S.F.)

PRELIMINARY FLOOR PLAN LAYOUT

2667 PATTERSON ROAD

CITY OF RIVERBANK, CALIFORNIA

DATE: FEBRUARY, 2020

SHEET 2 OF 2

N

elevation
DESIGN + CONSULTING
PO BOX 1159 CERES,CA 95307
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May 19, 2020 Planning Commission MeetinG

Comments and question re: Item 3.1 Canna Mart

1. This proposed project is very close to the 30+ acre proposed Aeriz Industrial cannabis project at the old cannery site. Flavors is west of this project and Riverbank Cannabis is just 2 blocks east of the cannery project site. This puts too many cannabis business in one area, most downtown.

2. This proposed project appears to be nexr door to a transitional health and behavior home.

3. The plans show no setbacks between the proposed building and the property line. There are 15 parking spaces in front. Are these for the 14 employees and customers? Why are setbacks not required? Has the fire department approved this?

4. The proposed Developemnt Resolution states: "Resolution No. 99-39 requires a written application with specified data to be submitted to the City for consideration of any development agreement;"
This application is not part of the packet and is not available to the public. Was it made available to the commission? If not shouldn't this data be provided to the commission for ti's consideration and to the public before a public hearing and a vote is held on this project?

Note: Due to the shutdown of city offices because of the Corona virus. Public documents are difficult to obtain. It is my understanding that a process to provide these document is under review. There is no public viewing of documents such as in files allowed. Also due to no contact the picking up of paper copies or DVD's is not allowed. I understand the reasons for this, but not why documents like thr application was not in the packet.

I feel this project should not be approved without the documents being made available.
I would appreciate a response.

Thank you
Evelyn Halbert

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	June 9, 2020
Subject:	Illegal Firework Enforcement Update
From:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council receive an update, discuss the matter, and provide any direction to staff as deemed necessary.

SUMMARY

In 2018, a subcommittee of the City Council (Councilmembers Fosi and Campbell) worked with staff to develop a code amendment that changed a number of sections in the Riverbank Municipal Code relating to fireworks (safe and sane) and illegal fireworks. The code established a $1000 initial fine for the use and possession of illegal fireworks in Riverbank. During last year's 4th of July holiday staff and RPS created a team to man a fireworks hotline and associated response team to enforce the new ordinance. During that effort a number of citations were issued.

A number of important lessons were learned from the experience which will alter the enforcement strategy during this 4th of July holiday. Specifically, staff have considered a more zonal enforcement strategy which could prove to lead to more direct efficient response to complaints. In addition, staff plans on a wider variety of outreach measures to remind the community of the prohibition on illegal fireworks and the reporting options of the community to call in complaints. Staff is currently in the process of developing this strategy in advance of the holiday, part of that strategy is to brief the Council generally on preparations being made as well as receive feedback and ideas from Council on this matter.

DIRECTION

Council should provide additional direction on illegal firework enforcement and provide feedback and direction as necessary.

FINANCIAL IMPACT

Unknown at this time.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	June 9, 2020
Subject:	General Local Public Health COVID-19 Update
From:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council receive an update, discuss the matter, and provide any direction to staff as deemed necessary.

SUMMARY

As Council is aware, the spread of the COVID-19 virus has reached Stanislaus County. At the time this staff report was published there were 767 confirmed cases within Stanislaus County, with 23 of those cases in Riverbank. As of June 3rd there were 30 reported deaths within the County. Please see http://schsa.org/tabs.shtm#home for the latest data related updates on the local virus. In addition, Council as part of their ratification of the Local Emergency Declaration have issued a shelter in place advisory where possible (not mandatory). Subsequently the State and Stanislaus Public Health Official have issued additional orders more clearly defining and restricting the stay at home order. In addition in April the City Council approved a resolution recommending face masks be worn by residents when they leave their place of residence.

In the interests of clarity and brevity the bullet points below represent only new developments since the Council last met on May 26th. Information and history on the Riverbank COVID situation can be found in previous agendas under the General Local Public Health COVID update:

- The County has proceeded into expanded phase 2 based on the variance approved by the State. Many local businesses previously required to be closed have now reopened in a modified capacity (retail, restaurants etc). Some businesses only allowed within phase 3 and beyond are still required to remain closed.

- On May 29th Governor Newsom announced that the State will now be allowing counties to advance into stage/phase 3 reopening. This will include many of the remaining businesses that have been required to remain closed. These businesses will be able to open with modifications. Activities such as large conventions, large gatherings etc. will still be prohibited and only allowed in Stage 4.

- Ongoing physical space modifications for reopening of City offices are being completed (barriers, sanitizing stations etc).

- Effective June 1st all departments (with the exception of City Hall South) have returned to work, thereby eliminating the split schedule previously enacted in March and April. This include, Parks and Rec, Public Works (Water, Sewer, Streets, Fleet etc), Administration, Housing etc. Remote work options are still available subject to management approval.

- Reopening plans have been drafted and submitted to Human Resources detailing the specific phased opening plan of each department.

- Staff have put into place the changes requested to utility billing as directed by Council on the May 26th meeting.

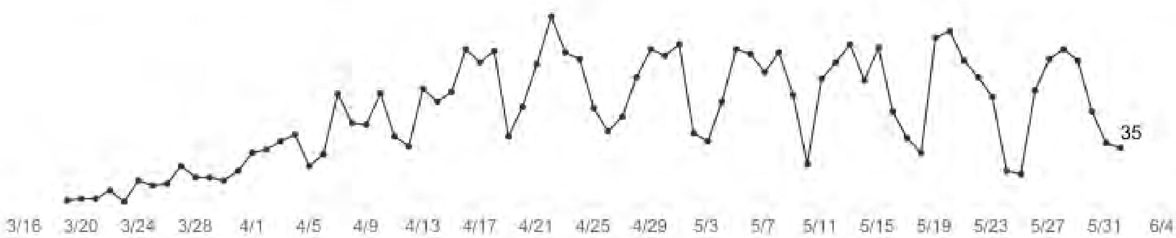
- Jacob Meyers Park has continued to be challenging related to limitation on entry. Staff is continuing to manage park attendance in compliance with previous Council direction. Warm weather weekends present significant challenges due to immense regional interest in the park.

ADDITIONAL ANALYSIS

While a general review of the data related to local COVID infection rates is critical in determining local public policy, it is also helpful to consider and review state and nationwide data related to the virus. In general the primary topic being discussed is a risk analysis of phase reopening and what that reopening might do to infection rates. In addition, if infection rates increase the follow-up concern is availability of ICU beds in the hospital system. The infographics on the next page shows general California COVID related data as a comparison point.

115,310
Positive Cases
+2,304 New Cases
+2.0% Increase

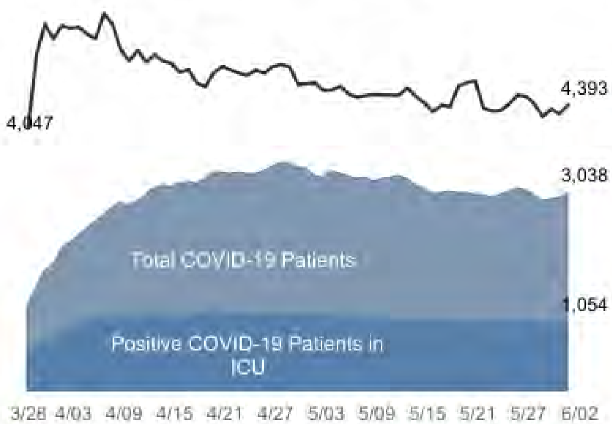
4,286
Total Deaths
+35 New Deaths
+0.8% Increase



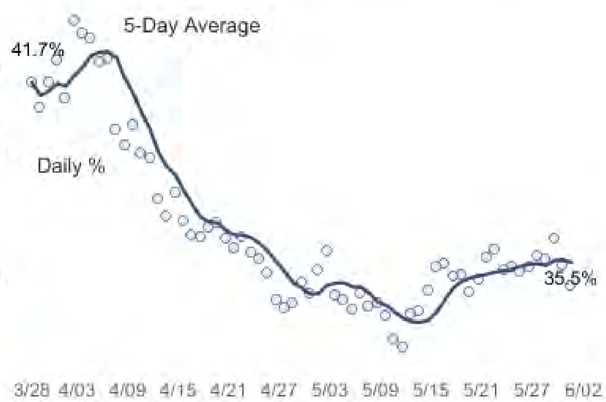
3,038
Positive COVID-19 Hospital Patients
+65 Patients
+2.2% Increase

1,054
ICU Positive COVID-19 Hospital Patients
+1 Patients
+0.1% Increase

Positive COVID-19 Hospital Patients



Percentage of Positive COVID-19 Hospital Patients in ICU



1,355
Suspected COVID-19 Hospital Patients
+70 Patients
+5.4% Increase

242
ICU Suspected COVID-19 Hospital Patients
+22 Patients
+10.0% Increase

DIRECTION

Council should provide additional direction on operational items related to City services as well as local emergency response and policy. Due to the rapidly changing nature of this emergency, additional up to date data and analysis will be provided at the time of the meeting.

FINANCIAL IMPACT

Unknown at this time.

ATTACHMENTS

None