

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Vice Mayor/Chair (CM-D1) Luis Uribe

Council/Authority Members

District 2 Rachel Hernandez

District 3 Cal Campbell

District 4 Darlene Barber-Martinez



**City of Riverbank
Regular City Council and
Local Redevelopment Authority
Board Meetings
(via Virtual Platform Only)**
Council Chambers is located at
6707 Third St., Suite B
Riverbank, CA 95367

AGENDA

TUESDAY, APRIL 27, 2021– 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

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.

1. CALL TO ORDER

2. FLAG SALUTE

3. ROLL CALL

4. AGENDA CHANGES

5. 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.*

6. 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 the last page of this agenda for the Public Comment Procedures via ZOOM.

7. PRESENTATIONS (Informational only)

Item 7.1. Introduction of New Recreation Supervisor, Tony Lemonds.

Item 7.2. Economic Impact Report on Circulus Inc. created by Opportunity Stanislaus.

8. 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 8.1. Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

- Item 8.2.** Approval of the March 23, 2021 City Council and Local Redevelopment Authority Board Minutes.
- Item 8.3.** Approval of the April 13, 2021 City Council and Local Redevelopment Authority Board Minutes.
- Item 8.4.** A **Resolution** Authorizing the Examination of Sales and Use Tax Records.
- Item 8.5.** A **Resolution** Authorizing the Execution of a Performance Agreement between the City of Riverbank and Simply Devine Events, LLC for the Coordination of the 2021 Cheese & Wine Festival.
- Item 8.6.** A **Resolution** Authorizing the Mayor to Execute an Agreement with Simply Devine Events, LLC for the Lease of the City's Public Property Associated with the Riverbank Cheese and Wine Festival.
- Item 8.7.** A **Resolution** Authorizing the Extension of the Abandoned Vehicle Abatement (AVA) Program

9. UNFINISHED BUSINESS

- Item 9.1.** **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2021-001 of the City Council of the City of Riverbank, California, Approving a Development Agreement Amendment By And Between The City Of Riverbank and E & J Distributors LLC. (Currently Doing Business As Canna+Rise To Add A Second Cannabis Business A California Limited Liability Corporation Doing Business As Terminal Infusion** – It is recommended that Council adopt an Ordinance approving a development agreement amendment by and between the City of Riverbank and E&J Distributors LLC, a California limited liability company doing business as Canna+Rise and Terminal Infusion.

10. PUBLIC HEARINGS

The Public Hearing Notice was published in the Riverbank News on 04/14/2021.

- Item 10.1.** A **Resolution Authorizing Use of the Bond Opportunities for Land Development ("BOLD") Program and Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings, and Levy Special Taxes Within the Territory of the City of Riverbank Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended; and Authorizing Related Actions** – It is recommended that the City Council receive information regarding the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") and consider adopting a Resolution Authorizing the City of Riverbank's participation in the BOLD Program.

11. NEW BUSINESS

- Item 11.1.** **A Resolution Authorizing Fee Waivers and Certain Insurance Requirements for the Downtown Farmers Market Events as Proposed by the Riverbank Downtown Bizco Group** – It is recommended that the City Council consider the adoption of the proposed resolution with authorized fee waivers related to the permitting and insurance costs for a potential farmers market beginning in Mid-May and ending in September of 2021.

12. 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/LRA Board during this time.

- Item 12.1.** Staff

- Item 12.2.** Council/Authority Member

- Item 12.3.** Mayor/Chair

13. 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 adjourning to Closed Session.

Item 13.1. **LIABILITY CLAIMS**

Pursuant to Government Code § 54956.95

Claimant: Antonio Garcia

Agency claimed against: City of Riverbank

Item 13.2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code § 54956.9(a)

Name of Case: Martin Family Holdings, LLC vs. State of California Dept. of Transportation; Toks Omishaken, Director of Caltrans; Dan McElhinney, Director of Caltrans, District 10; and DOES 1-10, inclusive. Real Parties of Interest: County of Stanislaus; City of Oakdale; City of Riverbank; City of Modesto; and DOES 11-20, inclusive.

Stanislaus County Superior Court Case No. CV-20-003776

Item 13.3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 3300 Stanislaus Street, [APN 132-012-024]

Agency Negotiator: Sean Scully, City Manager

Property Negotiator: Stanislaus Housing Authority

Under Negotiation: Price, terms of payment, or both

14. ADJOURNMENT OF THE PUBLIC PORTION OF THE MEETING

The City Council and the LRA Board will be going into Closed Session.

15. 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 may contact the City Clerk at cityclerk@riverbank.org or call (209) 863-7198.

16. ADJOURNMENT OF THE REGULAR MEETING (Immediately after Closed Session)

(The next regular meeting is on Tuesday, May 11, 2021 at 6:00 p.m.)

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted on an accessible public location, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this Friday, January 22, 2021

/s/ Annabelle H. Aguilar, CMC, City Clerk 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 VIRTUAL 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 <https://www.youtube.com/channel/UCq2x8QChEcknBq7uuJLcZow>
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS

Via Mail 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. on the day of the meeting.)

Via Email to cityclerk@riverbank.org:

- Written comments must be received by 4:00 p.m. on the day of the meeting; and
- 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/89041628882>
- Join by accessing website: <https://zoom.us/join>
 - o Webinar ID: 890 4162 8882
- Join by telephone: 1 669 900 9128 or 1 253 215 8782 plus Webinar ID

HOW DO I COMMENT? The Mayor will announce when public comment may be made for the agenda item being considered, 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 - press *9 to "raise the hand".
 - Once you confirm that you want to be unmuted, your 3 minutes will begin for you to make your comments.

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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	April 27, 2021
Subject:	Introduction of New Recreation Supervisor, Tony Lemonds
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council receive the introduction of the City's new Recreation Supervisor, Tony Lemonds.

SUMMARY

The Department of Parks and Recreation is pleased to have Tony Lemonds as the newly hired Recreation Supervisor, replacing former employee Julia Petit. Tony is from Laguna Hills, California, and a graduate of California State University, Long Beach where he majored in Recreation & Leisure Studies with a minor in Spanish. He has worked in various Recreation and Community Service Departments since graduating, and looks forward to a long career with the City of Riverbank.

Tony has been with the City for the past month, quickly learning about the City's Recreation programs and facilities, and is eager to meet community members. He is currently undertaking the Department's website updates, and preparing for the planned opening of the City's recreation programs such as Tot Time, the Teen Center, and summer day camps.

We welcome Tony to our City of Riverbank Team.

ATTACHMENT

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	April 27, 2021
Subject:	Economic Impact Report on Circulus Inc. created by Opportunity Stanislaus
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council review and receive a presentation on an Economic Impact Report developed by Opportunity Stanislaus on Circulus Inc. the newest major tenant at the Riverbank Industrial Complex.

SUMMARY

Over the past number of years, the City of Riverbank staff have been actively engaged in seeking new leases with appropriate companies that are interested in locating at the Riverbank Industrial Complex. Perhaps the most significant of these new attracted companies is Circulus Inc. Circulus is a Plastics Material and Resin Manufacturing recycling producer. Circulus takes used plastics products and through an advanced process which cleans and melts those plastics down to small resin pellets that can be resold as recycled plastic materials for reuse. The Circulus Riverbank plant will be the first of many plants planned by Circulus (nationwide). Circulus has become the largest tenant in terms of leased space at the Riverbank Industrial Complex and (for now) will be the top employer at the complex. The plant is now roughly 85% complete and will be fully operational within the next 30-60 days.

Opportunity Stanislaus has also assisted Circulus as their facility has been developed. Opportunity Stanislaus has created an economic impact report to have a full view of the projected direct, indirect and induced economic effects of Circulus within our community. The analysis will detail the output (the value of industry productions), labor income (sum of employee and proprietor income) and employment (number of full and part time jobs) created by Circulus.

Tyler Richardson and April Potter from Opportunity Stanislaus will be present at the Council meeting to detail the report as well as answer any questions the Council or community may have on the report information.

FINANCIAL IMPACT

While direct financial impacts to the City of Riverbank or Riverbank LRA (beyond lease hold revenue) are difficult to forecast at this stage due to the fact that the plant is not yet in production, the report does estimate economic impacts (direct and indirect) to the local economy. The report indicates that the total direct and indirect capital and ongoing operational impact is approximately **\$155,438,311**.

ATTACHMENTS

1. Economic Impact Report for Circulus Inc.



CIRCULUS

TOTAL IMPACT SUMMARY

- 361 ADDED JOBS
- \$155.4 MILLION ECONOMIC OUTPUT

ANNUAL ONGOING IMPACTS

- 154 ADDED JOBS
- \$113.6 MILLION ECONOMIC OUTPUT

ECONOMIC IMPACT ANALYSIS



CIRCULUS ECONOMIC IMPACT ANALYSIS

This study was prepared with data supplied by **CIRCULUS** Chief Operating Officer, Mr. Daryl Smith, which can be found in **Attachment 1** of this report. These inputs include capital investments, employee estimates and anticipated payroll costs. Calculations were completed using the data supplied and the standard IMPLAN process.

Summary

This report analyzes the estimated economic impacts of facility renovations and continued operations at the new site for **CIRCULUS** in Riverbank, CA.

An input-output model was developed using the IMPLAN software system to estimate the total annual economic impacts to the local economy (**Attachment 2**). The impacts of the facilities' effects on employment, labor income, value added, and the total output are summarized below:

The **initial impact** of the capital renovations of the **CIRCULUS** site is estimated with multiplier effects at approximately:

- **206 workers to Employment**
- **\$12.3 million** in Labor Income
- **\$20.9 million** in Total Value Added
- **Total Initial Output of \$41,788,467**

The **annual ongoing impact** of the operations of 50 newly created jobs at the **CIRCULUS** site is estimated with multiplier effects at:

- **154 workers to Employment**
- **\$9 million** in Labor Income
- **\$19 million** in Total Value Added
- **Total Ongoing Output of \$113,649,845**

ATTACHMENTS

- ATTACHMENT 1: GENERAL DATA INPUTS AND IMPLAN OUTPUT SUMMARY
- ATTACHMENTS 2 – 4 :
TOTAL IMPACTS, RENOVATION IMPACTS **AND** ONGOING OPERATION IMPACTS
 - o Page 1: Total Impact Summary Overview
 - o Page 2: Total Employment Summary
 - o Page 3: Total Output Summary
 - o Page 4: Total Value-Added Summary
 - o Page 5: Tax Impact Summary

Summary Overviews

The pages within Attachments 2 -4 include additional information on items such as: Top Industries Affected by Employment, Output and Value Added as well as Top Industries by Growth percentage. There is further information on the impacts by both employment counts and dollar amounts.

Tax Impacts

Both Local and Federal Tax Impacts are calculated. Most tax impacts come from the tax on production and imports sales tax and personal income tax. The ***Sales Tax, Tax on Production and Imports: Property Tax*** and ***Tax on Production and Imports: Other Taxes*** categories had the most noticeable contributions.

Economic Impact Analysis

This analysis was performed using an input/output model calibrated to reflect the regional economy across which impacts were assessed. In deriving this model, we utilized IMPLAN Online with data for calendar year 2019 (the latest software available). The full range of economic impacts that result from the expenditure is the sum of the direct, indirect, and induced effects.

- **Direct Effects** represent changes in jobs, sales and income related exclusively to initial expenditures
- **Indirect Effects** represent the iterative impacts of inter-industry transactions as supplying industries respond to demand from the sectors where the initial expenditures occurred.
- **Induced Effects** reflect the contribution benefit payments make to household expenditures by direct and indirect sector employees. Examples of induced effects include retail purchases, housing, medical services, banking and insurance.

In this analysis, the total, direct, indirect and induced effects are reported by output, labor income and employment.

- **Output** represents the value of industry productions. It accounts for the total change in value of production in an industry for a given time period. For retail and wholesale trade, the value of production equals their gross margin and not the gross sales.
- **Labor Income** is the sum of employee compensation and proprietor income. This includes wages, salaries, benefits and all other employer contributions, while proprietor income consists of payments received by self-employed individuals and unincorporated business owners.
- **Employment** is the number of full and part-time jobs based on an annual average of monthly jobs.

Input-output models are in a sense, general accounting systems of transactions between industries, businesses and consumers that estimate the range of economic impacts. We use the IMPLAN¹ software to create multiplier models for Stanislaus County that enabled this examination.

Questions about the IMPLAN process or software can be directed to Opportunity Stanislaus, however, project questions or concerns should be directed to the **CIRCULUS** team.

Respectfully,



April Henderson Potter

Director of Market Research - Opportunity Stanislaus

Phone: (209) 422.6427

Email: apotter@opportunitystanislaus.com

¹ IMPLAN® is an economic impact modeling system that measures the economic benefit of new investment(s) using a set of matrices derived from data provided by the Census Bureau, Bureau of Labor Statistics and the Bureau of Economic Analysis.



IMPLAN

Economic Analysis Data Input Questionnaire

Business Name:	CIRCULUS					
Name of Respondent:	Daryl Smith					
Title of Respondent:	Chief Operating Officer					
Phone Number:	281.788.2535					
Email:	daryl@circulus.com					
Preferred method of contact (please check one):						
Phone	☐	Email	☒			
Primary Industry/Line of Business:	LDPE Resin Recycling					
Total number of employees:	50	Full-Time	☐	Part-Time	☐	Independent Contractors
Year for which data is provided:	2020 / 2021					
Data Input Type						
				Estimated Costs		
1. Capital Investment - Site Renovations				\$	29,000,000	
2. Payroll Estimate				\$	3,500,000	
3. Estimated Employees					50	
Total Estimates:				\$	32,500,000	

IMPLAN Economic Analysis Data Output

Preparer Business:	Opportunity Stanislaus		
Preparer Name:	April Henderson Potter		
Title of Preparer:	Director of Market Research		
Phone Number:	(209) 422-6427		
Email:	Apotter@opportunitystanislaus.com		
Most Appropriate IMPLAN Sector Code:	164: Plastics Material and Resin Manufacturing		
Additional Event IMPLAN Sector Code:	60: Maintenance and Repair Construction of Nonresidential Structures		
Capital Investments and Renovations Impact			
	Employment	Total Output	
DIRECT IMPACT	126.79	\$	29,000,000
INDIRECT IMPACT	44.01	\$	7,272,264.70
INDUCED IMPACT	36.04	\$	5,516,201.85
TOTAL IMPACT	206.84	\$	41,788,466.55
Ongoing Operations Impact			
	Employment	Total Output	
DIRECT IMPACT	50	\$	93,348,292.66
INDIRECT IMPACT	78.54	\$	16,351,362.21
INDUCED IMPACT	25.79	\$	3,950,190.03
TOTAL IMPACT	154.34	\$	113,649,844.90
TOTAL Impacts			
	Employment	Total Output	
DIRECT IMPACT	176.79	\$	122,348,292.66
INDIRECT IMPACT	122.55	\$	23,623,626.92
INDUCED IMPACT	61.84	\$	9,466,391.88
TOTAL IMPACT	361.18	\$	155,438,311.45

NOTE- Additional information on the Direct, Indirect, and Induced impacts provided in attached PDFs including Top Employment Industries, Top Output and Value-Added Industries and amounts as well as Tax Impacts.



CIRCULUS
TOTAL ECONOMIC
IMPACT REPORT

PROGRAM: IMPLAN ONLINE DATASET 2019

REPORT PREPARED BY:

APRIL HENDERSON POTTER
DIRECTOR OF MARKET RESEARCH

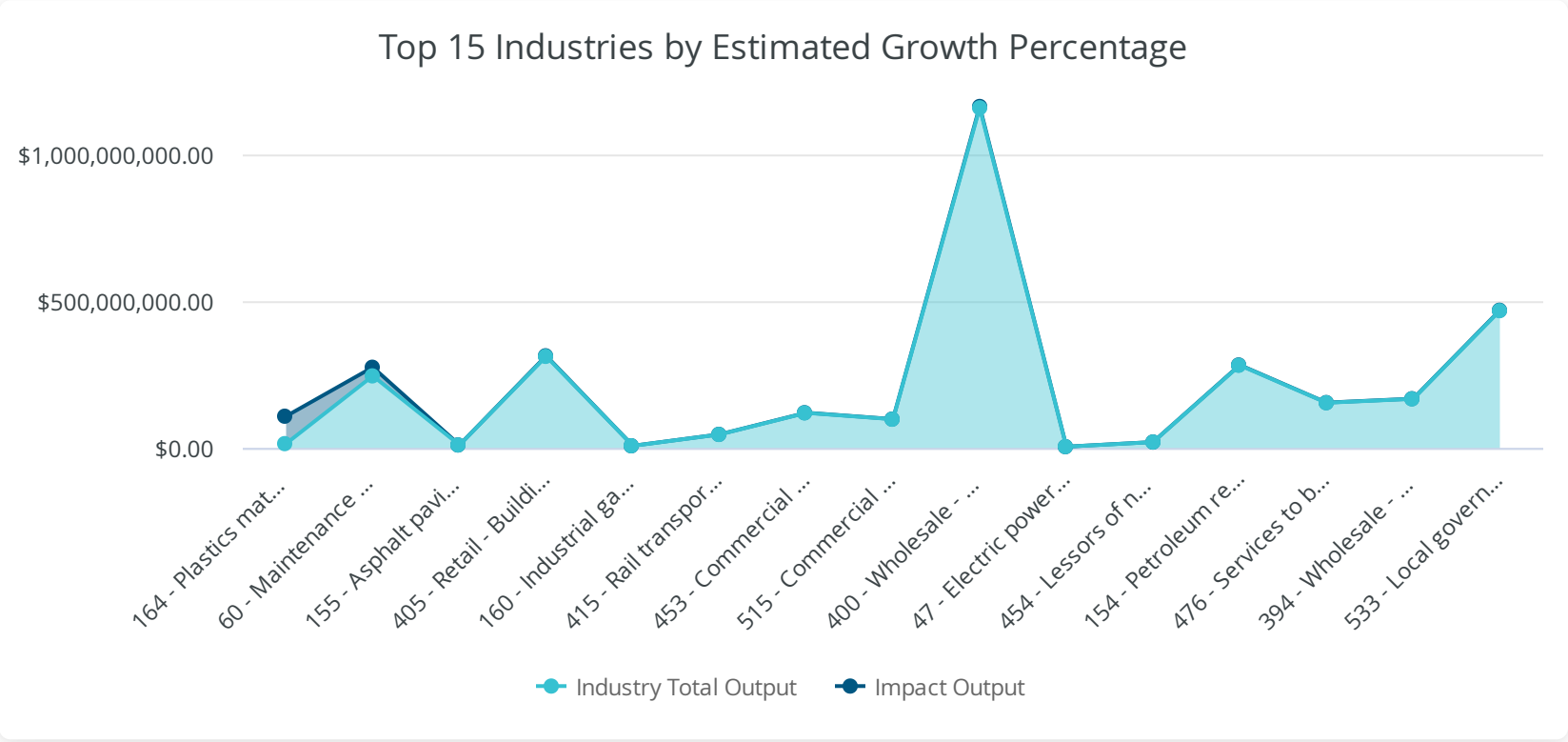
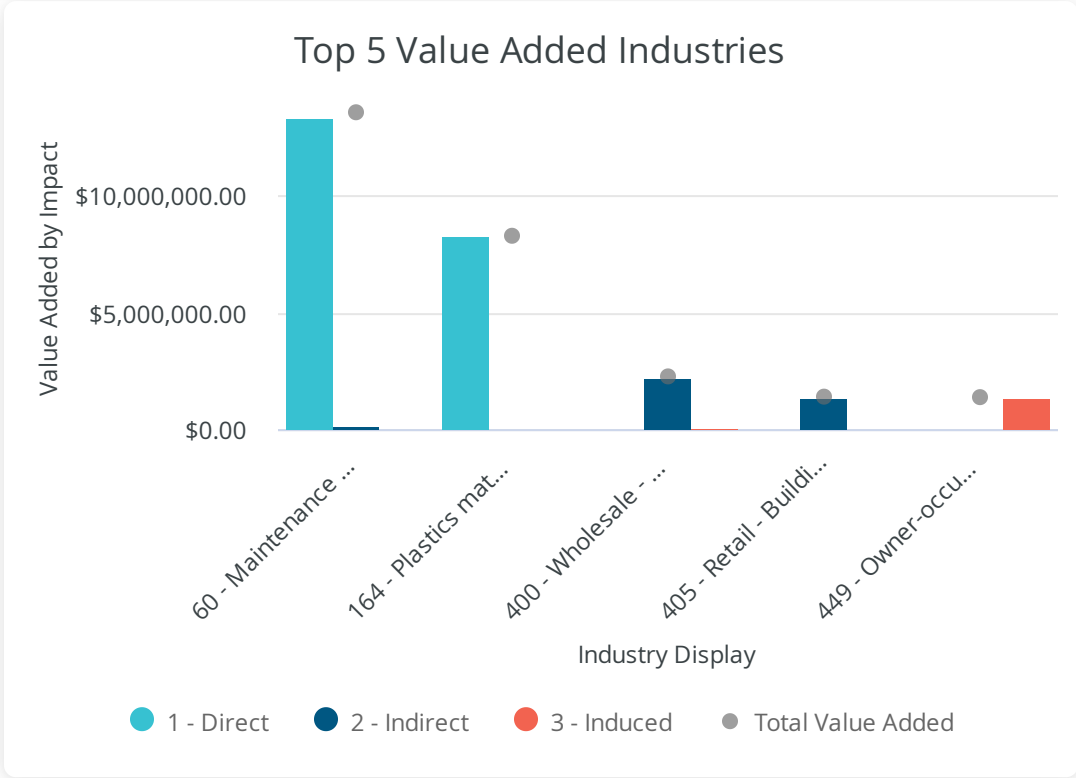
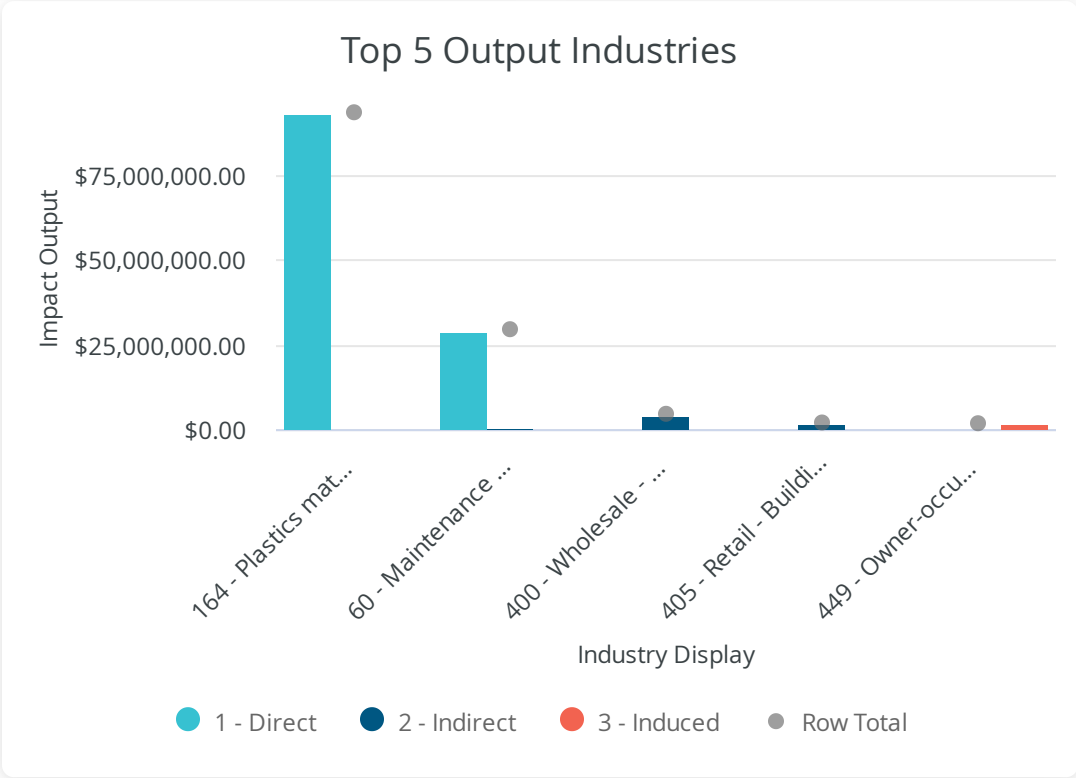
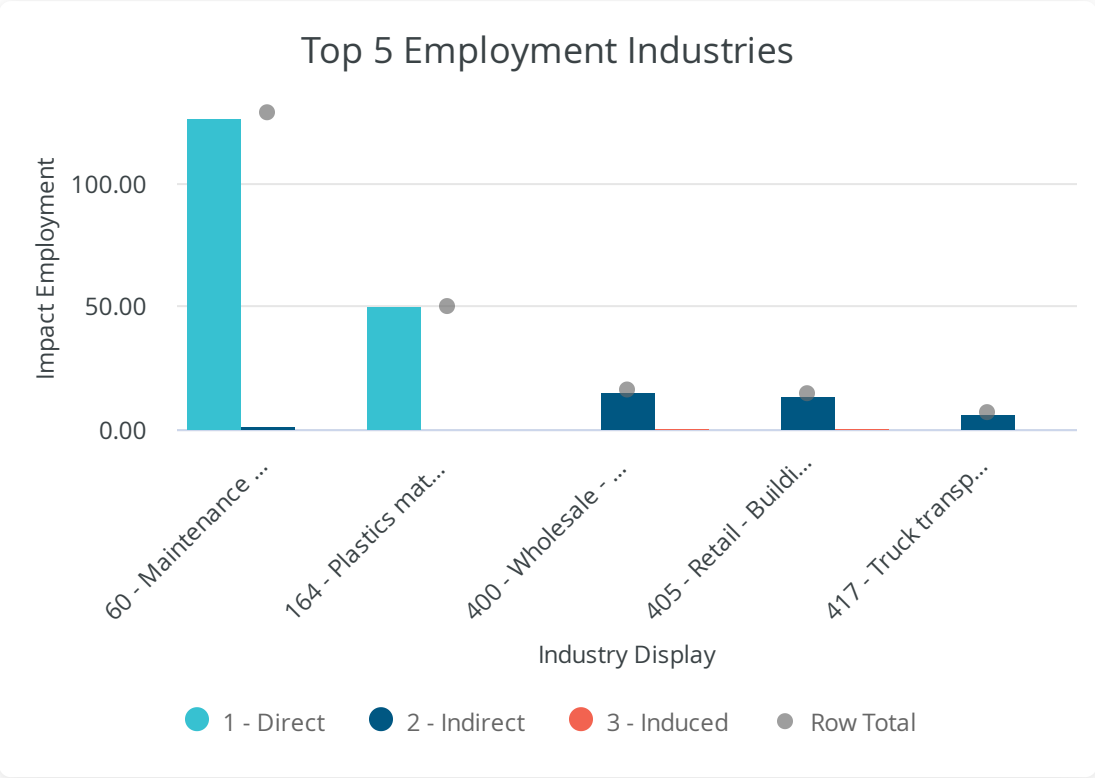
3/29/2021

Impact Results Overview

year is 2021 group_name is Circulus Total Economic Impact (2019) run_id is 100075

Economic Indicators by Impact				
Impact ^	Employment	Labor Income	Value Added	Output
1 - Direct	176.79	\$11,867,344.11	\$21,687,207.17	\$122,348,292.66
2 - Indirect	122.55	\$6,364,911.91	\$12,340,342.65	\$23,623,626.92
3 - Induced	61.84	\$3,065,609.76	\$5,872,315.85	\$9,466,391.88
Totals	361.18	\$21,297,865.77	\$39,899,865.67	\$155,438,311.45

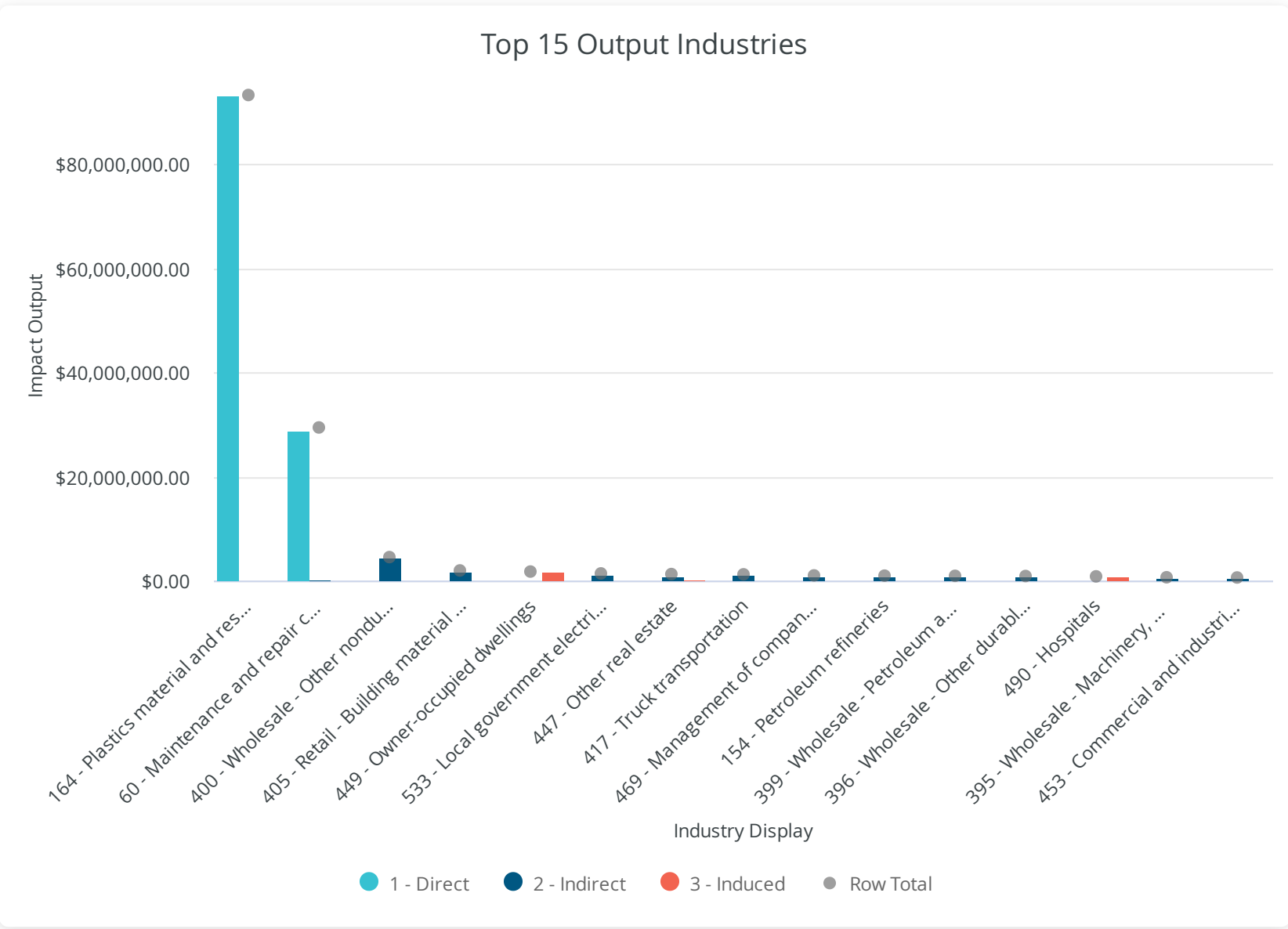
Tax Results						
Impact ^	Sub County...	Sub County...	County	State	Federal	Total
1 - Direct	\$196,434.10	\$260,512.33	\$178,052.86	\$1,260,118.77	\$2,646,139.06	\$4,541,257.11
2 - Indirect	\$422,926.28	\$558,068.81	\$382,103.98	\$1,801,008.25	\$1,739,829.46	\$4,903,936.78
3 - Induced	\$89,902.62	\$118,881.69	\$81,336.15	\$467,093.71	\$738,943.11	\$1,496,157.28
Totals	\$709,263.00	\$937,462.83	\$641,492.99	\$3,528,220.72	\$5,124,911.63	\$10,941,351.18



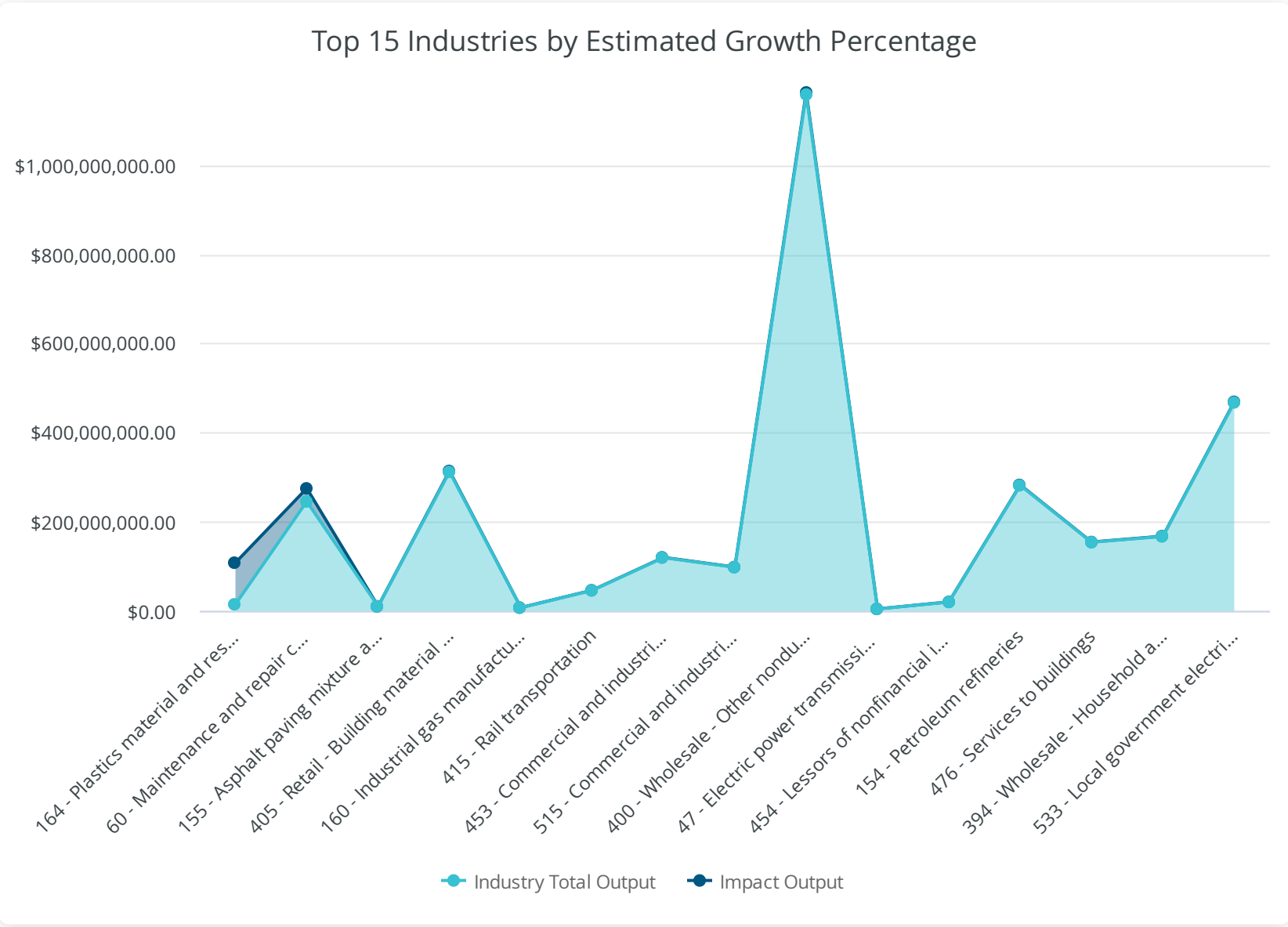
	Display Code	Display Descripti...	Industry Total Ou...	Impact Output	Estimated Gr... ^
1	164	Plastics material and r...	\$14,665,719.11	\$93,354,907.55	636.55%
2	60	Maintenance and repa...	\$245,360,118.05	\$29,443,276.25	12.00%
3	155	Asphalt paving mixtur...	\$10,007,286.56	\$112,380.42	1.12%
4	405	Retail - Building materi...	\$311,842,255.75	\$1,956,414.70	.63%
5	160	Industrial gas manufa...	\$7,296,390.08	\$40,804.48	.56%
6	415	Rail transportation	\$45,889,837.00	\$248,433.72	.54%
7	453	Commercial and indus...	\$119,354,825.84	\$602,081.53	.50%
8	515	Commercial and indus...	\$97,782,553.64	\$397,881.93	.41%
9	400	Wholesale - Other non...	\$1,158,441,889.44	\$4,521,172.96	.39%
10	47	Electric power transmi...	\$4,346,695.54	\$16,513.79	.38%
11	454	Lessors of nonfinancia...	\$19,985,336.81	\$75,153.02	.38%
12	154	Petroleum refineries	\$281,533,784.64	\$953,135.87	.34%
13	476	Services to buildings	\$153,869,469.42	\$501,736.96	.33%
14	394	Wholesale - Househol...	\$167,076,268.91	\$514,733.85	.31%
15	533	Local government elec...	\$467,514,684.08	\$1,385,809.86	.30%
16	460	Maintenance and repa...	\$245,360,118.05	\$29,443,276.25	.28%

Impact Results Output

year is 2021 group_name is Circulus Total Economic Impact (2019) run_id is 100075



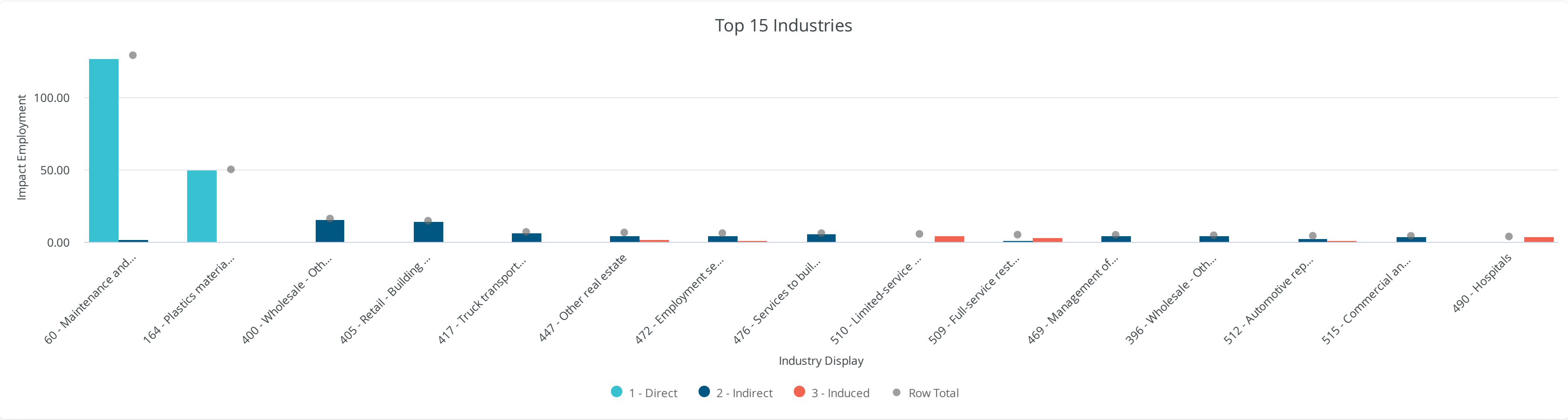
Industries by Impact					
Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Output	Output	Output	Output
1	164 - Plastics material and resin manufa...	\$93,348,292.66	\$6,594.71	\$20.18	\$93,354,907.55
2	60 - Maintenance and repair constructio...	\$29,000,000.00	\$404,007.23	\$39,269.02	\$29,443,276.25
3	400 - Wholesale - Other nondurable goo...	\$0.00	\$4,404,887.23	\$116,285.73	\$4,521,172.96
4	405 - Retail - Building material and garde...	\$0.00	\$1,896,470.50	\$59,944.20	\$1,956,414.70
5	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$1,743,068.32	\$1,743,068.32
6	533 - Local government electric utilities	\$0.00	\$1,268,436.10	\$117,373.76	\$1,385,809.86
7	447 - Other real estate	\$0.00	\$936,347.11	\$323,173.61	\$1,259,520.73
8	417 - Truck transportation	\$0.00	\$1,145,864.12	\$61,629.49	\$1,207,493.61
9	469 - Management of companies and en...	\$0.00	\$941,731.73	\$58,881.51	\$1,000,613.24
10	154 - Petroleum refineries	\$0.00	\$916,194.13	\$36,941.73	\$953,135.87
11	399 - Wholesale - Petroleum and petrole...	\$0.00	\$859,561.21	\$61,309.35	\$920,870.56
12	396 - Wholesale - Other durable goods m...	\$0.00	\$835,390.19	\$50,635.07	\$886,025.25
13	490 - Hospitals	\$0.00	\$0.00	\$818,775.93	\$818,775.93
14	395 - Wholesale - Machinery, equipment,...	\$0.00	\$631,345.77	\$13,967.56	\$645,313.34
15	453 - Commercial and industrial machin...	\$0.00	\$586,476.68	\$15,604.85	\$602,081.53
16	441 - Monetary authorities and depositor...	\$0.00	\$325,932.75	\$212,207.38	\$538,140.12
17	394 - Wholesale - Household appliances ...	\$0.00	\$490,130.63	\$24,603.22	\$514,733.85
18	476 - Services to buildings	\$0.00	\$465,951.22	\$35,785.74	\$501,736.96
19	472 - Employment services	\$0.00	\$372,577.52	\$108,242.36	\$480,819.88
20	510 - Limited-service restaurants	\$0.00	\$66,120.66	\$400,149.43	\$466,270.09
21	483 - Offices of physicians	\$0.00	\$0.00	\$434,163.16	\$434,163.16
22	456 - Accounting, tax preparation, bookk...	\$0.00	\$339,819.73	\$70,141.64	\$409,961.37
23	515 - Commercial and industrial machin...	\$0.00	\$379,848.69	\$18,033.23	\$397,881.93
Totals		\$122,348,292.66	\$23,623,626.92	\$9,466,391.88	\$155,438,311.45



Industries by Estimated Growth Percentage					
	Display Code	Display Descripti...	Industry Total Ou...	Impact Output	Estimated Gr...
1	164	Plastics material and r...	\$14,665,719.11	\$93,354,907.55	636.55%
2	60	Maintenance and repa...	\$245,360,118.05	\$29,443,276.25	12.00%
3	155	Asphalt paving mixtur...	\$10,007,286.56	\$112,380.42	1.12%
4	405	Retail - Building materi...	\$311,842,255.75	\$1,956,414.70	.63%
5	160	Industrial gas manufa...	\$7,296,390.08	\$40,804.48	.56%
6	415	Rail transportation	\$45,889,837.00	\$248,433.72	.54%
7	453	Commercial and indus...	\$119,354,825.84	\$602,081.53	.50%
8	515	Commercial and indus...	\$97,782,553.64	\$397,881.93	.41%
9	400	Wholesale - Other non...	\$1,158,441,889.44	\$4,521,172.96	.39%
10	47	Electric power transmi...	\$4,346,695.54	\$16,513.79	.38%
11	454	Lessors of nonfinancia...	\$19,985,336.81	\$75,153.02	.38%
12	154	Petroleum refineries	\$281,533,784.64	\$953,135.87	.34%
13	476	Services to buildings	\$153,869,469.42	\$501,736.96	.33%
14	394	Wholesale - Househol...	\$167,076,268.91	\$514,733.85	.31%
15	533	Local government elec...	\$467,514,684.08	\$1,385,809.86	.30%
16	469	Management of comp...	\$346,285,384.36	\$1,000,613.24	.29%
17	477	Landscape and horticu...	\$92,935,144.69	\$256,993.81	.28%
18	458	Specialized design ser...	\$17,671,795.70	\$41,032.45	.23%
19	468	Marketing research a...	\$6,941,627.30	\$15,874.41	.23%
20	514	Electronic and precisio...	\$31,119,756.22	\$67,964.58	.22%
21	396	Wholesale - Other dur...	\$423,891,996.91	\$886,025.25	.21%
22	417	Truck transportation	\$612,825,810.33	\$1,207,493.61	.20%
23	162	Other basic inorganic ...	\$18,603,113.81	\$36,045.55	.19%
24	203	Cement manufacturing	\$5,025,504.87	\$9,279.93	.18%
25	479	Waste management a...	\$178,669,600.33	\$320,642.75	.18%

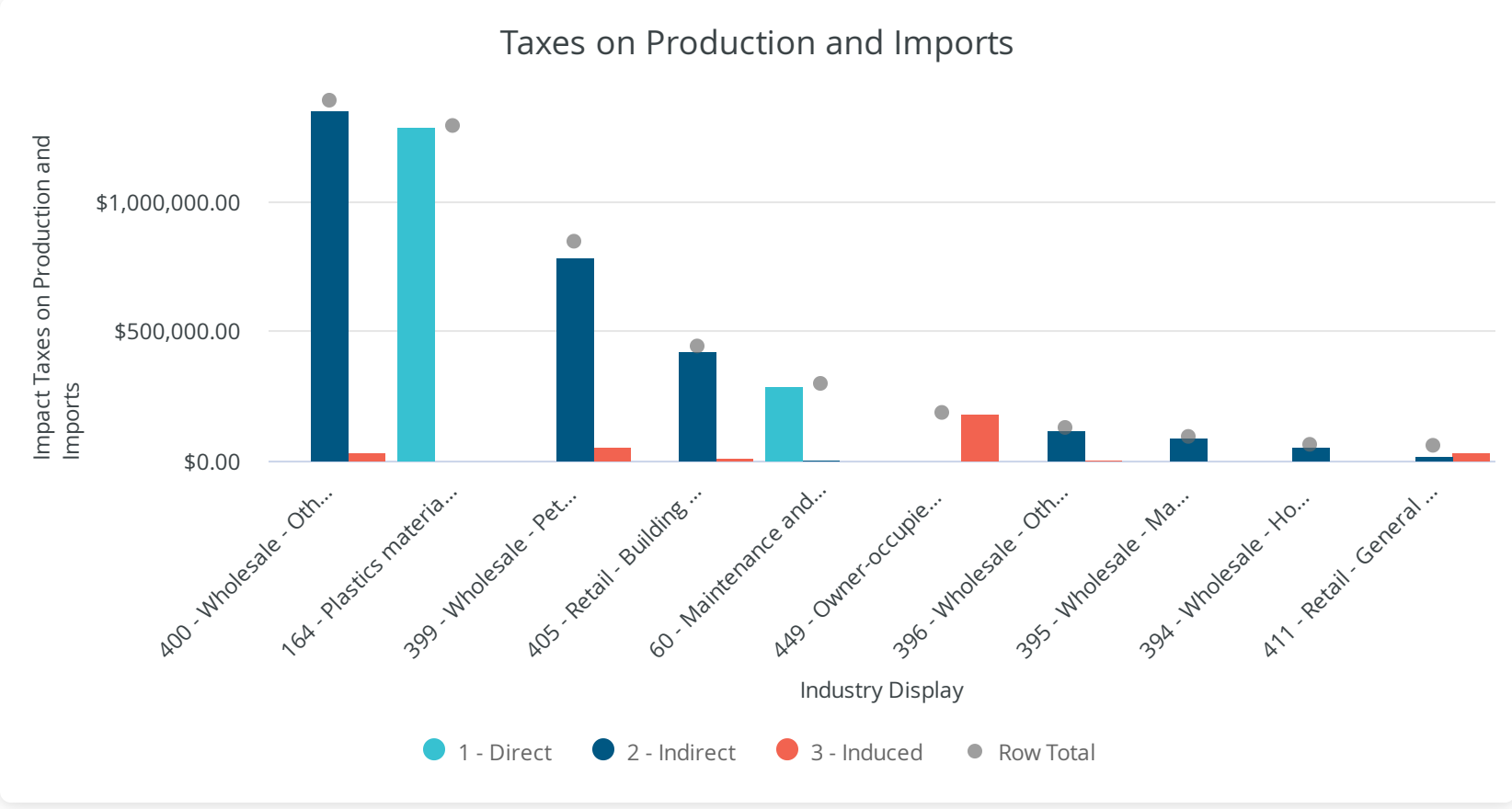
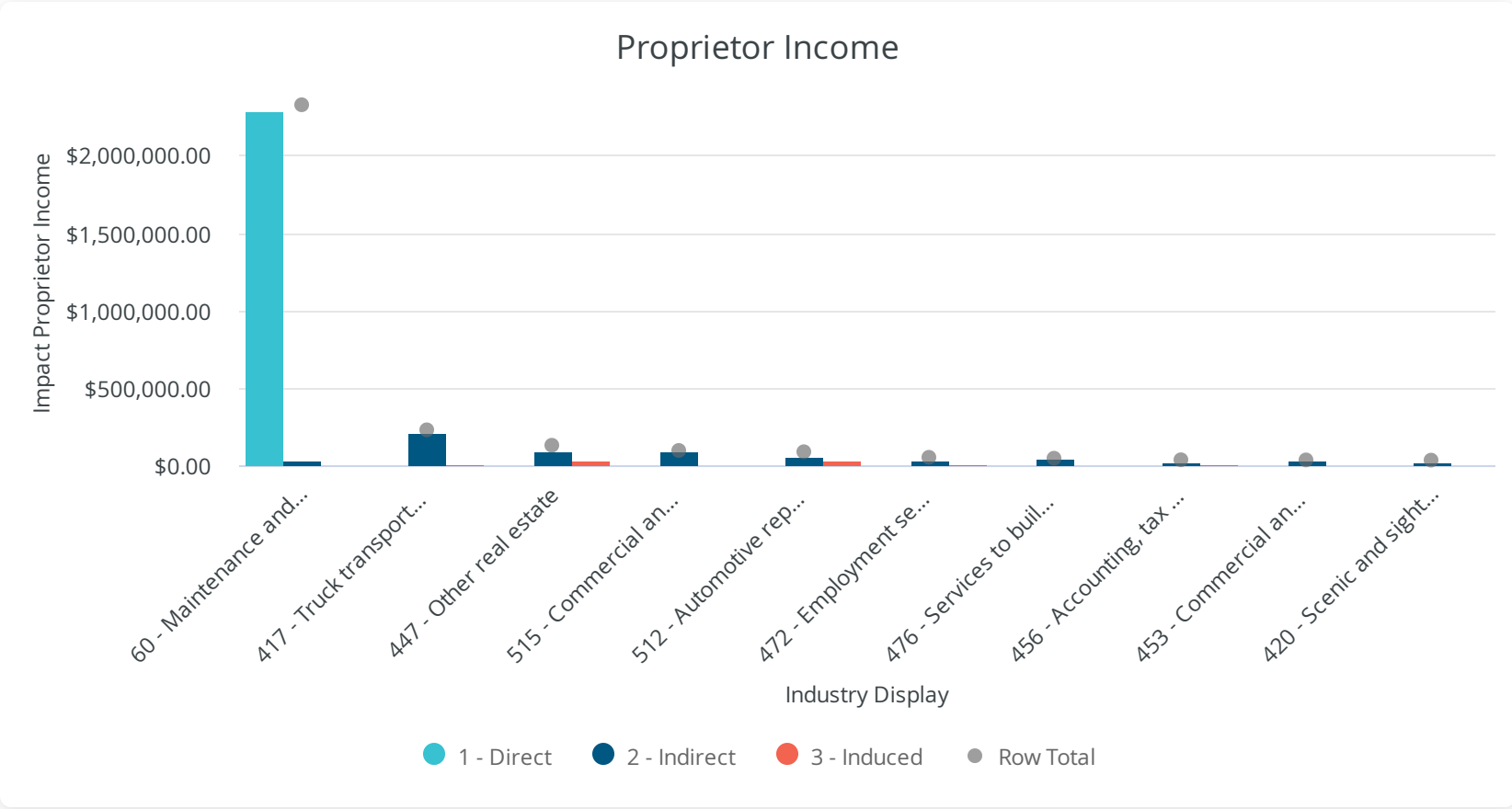
Impact Results Employment

year is 2021 group_name is Circulus Total Economic Impact (2019) run_id is 100075



Industries by Impact					
Impact		> 1 - Direct		2 - Indirect	
		3 - Induced		Total	
	Industry Display	Impact Employment	Impact Employment	Impact Employment	Impact Employment
1	60 - Maintenance and repair construction of nonresidential structures	126.79	1.77	0.17	128.73
2	164 - Plastics material and resin manufacturing	50.00	0.00	0.00	50.00
3	400 - Wholesale - Other nondurable goods merchant wholesalers	0.00	15.69	0.41	16.10
4	405 - Retail - Building material and garden equipment and supplies stores	0.00	14.15	0.45	14.60
5	417 - Truck transportation	0.00	6.56	0.35	6.91
6	447 - Other real estate	0.00	4.87	1.68	6.55
7	472 - Employment services	0.00	4.71	1.37	6.07
8	476 - Services to buildings	0.00	5.61	0.43	6.04
9	510 - Limited-service restaurants	0.00	0.78	4.72	5.51
10	509 - Full-service restaurants	0.00	1.64	3.38	5.02
11	469 - Management of companies and enterprises	0.00	4.63	0.29	4.92
12	396 - Wholesale - Other durable goods merchant wholesalers	0.00	4.34	0.26	4.60
13	512 - Automotive repair and maintenance, except car washes	0.00	2.74	1.52	4.26
14	515 - Commercial and industrial machinery and equipment repair and maintenance	0.00	4.02	0.19	4.22
15	490 - Hospitals	0.00	0.00	3.75	3.75
16	422 - Warehousing and storage	0.00	2.82	0.52	3.34
Totals		176.79	122.55	61.84	361.18

year is 2021 group_name is Circulus Total Economic Impact (2019) run_id is 100075



Proprietor Income						
	Impact	>	1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display		Proprietor In...	Proprietor In...	Proprietor In...	Propriet... >
1	60 - Maintenance and repair constructio...		\$2,291,539.91	\$31,924.09	\$3,102.98	\$2,326,566.99
2	417 - Truck transportation		\$0.00	\$216,789.28	\$11,659.86	\$228,449.14
3	447 - Other real estate		\$0.00	\$95,855.78	\$33,083.95	\$128,939.73
4	515 - Commercial and industrial machin...		\$0.00	\$91,000.38	\$4,320.22	\$95,320.60
5	512 - Automotive repair and maintenanc...		\$0.00	\$56,033.41	\$30,940.63	\$86,974.04
6	472 - Employment services		\$0.00	\$39,610.04	\$11,507.63	\$51,117.68
7	476 - Services to buildings		\$0.00	\$42,040.91	\$3,228.80	\$45,269.72
8	456 - Accounting, tax preparation, book...		\$0.00	\$29,081.70	\$6,002.71	\$35,084.41
9	453 - Commercial and industrial machin...		\$0.00	\$33,350.84	\$887.39	\$34,238.23
10	420 - Scenic and sightseeing transportati...		\$0.00	\$28,671.49	\$4,174.10	\$32,845.60
11	400 - Wholesale - Other nondurable goods...		\$0.00	\$29,598.87	\$781.39	\$30,380.26
12	457 - Architectural, engineering, and rela...		\$0.00	\$28,761.41	\$1,224.92	\$29,986.33
13	432 - Cable and other subscription progr...		\$0.00	\$22,807.12	\$6,244.57	\$29,051.69
14	405 - Retail - Building material and garde...		\$0.00	\$27,507.76	\$869.47	\$28,377.24
15	408 - Retail - Gasoline stores		\$0.00	\$11,325.15	\$16,593.01	\$27,918.16
16	517 - Personal care services		\$0.00	\$0.00	\$26,016.77	\$26,016.77
Totals			\$2,291,539.91	\$1,060,627.59	\$434,851.61	\$3,787,019.11

Taxes on Production and Imports					
	Impact	> 1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Taxes on Pro...	Taxes on Pro...	Taxes on Pro...	Taxes on ...
1	400 - Wholesale - Other nondurable goo...	\$0.00	\$1,351,503.13	\$35,678.67	\$1,387,181.80
2	164 - Plastics material and resin manufa...	\$1,289,773.30	\$91.12	\$0.28	\$1,289,864.70
3	399 - Wholesale - Petroleum and petrole...	\$0.00	\$788,233.79	\$56,221.83	\$844,455.62
4	405 - Retail - Building material and garde...	\$0.00	\$427,725.55	\$13,519.68	\$441,245.23
5	60 - Maintenance and repair constructio...	\$292,835.56	\$4,079.58	\$396.53	\$297,311.66
6	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$185,587.49	\$185,587.49
7	396 - Wholesale - Other durable goods m...	\$0.00	\$120,473.06	\$7,302.17	\$127,775.23
8	395 - Wholesale - Machinery, equipment,...	\$0.00	\$91,280.33	\$2,019.44	\$93,299.77
9	394 - Wholesale - Household appliances ...	\$0.00	\$59,785.19	\$3,001.05	\$62,786.24
10	411 - Retail - General merchandise stores	\$0.00	\$20,473.18	\$38,610.51	\$59,083.69
11	512 - Automotive repair and maintenanc...	\$0.00	\$36,157.93	\$19,965.76	\$56,123.69
12	515 - Commercial and industrial machin...	\$0.00	\$52,117.69	\$2,474.28	\$54,591.96
13	48 - Natural gas distribution	\$0.00	\$44,857.16	\$5,549.20	\$50,406.36
14	402 - Retail - Motor vehicle and parts dea...	\$0.00	\$27,115.83	\$22,774.70	\$49,890.54
15	448 - Tenant-occupied housing	\$0.00	\$0.00	\$45,994.31	\$45,994.31
16	510 - Limited-service restaurants	\$0.00	\$6,399.80	\$38,730.36	\$45,130.17
Totals		\$1,582,608.86	\$3,352,960.52	\$715,355.49	\$5,650,924.87

Other Property Income						
	Impact	1 - Direct	2 - Indirect	3 - Induced	Total	
	Industry Display	Other Proper...	Other Proper...	Other Proper...	Other Pr...	▼
1	60 - Maintenance and repair constructio...	\$4,730,891.62	\$65,907.39	\$6,406.12	\$4,803,205.14	
2	164 - Plastics material and resin manufa...	\$3,506,362.58	\$247.71	\$0.76	\$3,506,611.05	
3	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$1,187,495.34	\$1,187,495.34	
4	533 - Local government electric utilities	\$0.00	\$319,153.27	\$29,532.60	\$348,685.87	
5	400 - Wholesale - Other nondurable goo...	\$0.00	\$297,192.59	\$7,845.66	\$305,038.25	
6	448 - Tenant-occupied housing	\$0.00	\$0.00	\$276,220.39	\$276,220.39	
7	405 - Retail - Building material and garde...	\$0.00	\$245,314.38	\$7,753.97	\$253,068.35	
8	447 - Other real estate	\$0.00	\$186,985.43	\$64,536.71	\$251,522.14	
9	453 - Commercial and industrial machin...	\$0.00	\$237,676.68	\$6,324.05	\$244,000.73	
10	441 - Monetary authorities and depositor...	\$0.00	\$109,625.60	\$71,374.73	\$181,000.32	
11	154 - Petroleum refineries	\$0.00	\$148,710.65	\$5,996.14	\$154,706.79	
12	456 - Accounting, tax preparation, bookk...	\$0.00	\$72,423.82	\$14,948.88	\$87,372.71	
13	395 - Wholesale - Machinery, equipment,...	\$0.00	\$73,871.78	\$1,634.30	\$75,506.08	
14	472 - Employment services	\$0.00	\$57,352.15	\$16,662.12	\$74,014.27	
15	534 - Other local government enterprises	\$0.00	\$46,507.70	\$24,533.33	\$71,041.03	
16	479 - Waste management and remediati...	\$0.00	\$60,807.56	\$7,409.09	\$68,216.64	
Totals		\$8,237,254.20	\$2,622,470.22	\$2,091,350.60	\$12,951,075.02	

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Tax Impact Results

year is 2021 group_name is Circulus Total Economic Impact (2019) run_id is 100075

State and Local Tax Impacts															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$36,492.40	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$36,492.40
2	15015	Social Insurance Tax- Employ...	\$55,823.15	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$55,823.15
3	15020	TOPI: Sales Tax	⌚	\$2,681,140....	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$2,681,140....
4	15021	TOPI: Property Tax	⌚	\$1,629,555....	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$1,629,555....
5	15022	TOPI: Motor Vehicle License	⌚	\$60,736.14	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$60,736.14
6	15023	TOPI: Severance Tax	⌚	\$3,953.14	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$3,953.14
7	15024	TOPI: Other Taxes	⌚	\$326,897.34	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$326,897.34
8	15025	TOPI: Special Assessments	⌚	\$135,119.18	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$135,119.18
9	15026	Corporate Profits Tax	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$180,518.18	\$180,518.18
10	15027	Personal Tax: Income Tax	⌚	⌚	\$(211.17)	\$(222.88)	\$4,435.12	\$10,759.18	\$47,153.74	\$113,280.56	\$190,590.96	\$112,377.61	\$197,348.52	⌚	\$675,511.64
11	15030	Personal Tax: Motor Vehicle L...	⌚	⌚	\$84.31	\$599.12	\$875.71	\$1,079.47	\$2,919.32	\$4,528.15	\$4,572.42	\$1,956.37	\$1,547.30	⌚	\$18,162.16
12	15031	Personal Tax: Property Taxes	⌚	⌚	\$23.88	\$321.53	\$380.39	\$478.37	\$1,306.66	\$1,651.65	\$2,374.30	\$1,639.50	\$1,480.13	⌚	\$9,656.42
13	15032	Personal Tax: Other Tax (Fish...	⌚	⌚	\$0.09	\$44.65	\$9.27	\$12.47	\$938.94	\$306.08	\$214.85	\$347.17	\$1,000.98	⌚	\$2,874.50
Totals			\$92,315.55	\$4,837,401.09	\$(102.89)	\$742.42	\$5,700.49	\$12,329.50	\$52,318.65	\$119,766.44	\$197,752.53	\$116,320.64	\$201,376.94	\$180,518.18	\$5,816,439.54

Federal Tax Impacts																	
		Type Code Paying	>	5001	6001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Pay...	>	Employee ...	Proprietor ...	Tax on Pro...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Enterprise...	
	Transfer Code	Description		Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...
1	15014	Social Insurance Tax- Empl...		\$1,058,234...	\$153,669.27												\$1,211,904...
2	15015	Social Insurance Tax- Empl...		\$970,637.40													\$970,637.40
3	15017	TOPI: Excise Taxes				\$435,717.19											\$435,717.19
4	15018	TOPI: Custom Duty				\$353,163.16											\$353,163.16
5	15026	Corporate Profits Tax														\$402,647.25	\$402,647.25
6	15027	Personal Tax: Income Tax					\$(522.25)	\$(7,710.85)	\$(3,757.55)	\$11,077.42	\$84,396.48	\$224,557.32	\$442,833.86	\$303,797.86	\$696,170.20		\$1,750,842...
7	15028	Personal Tax: Estate and Gi...					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Totals				\$2,028,872.27	\$153,669.27	\$788,880.35	\$(522.25)	\$(7,710.85)	\$(3,757.55)	\$11,077.42	\$84,396.48	\$224,557.32	\$442,833.86	\$303,797.86	\$696,170.20	\$402,647.25	\$5,124,911.63

County Tax Impacts																
		Type Code Paying	>	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying	>	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description		Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...		\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
2	15015	Social Insurance Tax- Employ...		\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
3	15020	TOPI: Sales Tax		⌚	\$96,418.78	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$96,418.78
4	15021	TOPI: Property Tax		⌚	\$449,644.88	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$449,644.88
5	15022	TOPI: Motor Vehicle License		⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
6	15023	TOPI: Severance Tax		⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
7	15024	TOPI: Other Taxes		⌚	\$54,243.58	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$54,243.58
8	15025	TOPI: Special Assessments		⌚	\$38,521.24	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$38,521.24
9	15026	Corporate Profits Tax		⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
11	15030	Personal Tax: Motor Vehicle L...		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
12	15031	Personal Tax: Property Taxes		⌚	⌚	\$6.59	\$88.72	\$104.96	\$132.00	\$360.55	\$455.74	\$655.14	\$452.39	\$408.41	⌚	\$2,664.51
13	15032	Personal Tax: Other Tax (Fish...		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals				\$0.00	\$638,828.49	\$6.59	\$88.72	\$104.96	\$132.00	\$360.55	\$455.74	\$655.14	\$452.39	\$408.41	\$0.00	\$641,492.99

Sub County General Tax Impacts -															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
2	15015	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
3	15020	TOPI: Sales Tax	⌚	\$371,453.01	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$371,453.01
4	15021	TOPI: Property Tax	⌚	\$238,030.13	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$238,030.13
5	15022	TOPI: Motor Vehicle License	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
6	15023	TOPI: Severance Tax	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
7	15024	TOPI: Other Taxes	⌚	\$89,808.28	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$89,808.28
8	15025	TOPI: Special Assessments	⌚	\$8,561.07	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$8,561.07
9	15026	Corporate Profits Tax	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
11	15030	Personal Tax: Motor Vehicle L...	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
12	15031	Personal Tax: Property Taxes	⌚	⌚	\$3.49	\$46.97	\$55.56	\$69.88	\$190.86	\$241.26	\$346.82	\$239.48	\$216.20	⌚	\$1,410.52
13	15032	Personal Tax: Other Tax (Fish...	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals			\$0.00	\$707,852.48	\$3.49	\$46.97	\$55.56	\$69.88	\$190.86	\$241.26	\$346.82	\$239.48	\$216.20	\$0.00	\$709,263.00

Sub County (Special Districts) Tax Impacts															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$0.00	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00
2	15015	Social Insurance Tax- Employ...	\$0.00	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00
3	15020	TOPI: Sales Tax	⊘	\$0.00	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00
4	15021	TOPI: Property Tax	⊘	\$843,911.08	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$843,911.08
5	15022	TOPI: Motor Vehicle License	⊘	\$11.35	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$11.35
6	15023	TOPI: Severance Tax	⊘	\$0.00	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00
7	15024	TOPI: Other Taxes	⊘	\$499.99	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$499.99
8	15025	TOPI: Special Assessments	⊘	\$88,036.88	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$88,036.88
9	15026	Corporate Profits Tax	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax	⊘	⊘	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⊘	\$0.00
11	15030	Personal Tax: Motor Vehicle L...	⊘	⊘	\$0.01	\$0.09	\$0.13	\$0.16	\$0.43	\$0.67	\$0.68	\$0.29	\$0.23	⊘	\$2.69
12	15031	Personal Tax: Property Taxes	⊘	⊘	\$12.37	\$166.51	\$197.00	\$247.74	\$676.69	\$855.36	\$1,229.60	\$849.06	\$766.53	⊘	\$5,000.85
13	15032	Personal Tax: Other Tax (Fish...	⊘	⊘	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⊘	\$0.00
Totals			\$0.00	\$932,459.30	\$12.38	\$166.60	\$197.13	\$247.90	\$677.12	\$856.03	\$1,230.28	\$849.35	\$766.76	\$0.00	\$937,462.83

State Tax Impacts															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$36,492.40	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$36,492.40
2	15015	Social Insurance Tax- Employ...	\$55,823.15	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$55,823.15
3	15020	TOPI: Sales Tax	⊘	\$2,213,268....	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$2,213,268....
4	15021	TOPI: Property Tax	⊘	\$97,969.09	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$97,969.09
5	15022	TOPI: Motor Vehicle License	⊘	\$60,724.79	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$60,724.79
6	15023	TOPI: Severance Tax	⊘	\$3,953.14	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$3,953.14
7	15024	TOPI: Other Taxes	⊘	\$182,345.48	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$182,345.48
8	15025	TOPI: Special Assessments	⊘	\$0.00	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$0.00
9	15026	Corporate Profits Tax	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	⊘	\$180,518.18	\$180,518.18
10	15027	Personal Tax: Income Tax	⊘	⊘	\$ (211.17)	\$ (222.88)	\$4,435.12	\$10,759.18	\$47,153.74	\$113,280.56	\$190,590.96	\$112,377.61	\$197,348.52	⊘	\$675,511.64
11	15030	Personal Tax: Motor Vehicle L...	⊘	⊘	\$84.30	\$599.03	\$875.58	\$1,079.31	\$2,918.89	\$4,527.48	\$4,571.74	\$1,956.08	\$1,547.07	⊘	\$18,159.48
12	15031	Personal Tax: Property Taxes	⊘	⊘	\$1.44	\$19.33	\$22.87	\$28.76	\$78.56	\$99.30	\$142.74	\$98.57	\$88.99	⊘	\$580.55
13	15032	Personal Tax: Other Tax (Fish...	⊘	⊘	\$0.09	\$44.65	\$9.27	\$12.47	\$938.94	\$306.08	\$214.85	\$347.17	\$1,000.98	⊘	\$2,874.50
Totals			\$92,315.55	\$2,558,260.83	\$ (125.35)	\$440.13	\$5,342.84	\$11,879.73	\$51,090.12	\$118,213.42	\$195,520.29	\$114,779.42	\$199,985.57	\$180,518.18	\$3,528,220.72



CIRCULUS
CAPITAL RENOVATIONS
ECONOMIC IMPACT REPORT
PROGRAM: IMPLAN ONLINE DATASET 2019

REPORT PREPARED BY:

APRIL HENDERSON POTTER
DIRECTOR OF MARKET RESEARCH

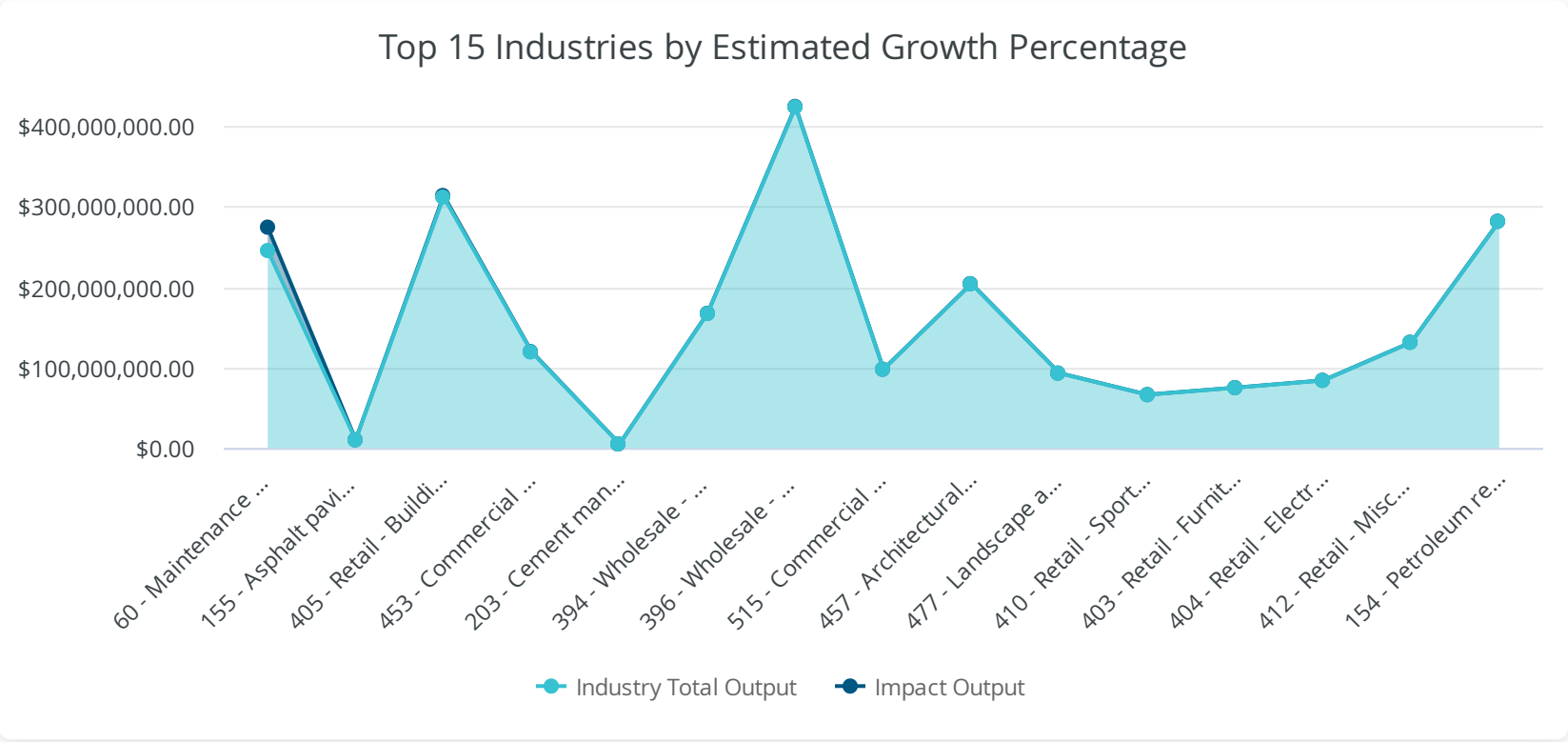
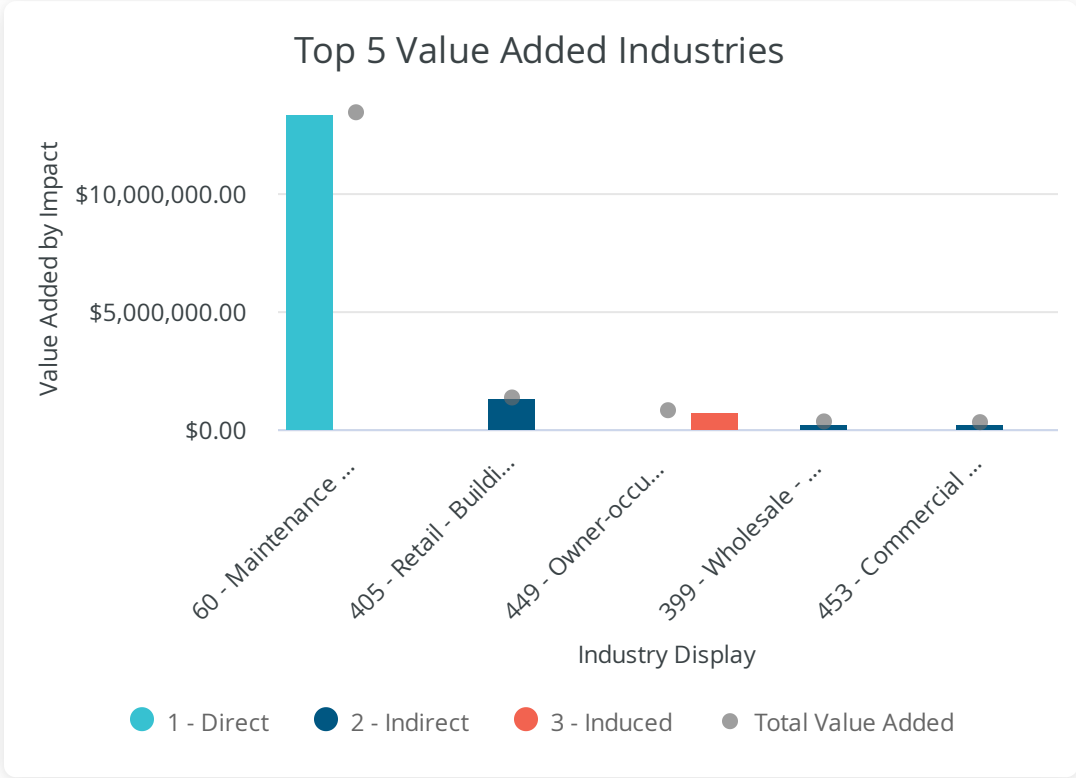
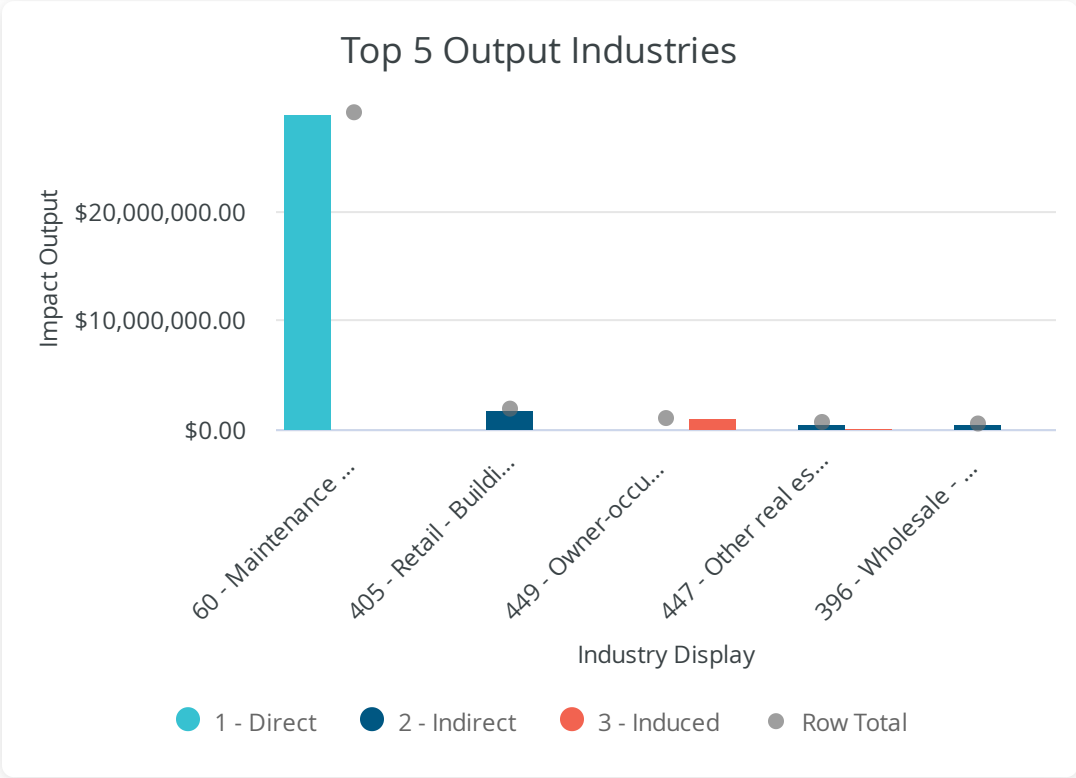
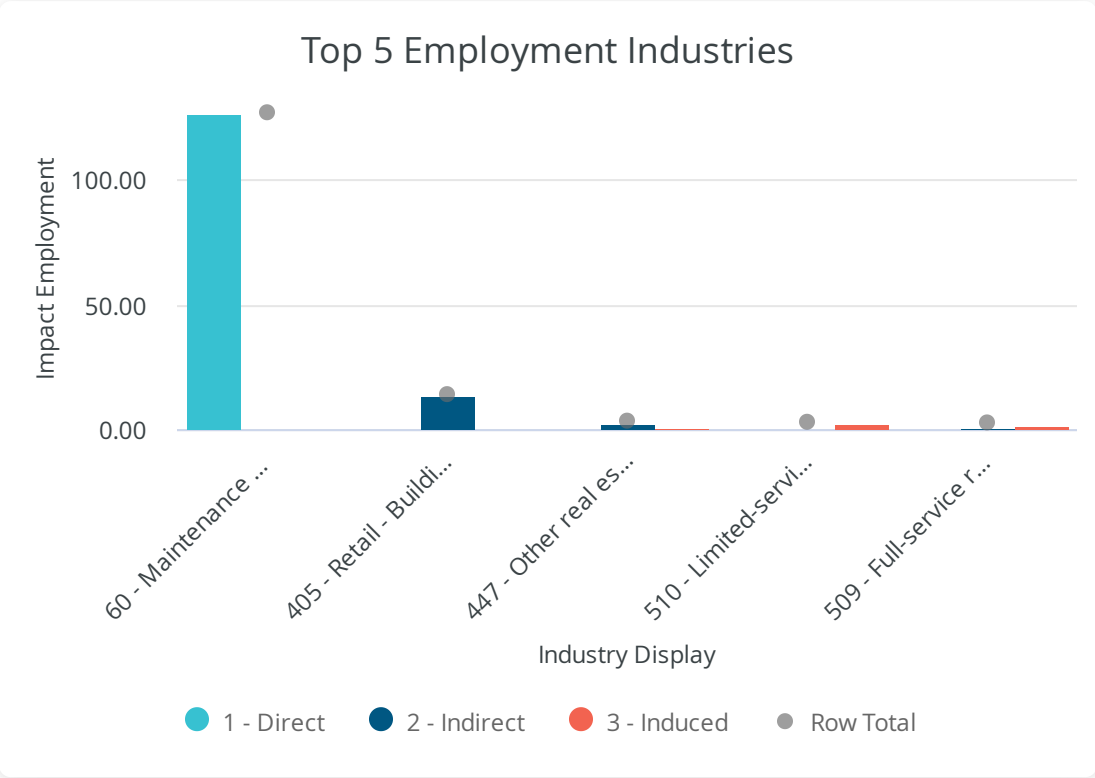
3/29/2021

Impact Results Overview

year is 2021 group_name is Circulus Capital Renovations Economic Impact (2019) run_id is 100075

Economic Indicators by Impact				
Impact ^	Employment	Labor Income	Value Added	Output
1 - Direct	126.79	\$8,367,344.11	\$13,391,071.29	\$29,000,000.00
2 - Indirect	44.01	\$2,127,722.00	\$4,100,107.02	\$7,272,264.70
3 - Induced	36.04	\$1,786,602.42	\$3,421,560.47	\$5,516,201.85
Totals	206.84	\$12,281,668.52	\$20,912,738.78	\$41,788,466.55

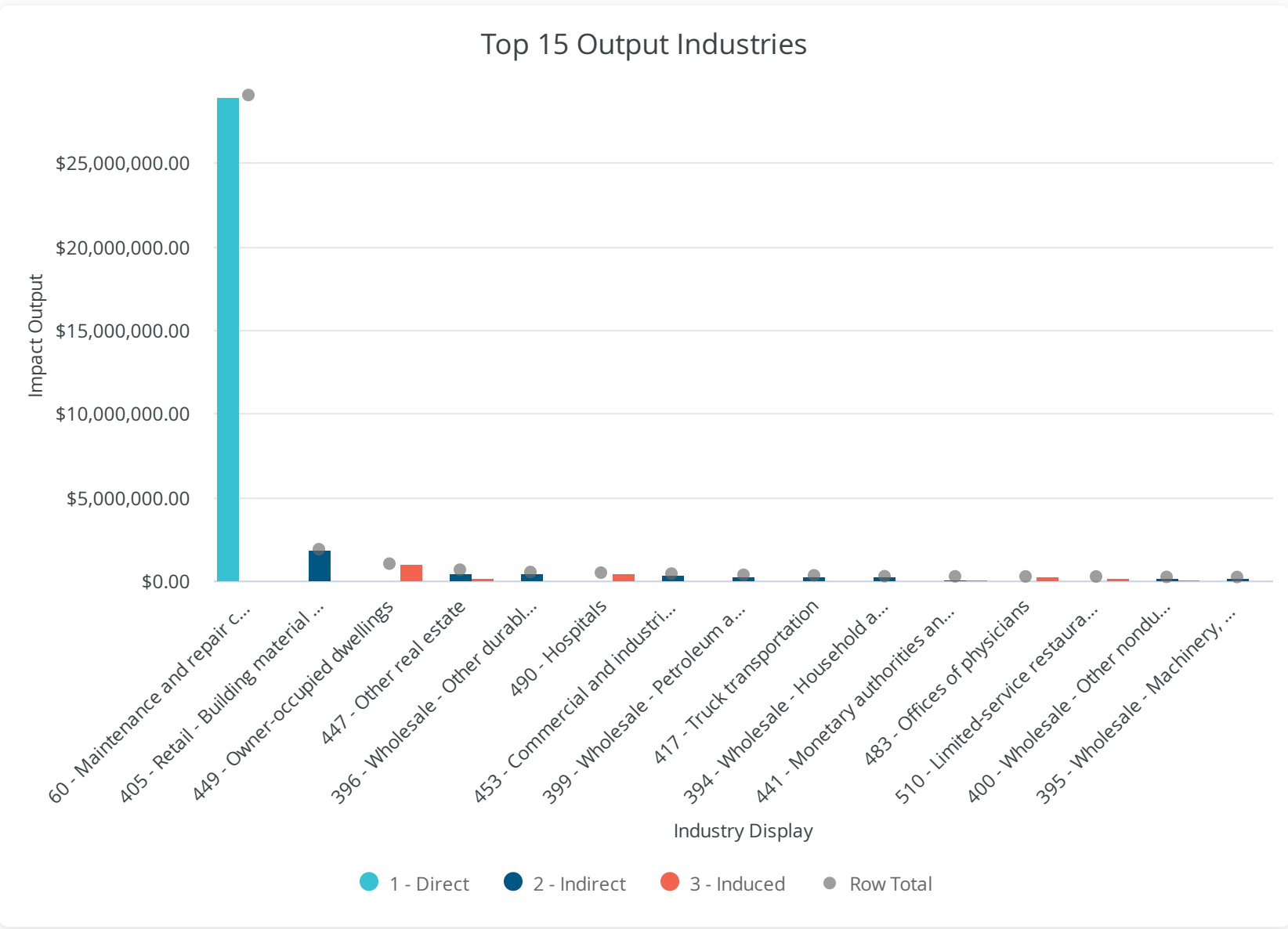
Tax Results						
Impact ^	Sub County...	Sub County...	County	State	Federal	Total
1 - Direct	\$36,901.08	\$49,865.58	\$33,858.23	\$512,101.54	\$1,700,925.12	\$2,333,651.54
2 - Indirect	\$133,736.36	\$176,487.77	\$120,835.23	\$574,971.41	\$575,059.60	\$1,581,090.37
3 - Induced	\$52,350.04	\$69,224.70	\$47,361.91	\$272,050.53	\$430,588.20	\$871,575.38
Totals	\$222,987.49	\$295,578.04	\$202,055.36	\$1,359,123.47	\$2,706,572.93	\$4,786,317.29



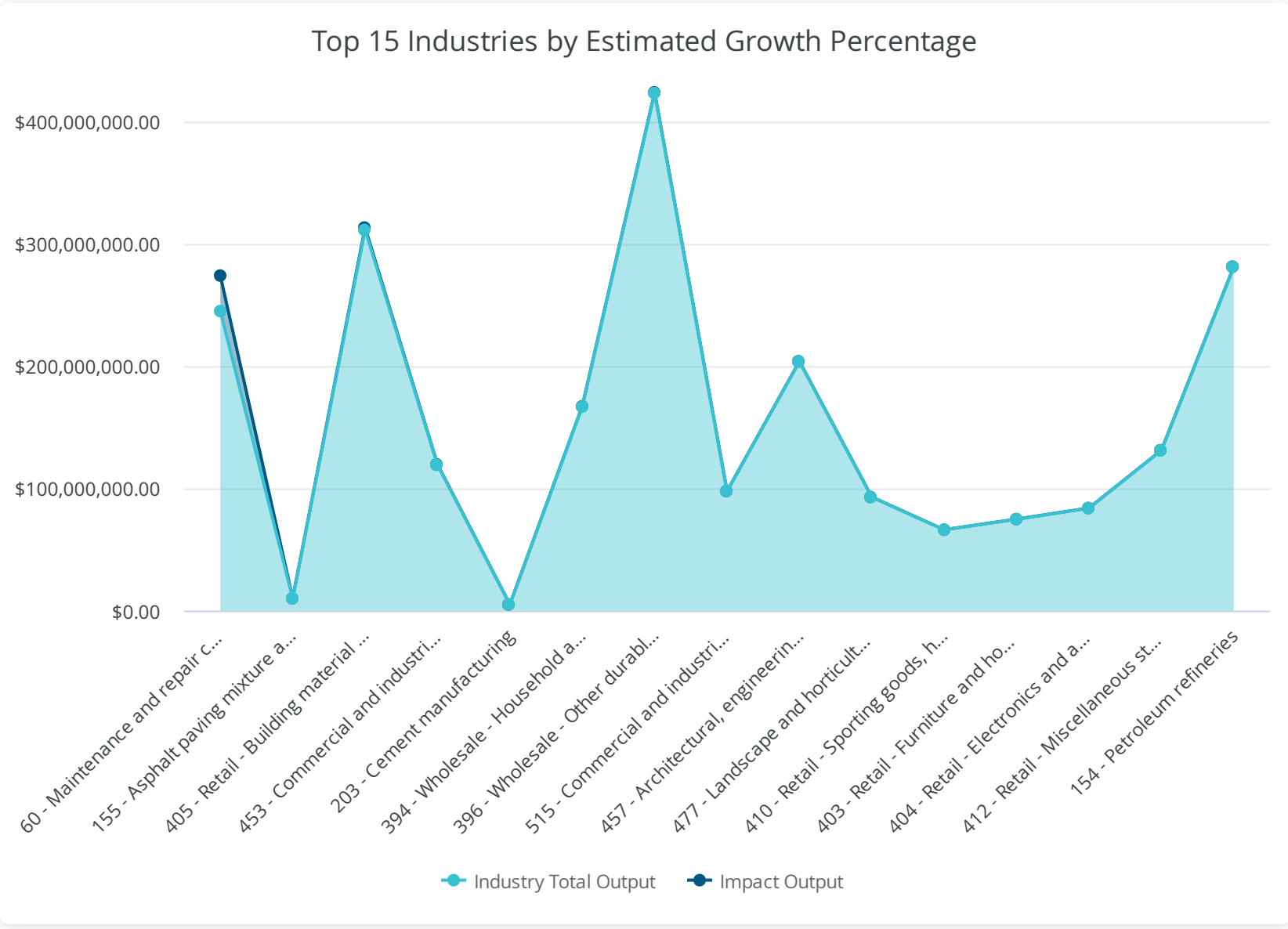
Industries by Estimated Growth Percentage					
	Display Code	Display Descripti...	Industry Total Ou...	Impact Output	Estimated Gr... ▾
1	60	Maintenance and repa...	\$245,360,118.05	\$29,064,726.01	11.85%
2	155	Asphalt paving mixtur...	\$10,007,286.56	\$110,629.41	1.11%
3	405	Retail - Building materi...	\$311,842,255.75	\$1,881,212.71	.60%
4	453	Commercial and indus...	\$119,354,825.84	\$421,601.92	.35%
5	203	Cement manufacturing	\$5,025,504.87	\$9,107.28	.18%
6	394	Wholesale - Househol...	\$167,076,268.91	\$264,898.45	.16%
7	396	Wholesale - Other dur...	\$423,891,996.91	\$516,705.22	.12%
8	515	Commercial and indus...	\$97,782,553.64	\$82,612.56	.08%
9	457	Architectural, enginee...	\$203,997,961.33	\$167,663.35	.08%
10	477	Landscape and horticu...	\$92,935,144.69	\$73,587.98	.08%
11	410	Retail - Sporting goods...	\$66,194,860.01	\$51,558.09	.08%
12	403	Retail - Furniture and h...	\$74,869,409.72	\$58,212.33	.08%
13	404	Retail - Electronics and...	\$83,949,877.74	\$64,690.64	.08%
14	412	Retail - Miscellaneous ...	\$131,235,055.68	\$99,981.70	.08%
15	154	Petroleum refineries	\$281,533,784.64	\$214,486.13	.08%

Impact Results Output

year is 2021 group_name is Circulus Capital Renovations Economic Impact (2019) run_id is 100075



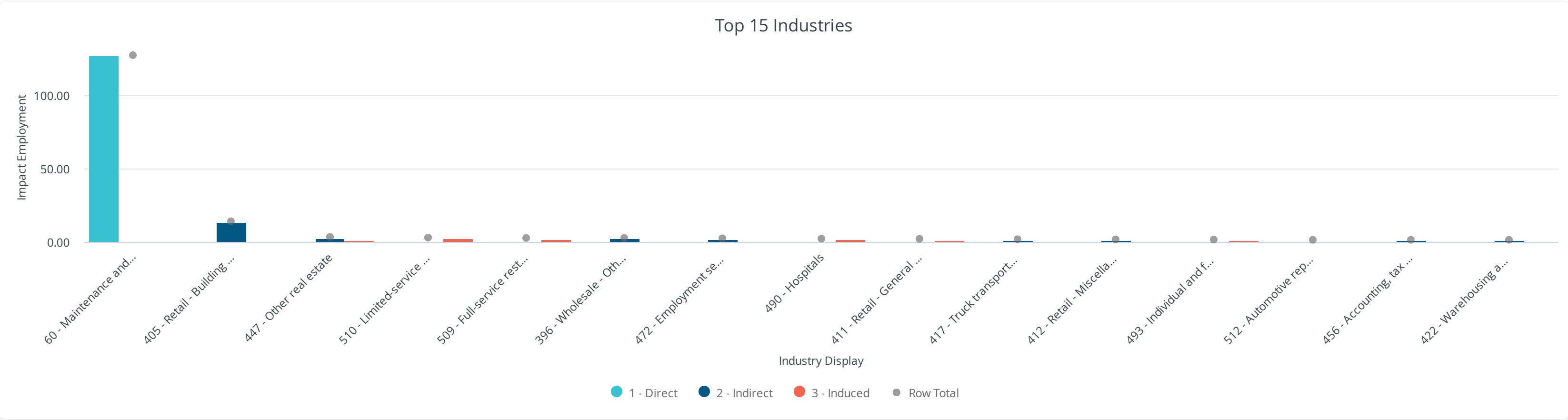
Industries by Impact					
Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Output	Output	Output	Output
1	60 - Maintenance and repair construction	\$29,000,000.00	\$41,859.47	\$22,866.53	\$29,064,726.01
2	405 - Retail - Building material and garden supplies	\$0.00	\$1,846,286.66	\$34,926.05	\$1,881,212.71
3	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$1,017,787.87	\$1,017,787.87
4	447 - Other real estate	\$0.00	\$466,882.38	\$188,317.28	\$655,199.65
5	396 - Wholesale - Other durable goods manufacturing	\$0.00	\$487,245.14	\$29,460.08	\$516,705.22
6	490 - Hospitals	\$0.00	\$0.00	\$478,391.56	\$478,391.56
7	453 - Commercial and industrial machinery and equipment	\$0.00	\$412,506.64	\$9,095.28	\$421,601.92
8	399 - Wholesale - Petroleum and petroleum products	\$0.00	\$314,621.49	\$35,665.60	\$350,287.09
9	417 - Truck transportation	\$0.00	\$282,114.02	\$35,904.09	\$318,018.11
10	394 - Wholesale - Household appliances and electronics	\$0.00	\$250,586.25	\$14,312.21	\$264,898.45
11	441 - Monetary authorities and depository institutions	\$0.00	\$133,195.72	\$123,800.10	\$256,995.82
12	483 - Offices of physicians	\$0.00	\$0.00	\$252,997.50	\$252,997.50
13	510 - Limited-service restaurants	\$0.00	\$17,716.57	\$232,575.44	\$250,292.01
14	400 - Wholesale - Other nondurable goods	\$0.00	\$156,368.69	\$67,644.52	\$224,013.21
15	395 - Wholesale - Machinery, equipment, and supplies	\$0.00	\$209,322.16	\$8,129.88	\$217,452.03
16	448 - Tenant-occupied housing	\$0.00	\$0.00	\$216,762.11	\$216,762.11
17	154 - Petroleum refineries	\$0.00	\$193,014.74	\$21,471.39	\$214,486.13
18	509 - Full-service restaurants	\$0.00	\$51,581.46	\$141,477.03	\$193,058.49
19	472 - Employment services	\$0.00	\$128,922.81	\$63,085.33	\$192,008.15
20	456 - Accounting, tax preparation, bookkeeping, and related services	\$0.00	\$137,227.59	\$40,923.48	\$178,151.07
21	411 - Retail - General merchandise stores	\$0.00	\$75,588.33	\$99,946.09	\$175,534.42
22	457 - Architectural, engineering, and related services	\$0.00	\$160,945.36	\$6,717.99	\$167,663.35
23	422 - Warehousing and storage	\$0.00	\$127,943.69	\$34,809.20	\$162,752.89
Totals		\$29,000,000.00	\$7,272,264.70	\$5,516,201.85	\$41,788,466.55



Industries by Estimated Growth Percentage					
	Display Code	Display Description	Industry Total Output	Impact Output	Estimated Growth Percentage
1	60	Maintenance and repair construction	\$245,360,118.05	\$29,064,726.01	11.85%
2	155	Asphalt paving mixture and concrete	\$10,007,286.56	\$110,629.41	1.11%
3	405	Retail - Building material and garden supplies	\$311,842,255.75	\$1,881,212.71	.60%
4	453	Commercial and industrial machinery and equipment	\$119,354,825.84	\$421,601.92	.35%
5	203	Cement manufacturing	\$5,025,504.87	\$9,107.28	.18%
6	394	Wholesale - Household appliances and electronics	\$167,076,268.91	\$264,898.45	.16%
7	396	Wholesale - Other durable goods manufacturing	\$423,891,996.91	\$516,705.22	.12%
8	515	Commercial and industrial machinery and equipment	\$97,782,553.64	\$82,612.56	.08%
9	457	Architectural, engineering, and related services	\$203,997,961.33	\$167,663.35	.08%
10	477	Landscape and horticulture	\$92,935,144.69	\$73,587.98	.08%
11	410	Retail - Sporting goods, hobby, and recreation	\$66,194,860.01	\$51,558.09	.08%
12	403	Retail - Furniture and home furnishings	\$74,869,409.72	\$58,212.33	.08%
13	404	Retail - Electronics and appliances	\$83,949,877.74	\$64,690.64	.08%
14	412	Retail - Miscellaneous stores	\$131,235,055.68	\$99,981.70	.08%
15	154	Petroleum refineries	\$281,533,784.64	\$214,486.13	.08%
16	461	Other computer related services	\$34,661,750.27	\$24,922.99	.07%
17	514	Electronic and precision instruments	\$31,119,756.22	\$21,621.52	.07%
18	465	Advertising, public relations, and related services	\$42,340,631.36	\$29,102.45	.07%
19	455	Legal services	\$186,305,556.25	\$126,668.80	.07%
20	456	Accounting, tax preparation, bookkeeping, and related services	\$271,764,382.58	\$178,151.07	.07%
21	160	Industrial gas manufacturing	\$7,296,390.08	\$4,745.60	.07%
22	451	General and consumer services	\$51,233,672.34	\$30,546.19	.06%
23	516	Personal and household services	\$32,503,437.04	\$18,726.56	.06%
24	423	Newspaper publishers	\$8,716,381.35	\$4,983.26	.06%
25	435	Satellite, telecommunications, and related services	\$15,631,215.65	\$8,824.01	.06%

Impact Results Employment

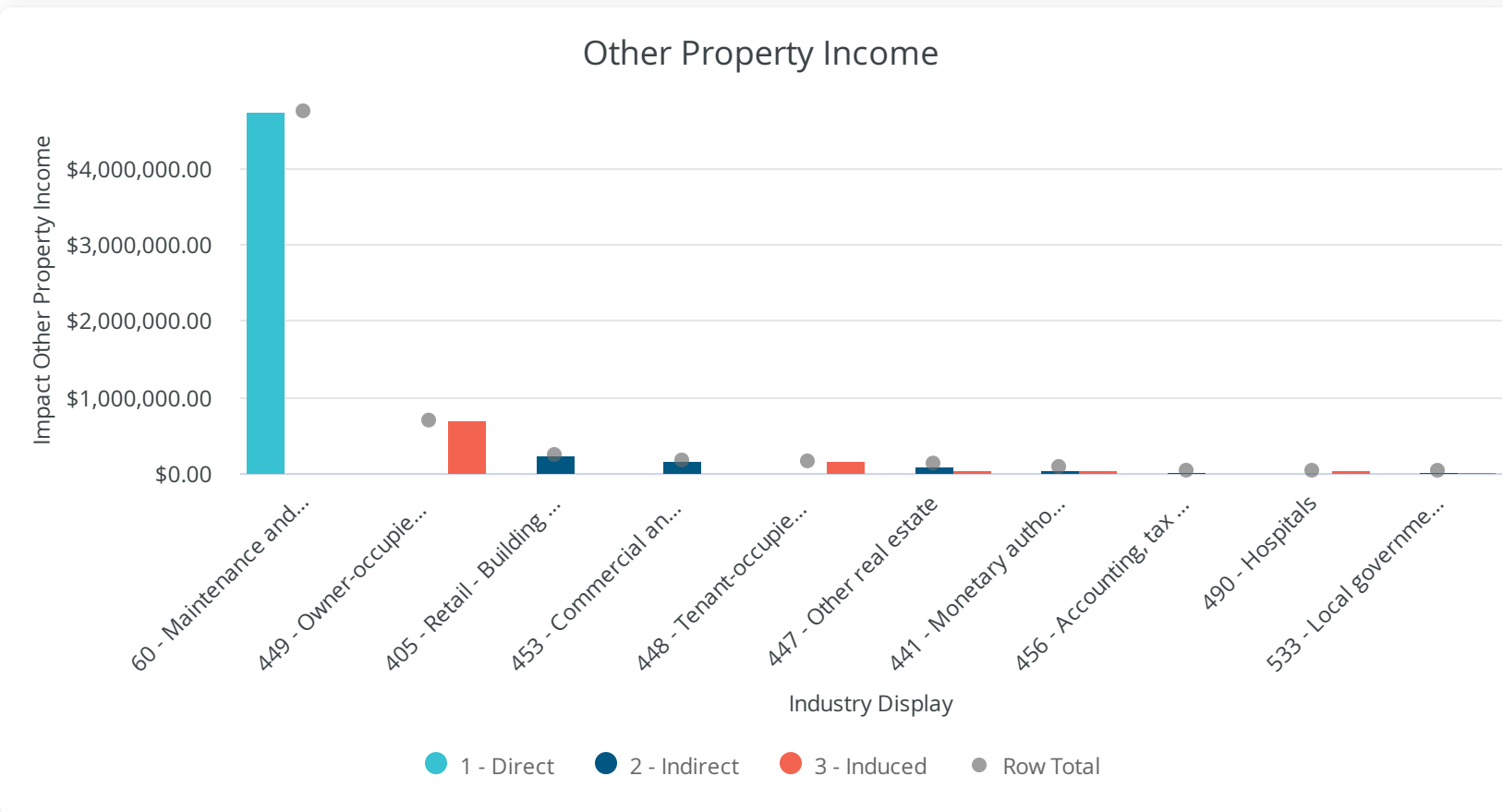
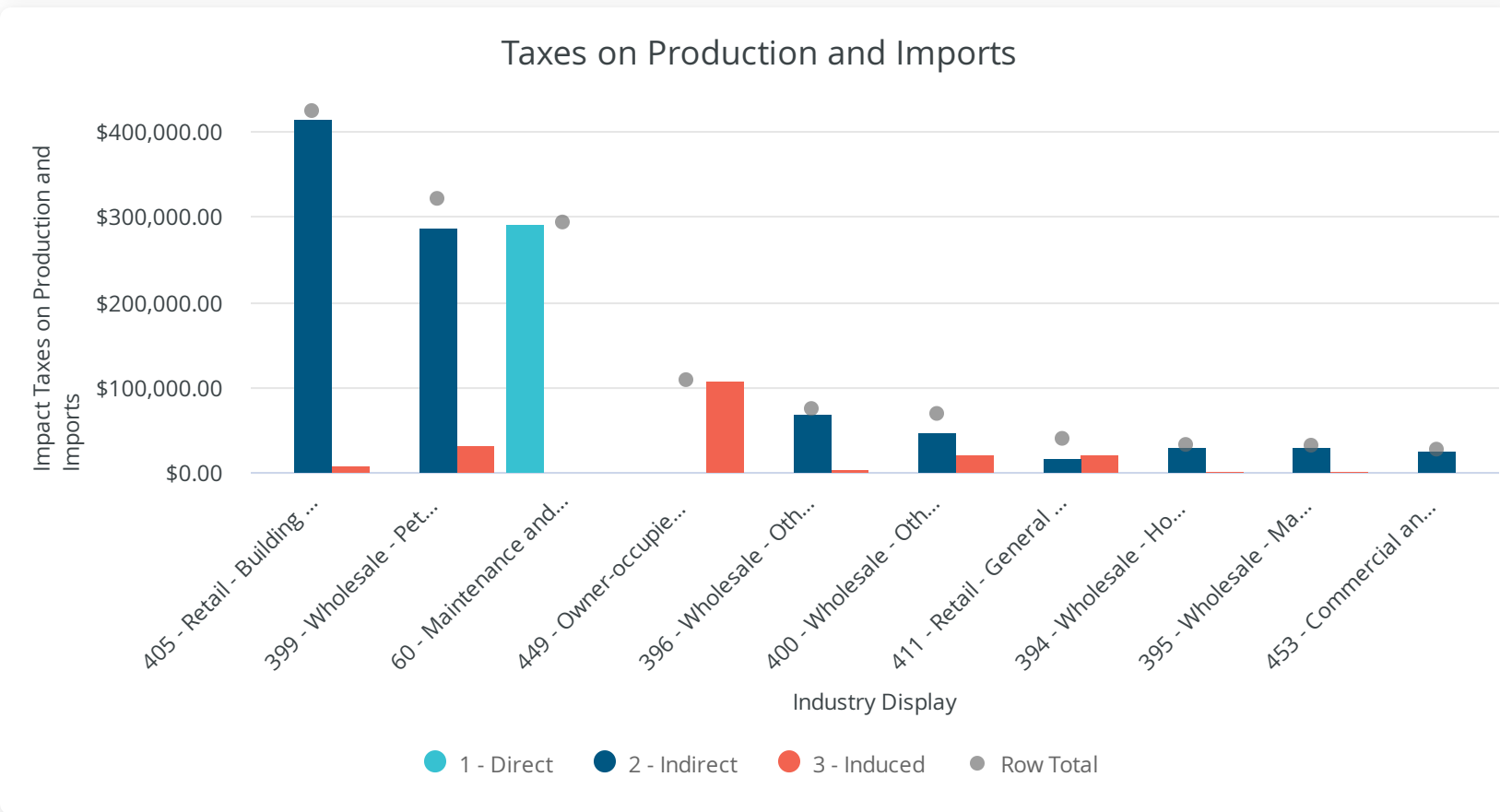
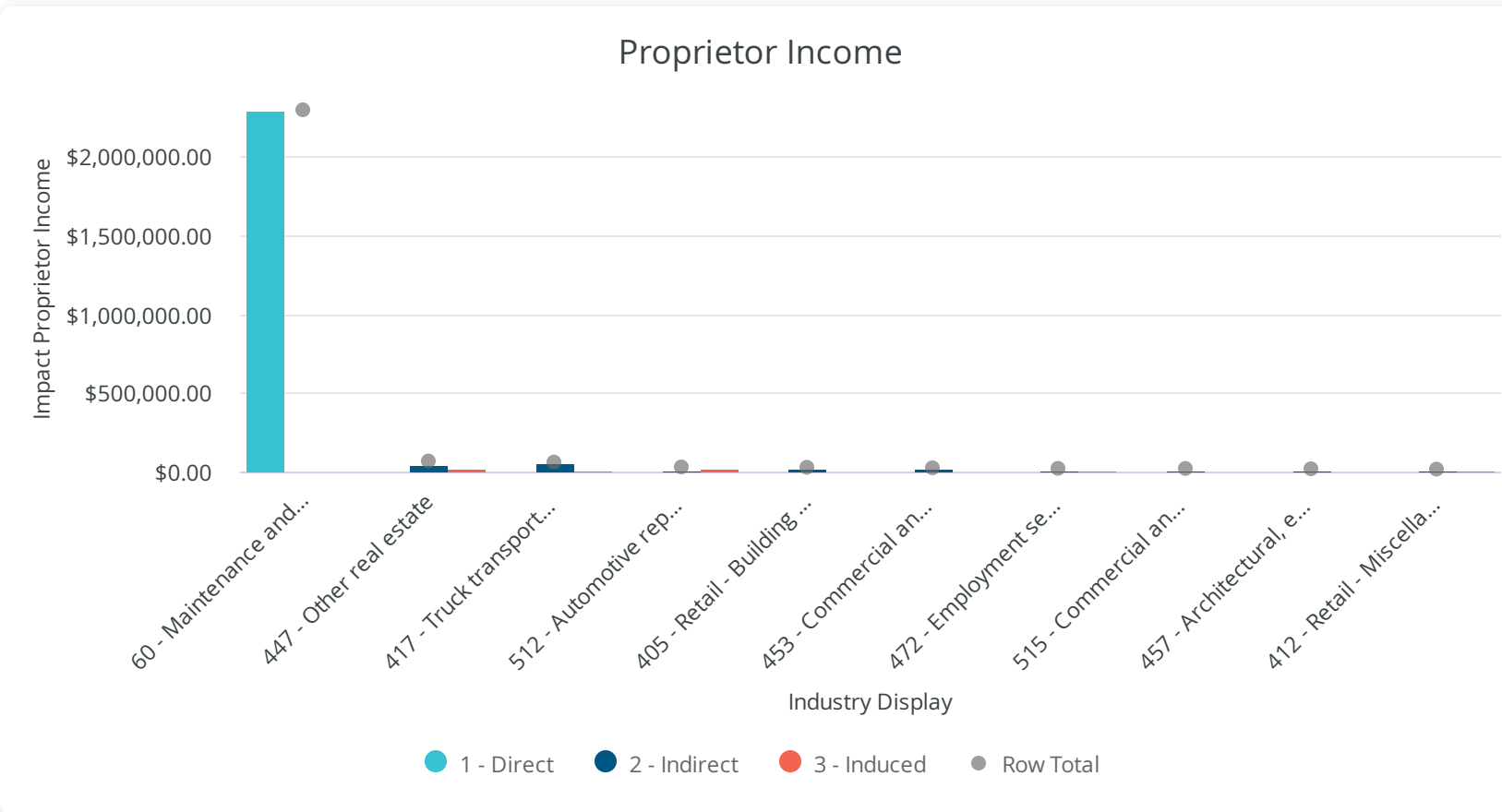
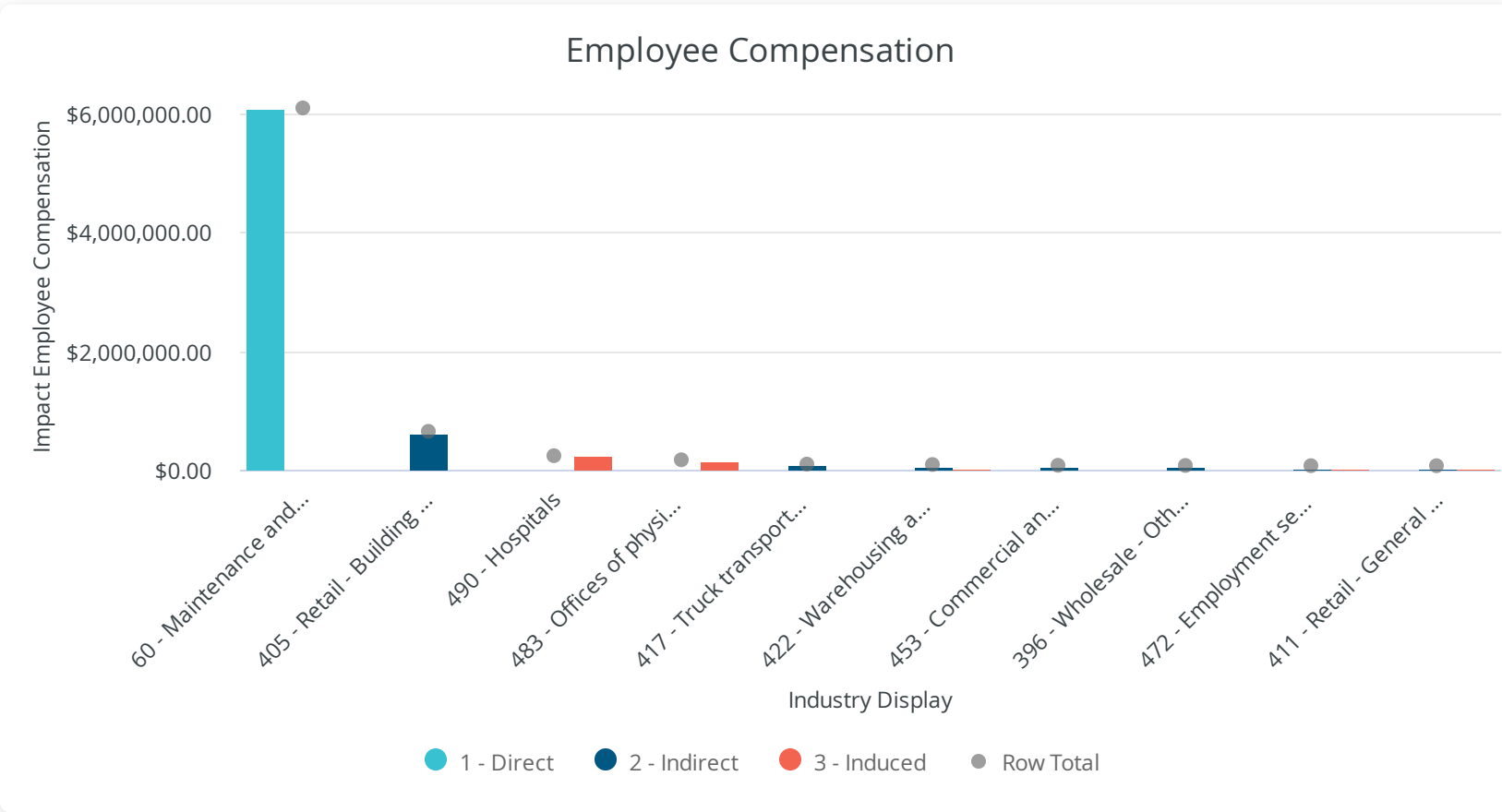
year is 2021 group_name is Circulus Capital Renovations Economic Impact (2019) run_id is 100075



Industries by Impact					
Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Impact Employment	Impact Employment	Impact Employment	Impact Employment
1	60 - Maintenance and repair construction of nonresidential structures	126.79	0.18	0.10	127.07
2	405 - Retail - Building material and garden equipment and supplies stores	0.00	13.78	0.26	14.04
3	447 - Other real estate	0.00	2.43	0.98	3.41
4	510 - Limited-service restaurants	0.00	0.21	2.75	2.96
5	509 - Full-service restaurants	0.00	0.72	1.97	2.69
6	396 - Wholesale - Other durable goods merchant wholesalers	0.00	2.53	0.15	2.68
7	472 - Employment services	0.00	1.63	0.80	2.43
8	490 - Hospitals	0.00	0.00	2.19	2.19
9	411 - Retail - General merchandise stores	0.00	0.89	1.17	2.06
10	417 - Truck transportation	0.00	1.62	0.21	1.82
11	412 - Retail - Miscellaneous store retailers	0.00	1.00	0.70	1.70
12	493 - Individual and family services	0.00	0.00	1.59	1.59
13	512 - Automotive repair and maintenance, except car washes	0.00	0.55	0.88	1.44
14	456 - Accounting, tax preparation, bookkeeping, and payroll services	0.00	1.10	0.33	1.43
15	422 - Warehousing and storage	0.00	1.11	0.30	1.42
16	483 - Offices of physicians	0.00	0.00	1.33	1.33
Totals		126.79	44.01	36.04	206.84

Impact Results Value Added Impacts

year is 2021 group_name is Circulus Capital Renovations Economic Impact (2019) run_id is 100075



Value Added Components by Industry																					
Impact		1 - Direct					2 - Indirect					3 - Induced					Total				
	Industry Display	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	... ▼
1	60 - Maintenance and ...	\$6,075,...	\$2,291,...	\$4,730,...	\$292,83...	\$13,391...	\$8,770.00	\$3,307.68	\$6,828.71	\$422.69	\$19,329...	\$4,790.78	\$1,806.88	\$3,730.31	\$230.90	\$10,558...	\$6,089,...	\$2,296,...	\$4,741,...	\$293,48...	\$13,420...
2	405 - Retail - Building ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$633,60...	\$26,779...	\$238,82...	\$416,40...	\$1,315,...	\$11,985...	\$506.59	\$4,517.79	\$7,877.14	\$24,887...	\$645,59...	\$27,286...	\$243,34...	\$424,28...	\$1,340...
3	449 - Owner-occupied ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$693,38...	\$108,36...	\$801,75...	\$0.00	\$0.00	\$693,38...	\$108,36...	\$801,75...
4	399 - Wholesale - Petr...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,090.93	\$273.12	\$870.24	\$288,51...	\$293,74...	\$463.75	\$30.96	\$98.65	\$32,706...	\$33,299...	\$4,554...	\$304.08	\$968.89	\$321,21...	\$327,04...
5	453 - Commercial and ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,711...	\$23,457...	\$167,17...	\$26,216...	\$289,55...	\$1,603.21	\$517.22	\$3,685.97	\$578.05	\$6,384.45	\$74,314...	\$23,975...	\$170,85...	\$26,794...	\$295,94...
6	490 - Hospitals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$235,62...	\$1,768.92	\$36,742...	\$5,253.42	\$279,39...	\$235,62...	\$1,768...	\$36,742...	\$5,253...	\$279,39...
7	447 - Other real estate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,129...	\$47,795...	\$93,234...	\$10,171...	\$175,33...	\$9,732.84	\$19,278...	\$37,606...	\$4,102.82	\$70,720...	\$33,862...	\$67,074...	\$130,84...	\$14,274...	\$246,05...
8	448 - Tenant-occupied ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,885.12	\$8,202.13	\$159,52...	\$26,563...	\$198,18...	\$3,885...	\$8,202...	\$159,52...	\$26,563...	\$198,18...
9	483 - Offices of physi...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166,83...	\$12,051...	\$9,830.04	\$2,017.41	\$190,73...	\$166,83...	\$12,051...	\$9,830...	\$2,017...	\$190,73...
10	396 - Wholesale - Othe...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,331...	\$4,494.77	\$33,800...	\$70,266...	\$175,89...	\$4,071.06	\$271.77	\$2,043.66	\$4,248.49	\$10,634...	\$71,402...	\$4,766...	\$35,844...	\$74,514...	\$186,52...
11	417 - Truck transportat...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,178...	\$53,373...	\$15,216...	\$3,019.78	\$154,78...	\$10,585...	\$6,792.80	\$1,936.56	\$384.32	\$19,699...	\$93,764...	\$60,166...	\$17,152...	\$3,404...	\$174,48...
12	441 - Monetary authori...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,363...	\$377.95	\$44,799...	\$2,815.61	\$73,356...	\$23,574...	\$351.29	\$41,639...	\$2,617.00	\$68,181...	\$48,937...	\$729.24	\$86,439...	\$5,432...	\$141,53...
13	510 - Limited-service r...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,437.34	\$843.47	\$1,801.59	\$1,714.78	\$8,797.18	\$58,251...	\$11,072...	\$23,650...	\$22,510...	\$115,48...	\$62,688...	\$11,916...	\$25,452...	\$24,225...	\$124,28...
14	472 - Employment serv...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,619...	\$13,706...	\$19,845...	\$693.60	\$79,865...	\$22,322...	\$6,706.83	\$9,710.94	\$339.40	\$39,080...	\$67,942...	\$20,413...	\$29,556...	\$1,033...	\$118,94...
15	509 - Full-service resta...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,627...	\$2,850.11	\$5,989.49	\$4,685.13	\$31,152...	\$48,348...	\$7,817.25	\$16,427...	\$12,850...	\$85,444...	\$65,976...	\$10,667...	\$22,417...	\$17,535...	\$116,59...
16	411 - Retail - General ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,965...	\$218.71	\$2,910.01	\$16,991...	\$49,086...	\$38,299...	\$289.19	\$3,847.74	\$22,467...	\$64,903...	\$67,265...	\$507.89	\$6,757...	\$39,459...	\$113,98...
Totals		\$6,075,804	\$2,291,539	\$4,730,891	\$292,835.5	\$13,391,07	\$1,784,108	\$343,613.2	\$912,792.9	\$1,059,592	\$4,100,107	\$1,533,270	\$253,332.1	\$1,218,405	\$416,552.1	\$3,421,560	\$9,393,183	\$2,888,485	\$6,862,090	\$1,768,979	\$20,912,73



CIRCULUS
ANNUAL OPERATIONS
ECONOMIC IMPACT REPORT
PROGRAM: IMPLAN ONLINE DATASET 2019

REPORT PREPARED BY:

APRIL HENDERSON POTTER
DIRECTOR OF MARKET RESEARCH

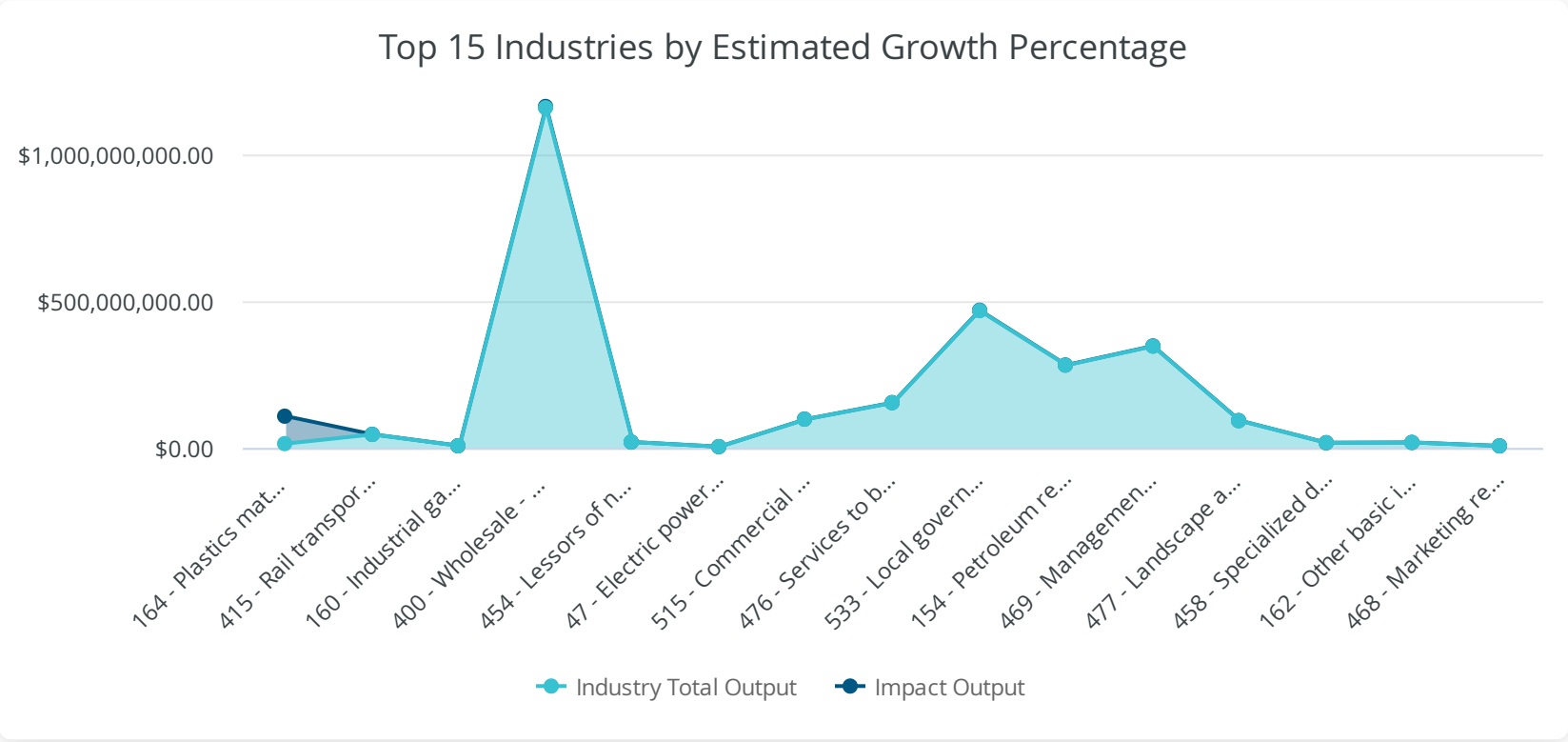
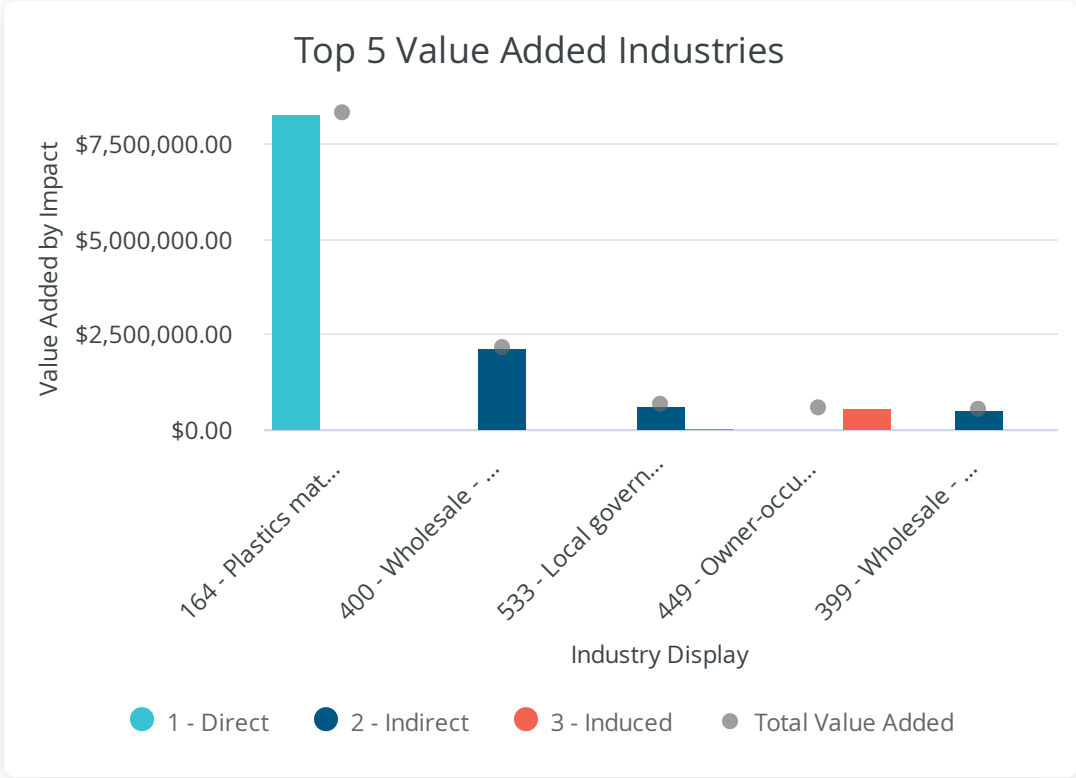
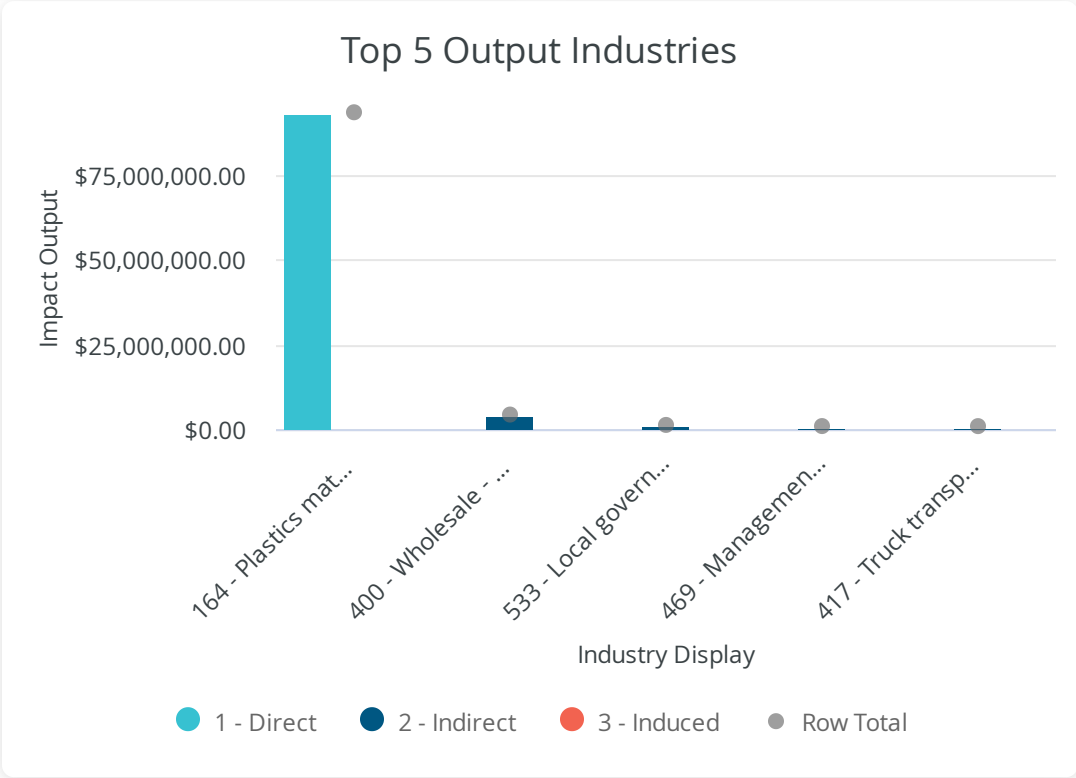
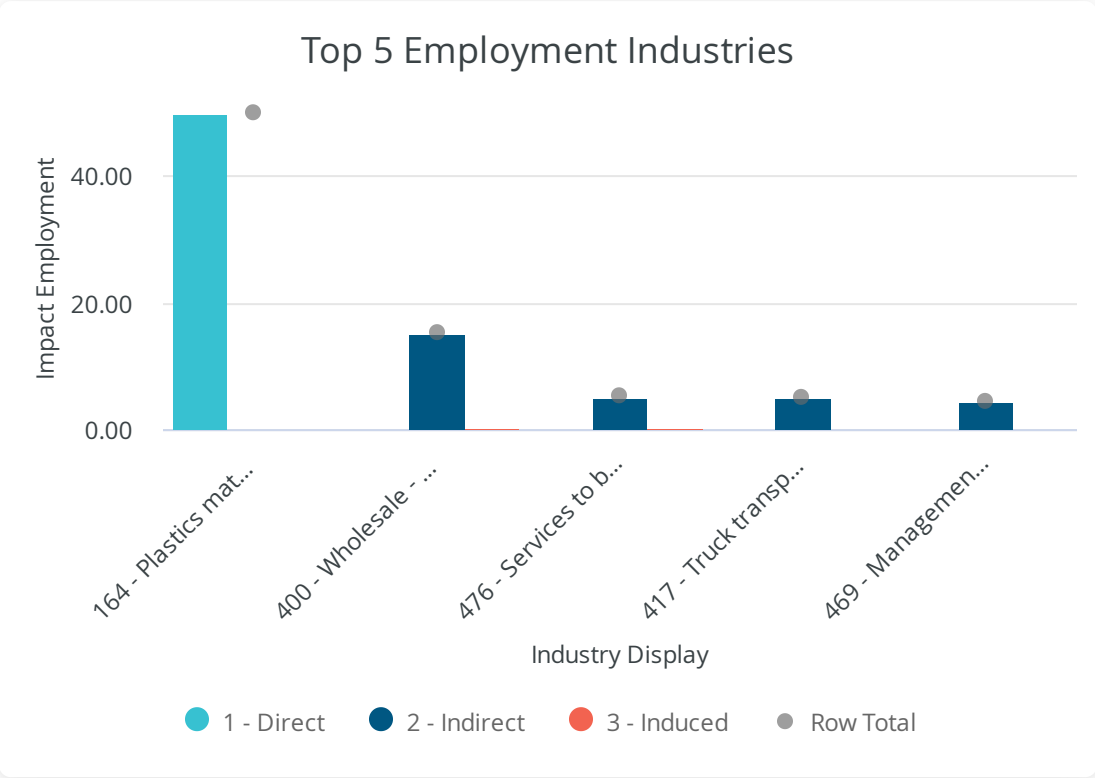
3/29/2021

Impact Results Overview

year is 2021 group_name is Circulus Annual Operation Impact (2019) run_id is 100075

Economic Indicators by Impact				
Impact ^	Employment	Labor Income	Value Added	Output
1 - Direct	50.00	\$3,500,000.00	\$8,296,135.88	\$93,348,292.66
2 - Indirect	78.54	\$4,237,189.91	\$8,240,235.62	\$16,351,362.21
3 - Induced	25.79	\$1,279,007.34	\$2,450,755.38	\$3,950,190.03
Totals	154.34	\$9,016,197.25	\$18,987,126.88	\$113,649,844.90

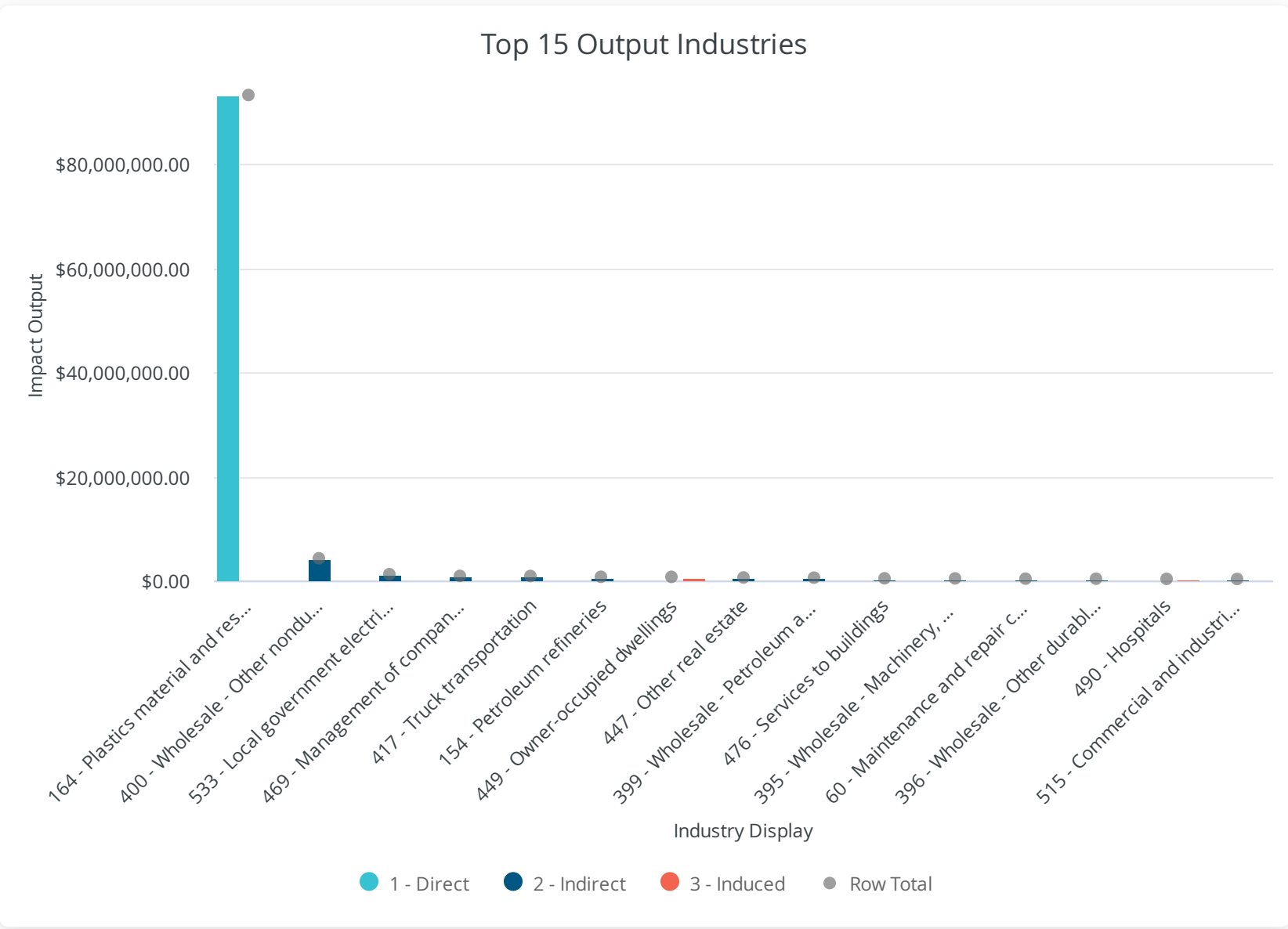
Tax Results						
Impact ^	Sub County...	Sub County...	County	State	Federal	Total
1 - Direct	\$159,533.02	\$210,646.75	\$144,194.64	\$748,017.23	\$945,213.94	\$2,207,605.57
2 - Indirect	\$289,189.91	\$381,581.04	\$261,268.76	\$1,226,036.84	\$1,164,769.86	\$3,322,846.41
3 - Induced	\$37,552.58	\$49,657.00	\$33,974.24	\$195,043.18	\$308,354.91	\$624,581.90
Totals	\$486,275.51	\$641,884.79	\$439,437.63	\$2,169,097.25	\$2,418,338.70	\$6,155,033.88



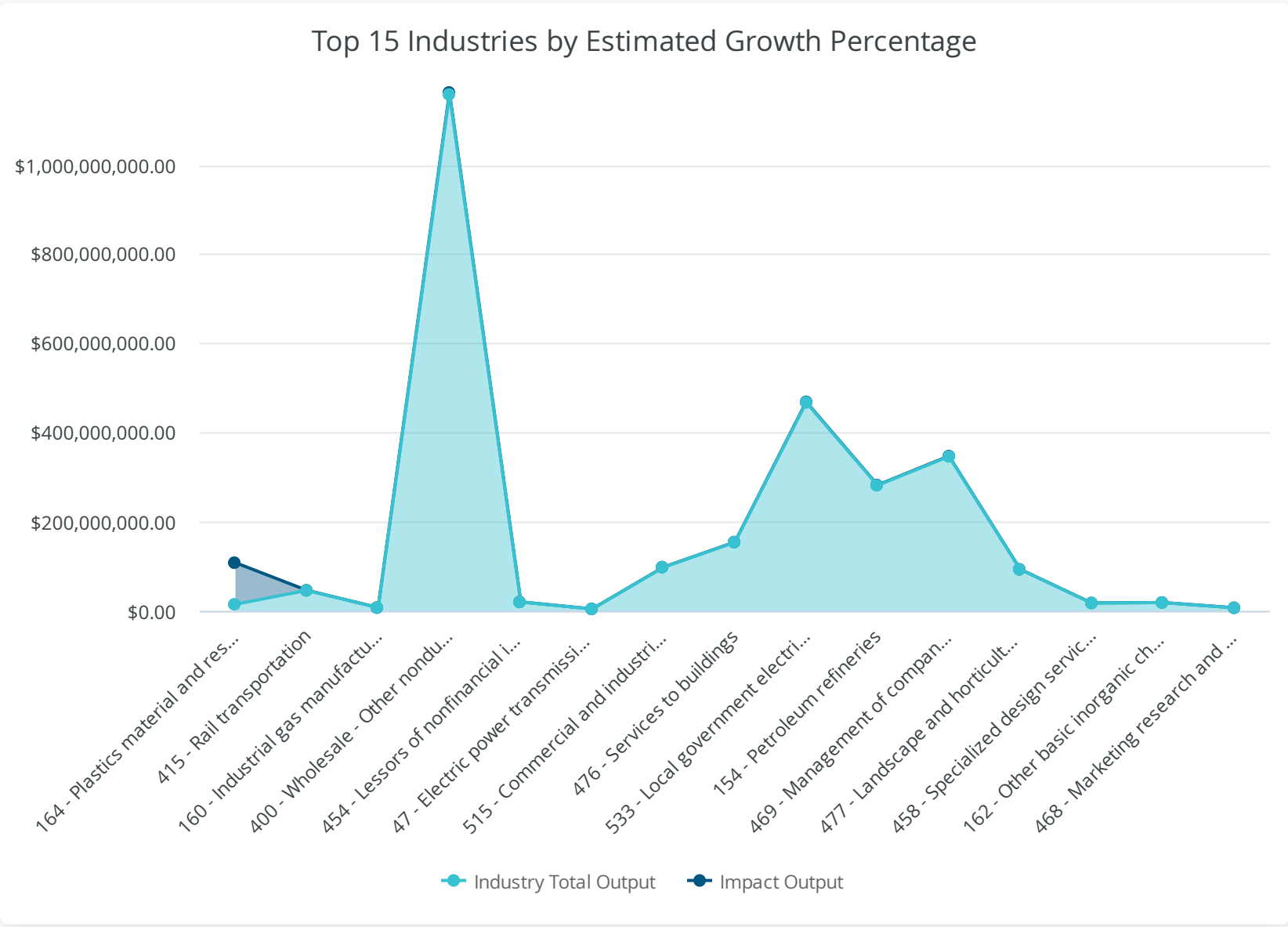
	Display Code	Display Descripti...	Industry Total Ou...	Impact Output	Estimated Gr... ▼
1	164	Plastics material and r...	\$14,665,719.11	\$93,354,775.16	636.55%
2	415	Rail transportation	\$45,889,837.00	\$232,884.69	.51%
3	160	Industrial gas manufa...	\$7,296,390.08	\$36,058.88	.49%
4	400	Wholesale - Other non...	\$1,158,441,889.44	\$4,297,159.75	.37%
5	454	Lessors of nonfinancia...	\$19,985,336.81	\$69,578.29	.35%
6	47	Electric power transmi...	\$4,346,695.54	\$14,780.78	.34%
7	515	Commercial and indus...	\$97,782,553.64	\$315,269.37	.32%
8	476	Services to buildings	\$153,869,469.42	\$443,536.79	.29%
9	533	Local government elec...	\$467,514,684.08	\$1,240,342.15	.27%
10	154	Petroleum refineries	\$281,533,784.64	\$738,649.74	.26%
11	469	Management of comp...	\$346,285,384.36	\$907,338.05	.26%
12	477	Landscape and horticu...	\$92,935,144.69	\$183,405.83	.20%
13	458	Specialized design ser...	\$17,671,795.70	\$34,398.65	.19%
14	162	Other basic inorganic ...	\$18,603,113.81	\$35,940.33	.19%
15	468	Marketing research a...	\$6,941,627.30	\$13,344.83	.19%
16	33	Other basic inorganic ...	\$5,265,422.72	\$2,422.22	.12%

Impact Results Output

year is 2021 group_name is Circulus Annual Operation Impact (2019) run_id is 100075



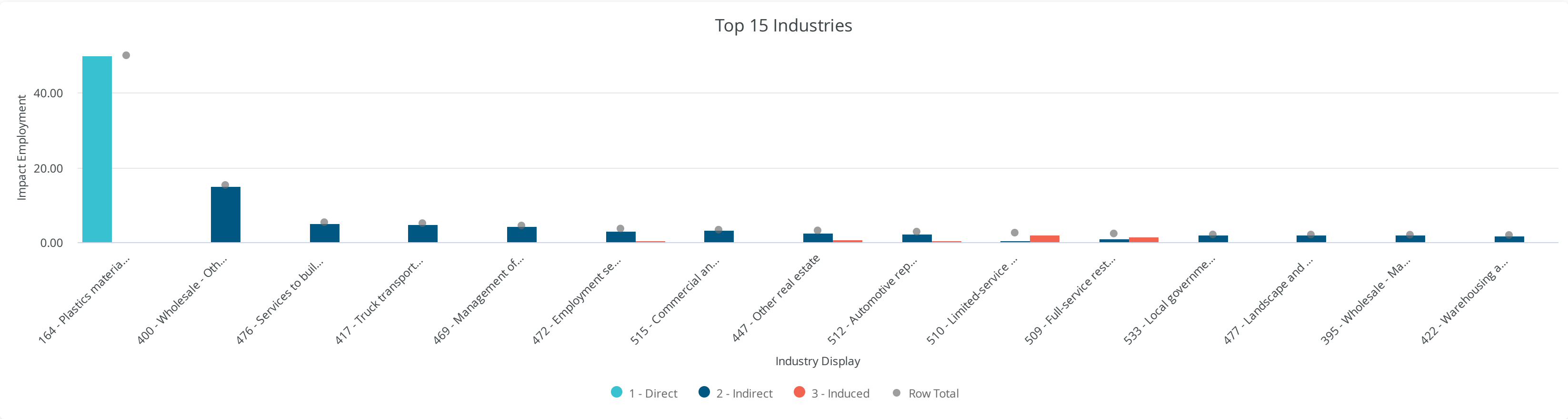
Industries by Impact					
Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Output	Output	Output	Output
1	164 - Plastics material and resin manufa...	\$93,348,292.66	\$6,474.09	\$8.42	\$93,354,775.16
2	400 - Wholesale - Other nondurable goo...	\$0.00	\$4,248,518.55	\$48,641.21	\$4,297,159.75
3	533 - Local government electric utilities	\$0.00	\$1,191,103.46	\$49,238.69	\$1,240,342.15
4	469 - Management of companies and en...	\$0.00	\$882,756.26	\$24,581.80	\$907,338.05
5	417 - Truck transportation	\$0.00	\$863,750.10	\$25,725.40	\$889,475.50
6	154 - Petroleum refineries	\$0.00	\$723,179.40	\$15,470.34	\$738,649.74
7	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$725,280.44	\$725,280.44
8	447 - Other real estate	\$0.00	\$469,464.74	\$134,856.34	\$604,321.08
9	399 - Wholesale - Petroleum and petrole...	\$0.00	\$544,939.72	\$25,643.75	\$570,583.47
10	476 - Services to buildings	\$0.00	\$428,649.95	\$14,886.84	\$443,536.79
11	395 - Wholesale - Machinery, equipment,...	\$0.00	\$422,023.62	\$5,837.69	\$427,861.31
12	60 - Maintenance and repair constructio...	\$0.00	\$362,147.75	\$16,402.49	\$378,550.25
13	396 - Wholesale - Other durable goods m...	\$0.00	\$348,145.04	\$21,174.99	\$369,320.03
14	490 - Hospitals	\$0.00	\$0.00	\$340,384.37	\$340,384.37
15	515 - Commercial and industrial machin...	\$0.00	\$307,746.85	\$7,522.51	\$315,269.37
16	472 - Employment services	\$0.00	\$243,654.71	\$45,157.03	\$288,811.73
17	441 - Monetary authorities and depositor...	\$0.00	\$192,737.03	\$88,407.28	\$281,144.31
18	48 - Natural gas distribution	\$0.00	\$264,562.79	\$14,346.25	\$278,909.04
19	512 - Automotive repair and maintenanc...	\$0.00	\$204,425.27	\$59,045.88	\$263,471.15
20	394 - Wholesale - Household appliances ...	\$0.00	\$239,544.39	\$10,291.01	\$249,835.40
21	392 - Wholesale - Motor vehicle and mot...	\$0.00	\$223,747.79	\$11,134.43	\$234,882.22
22	415 - Rail transportation	\$0.00	\$231,821.78	\$1,062.91	\$232,884.69
23	456 - Accounting, tax preparation, bookk...	\$0.00	\$202,592.14	\$29,218.15	\$231,810.30
Totals		\$93,348,292.66	\$16,351,362.21	\$3,950,190.03	\$113,649,844.90



Industries by Estimated Growth Percentage					
	Display Code	Display Descripti...	Industry Total Ou...	Impact Output	Estimated Gr...
1	164	Plastics material and r...	\$14,665,719.11	\$93,354,775.16	636.55%
2	415	Rail transportation	\$45,889,837.00	\$232,884.69	.51%
3	160	Industrial gas manufa...	\$7,296,390.08	\$36,058.88	.49%
4	400	Wholesale - Other non...	\$1,158,441,889.44	\$4,297,159.75	.37%
5	454	Lessors of nonfinancia...	\$19,985,336.81	\$69,578.29	.35%
6	47	Electric power transmi...	\$4,346,695.54	\$14,780.78	.34%
7	515	Commercial and indus...	\$97,782,553.64	\$315,269.37	.32%
8	476	Services to buildings	\$153,869,469.42	\$443,536.79	.29%
9	533	Local government elec...	\$467,514,684.08	\$1,240,342.15	.27%
10	154	Petroleum refineries	\$281,533,784.64	\$738,649.74	.26%
11	469	Management of comp...	\$346,285,384.36	\$907,338.05	.26%
12	477	Landscape and horticu...	\$92,935,144.69	\$183,405.83	.20%
13	458	Specialized design ser...	\$17,671,795.70	\$34,398.65	.19%
14	162	Other basic inorganic ...	\$18,603,113.81	\$35,940.33	.19%
15	468	Marketing research a...	\$6,941,627.30	\$13,344.83	.19%
16	33	Other chemical and fe...	\$5,365,198.78	\$9,420.28	.18%
17	60	Maintenance and repa...	\$245,360,118.05	\$378,550.25	.15%
18	48	Natural gas distribution	\$183,496,778.11	\$278,909.04	.15%
19	453	Commercial and indus...	\$119,354,825.84	\$180,479.61	.15%
20	394	Wholesale - Househol...	\$167,076,268.91	\$249,835.40	.15%
21	514	Electronic and precisio...	\$31,119,756.22	\$46,343.06	.15%
22	417	Truck transportation	\$612,825,810.33	\$889,475.50	.15%
23	479	Waste management a...	\$178,669,600.33	\$228,348.22	.13%
24	478	Other support services	\$34,944,853.65	\$44,361.28	.13%
25	393	Wholesale - Professio...	\$110,591,481.75	\$132,036.45	.12%

Impact Results Employment

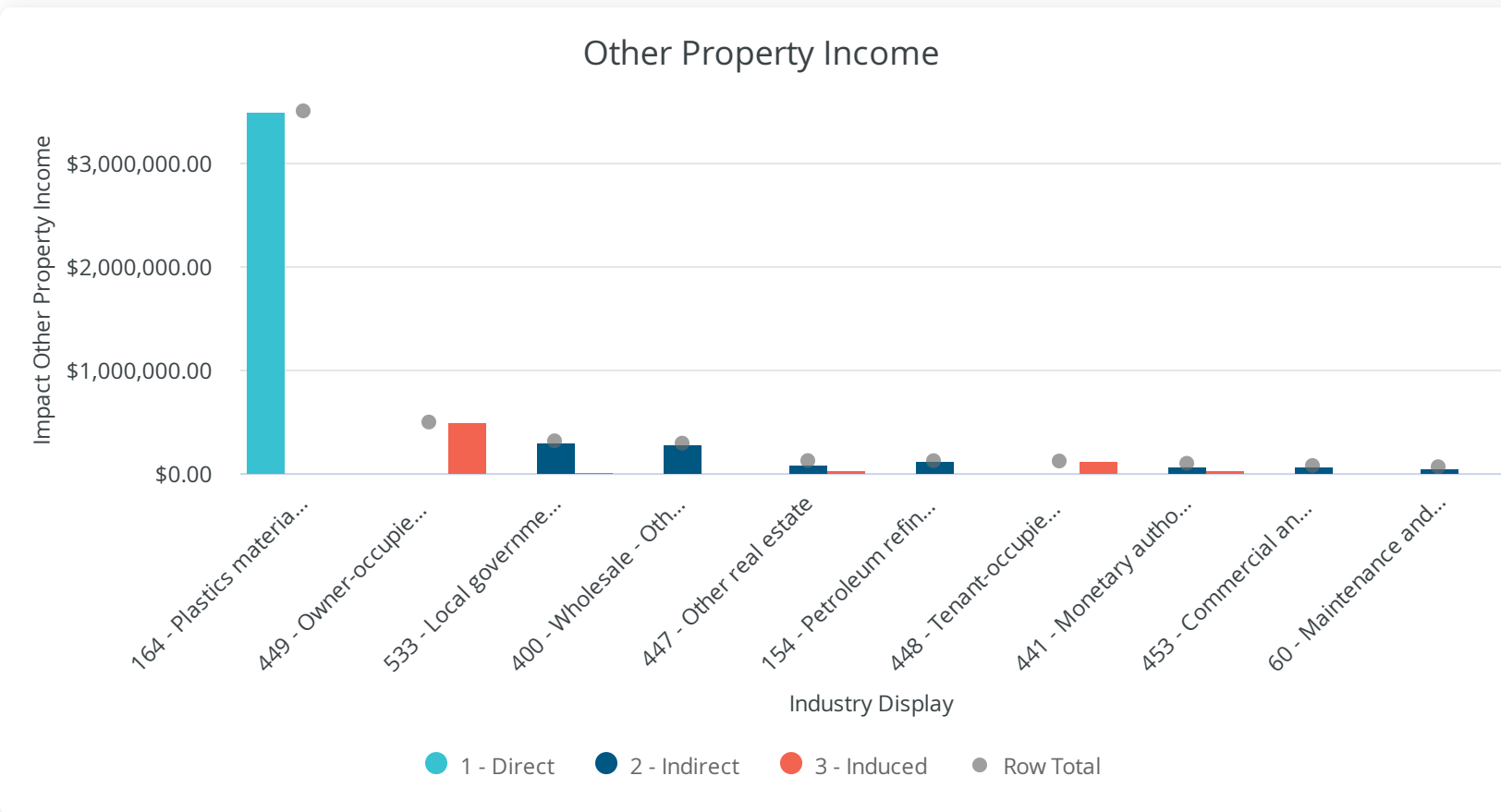
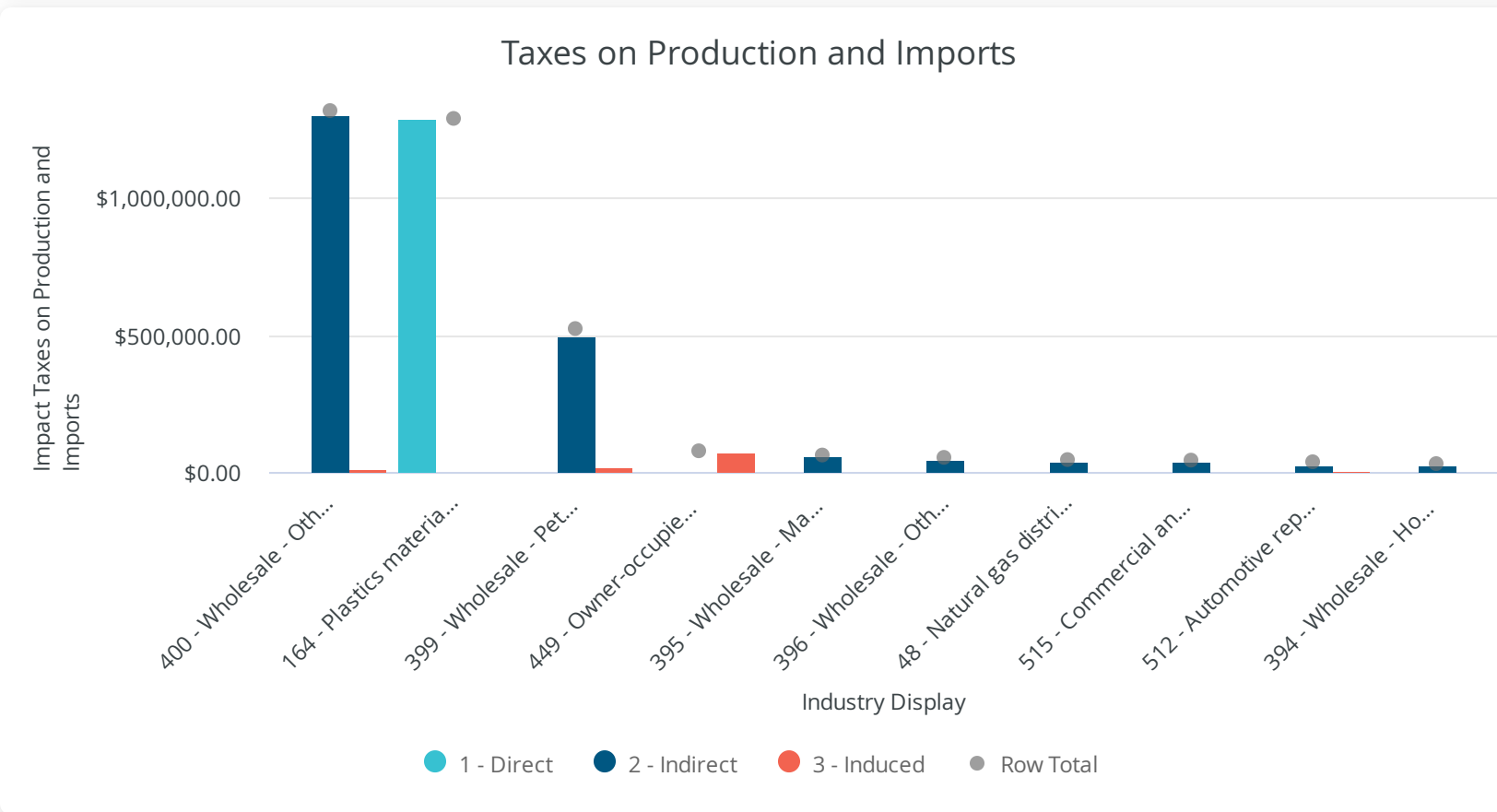
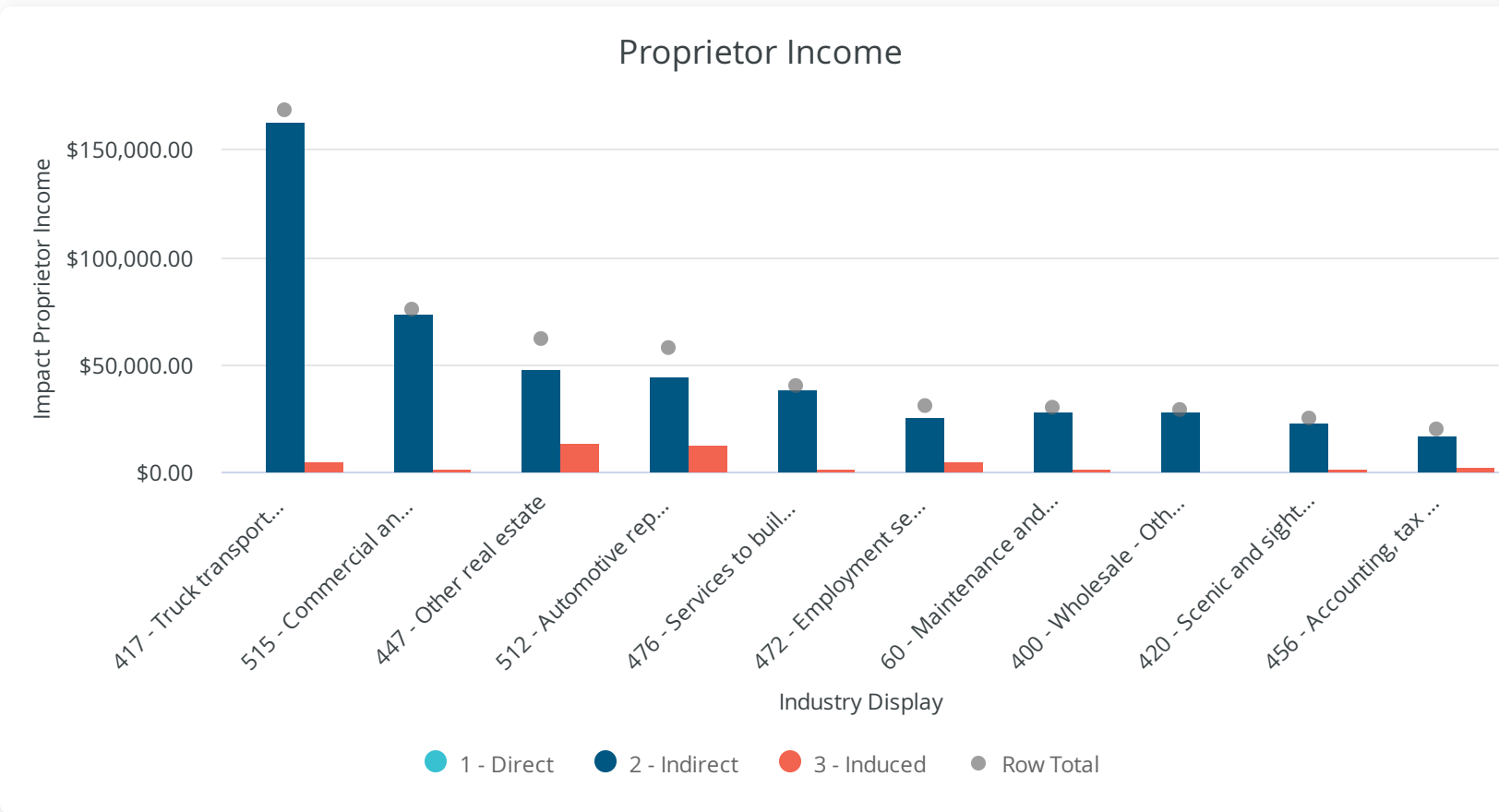
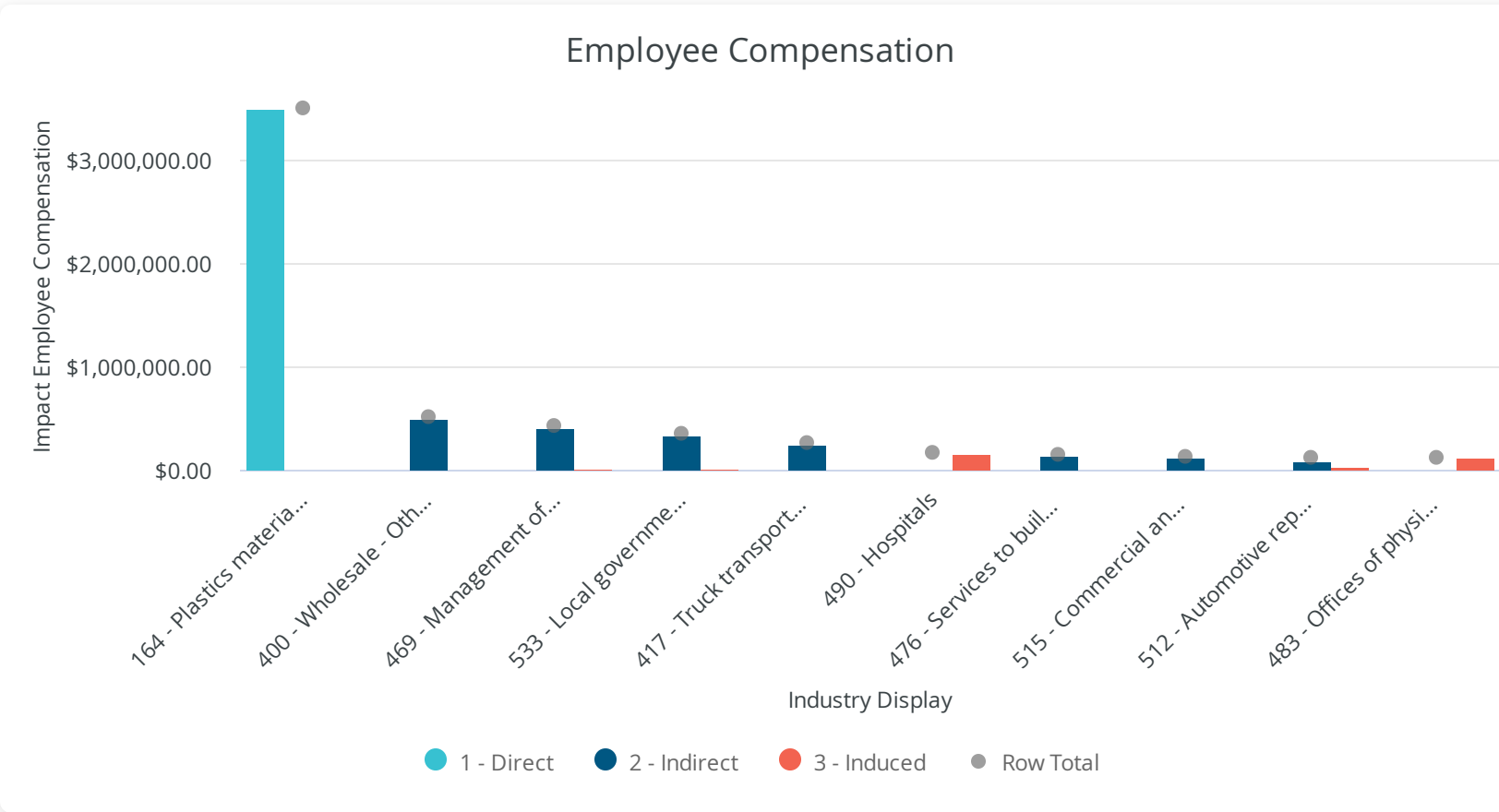
year is 2021 group_name is Circulus Annual Operation Impact (2019) run_id is 100075



Industries by Impact										
Impact		>	1 - Direct		2 - Indirect		3 - Induced		Total	
	Industry Display		Impact Employment		Impact Employment		Impact Employment		Impact Employment	▼
1	164 - Plastics material and resin manufacturing		50.00		0.00		0.00		50.00	
2	400 - Wholesale - Other nondurable goods merchant wholesalers		0.00		15.13		0.17		15.31	
3	476 - Services to buildings		0.00		5.16		0.18		5.34	
4	417 - Truck transportation		0.00		4.94		0.15		5.09	
5	469 - Management of companies and enterprises		0.00		4.34		0.12		4.46	
6	472 - Employment services		0.00		3.08		0.57		3.65	
7	515 - Commercial and industrial machinery and equipment repair and maintenance		0.00		3.26		0.08		3.34	
8	447 - Other real estate		0.00		2.44		0.70		3.14	
9	512 - Automotive repair and maintenance, except car washes		0.00		2.19		0.63		2.82	
10	510 - Limited-service restaurants		0.00		0.57		1.98		2.55	
11	509 - Full-service restaurants		0.00		0.92		1.41		2.33	
12	533 - Local government electric utilities		0.00		1.99		0.08		2.07	
13	477 - Landscape and horticultural services		0.00		1.92		0.11		2.04	
14	395 - Wholesale - Machinery, equipment, and supplies		0.00		1.97		0.03		2.00	
15	422 - Warehousing and storage		0.00		1.71		0.22		1.93	
16	396 - Wholesale - Other durable goods merchant wholesalers		0.00		1.81		0.11		1.92	
Totals			50.00		78.54		25.79		154.34	

Impact Results Value Added Impacts

year is 2021 group_name is Circulus Annual Operation Impact (2019) run_id is 100075



Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Employee Co...	Employee Co...	Employee Co...	Employee...
1	164 - Plastics material and resin manufa...	\$3,500,000.00	\$242.74	\$0.32	\$3,500,243.05
2	400 - Wholesale - Other nondurable goo...	\$0.00	\$507,436.72	\$5,809.63	\$513,246.35
3	469 - Management of companies and en...	\$0.00	\$416,023.68	\$11,584.86	\$427,608.54
4	533 - Local government electric utilities	\$0.00	\$338,083.39	\$13,975.93	\$352,059.32
5	417 - Truck transportation	\$0.00	\$254,668.13	\$7,584.88	\$262,253.01
6	490 - Hospitals	\$0.00	\$0.00	\$167,652.50	\$167,652.50
7	476 - Services to buildings	\$0.00	\$143,362.36	\$4,978.92	\$148,341.27
8	515 - Commercial and industrial machin...	\$0.00	\$125,976.64	\$3,079.35	\$129,056.00
9	512 - Automotive repair and maintenanc...	\$0.00	\$92,757.30	\$26,791.88	\$119,549.18
10	483 - Offices of physicians	\$0.00	\$0.00	\$119,464.62	\$119,464.62
11	422 - Warehousing and storage	\$0.00	\$105,569.44	\$13,421.76	\$118,991.20
12	472 - Employment services	\$0.00	\$86,217.93	\$15,978.95	\$102,196.87
13	415 - Rail transportation	\$0.00	\$79,809.23	\$365.93	\$80,175.16
14	60 - Maintenance and repair constructio...	\$0.00	\$75,873.75	\$3,436.49	\$79,310.25
15	479 - Waste management and remediati...	\$0.00	\$72,201.81	\$4,924.47	\$77,126.28
16	456 - Accounting, tax preparation, bookk...	\$0.00	\$65,808.70	\$9,491.03	\$75,299.73
Totals		\$3,500,000.00	\$3,520,175.57	\$1,097,487.91	\$8,117,663.48

Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Proprietor In...	Proprietor In...	Proprietor In...	Propriet...
1	417 - Truck transportation	\$0.00	\$163,415.33	\$4,867.06	\$168,282.39
2	515 - Commercial and industrial machin...	\$0.00	\$73,726.94	\$1,802.17	\$75,529.11
3	447 - Other real estate	\$0.00	\$48,060.07	\$13,805.52	\$61,865.59
4	512 - Automotive repair and maintenanc...	\$0.00	\$44,743.64	\$12,923.69	\$57,667.33
5	476 - Services to buildings	\$0.00	\$38,675.37	\$1,343.18	\$40,018.55
6	472 - Employment services	\$0.00	\$25,903.80	\$4,800.80	\$30,704.60
7	60 - Maintenance and repair constructio...	\$0.00	\$28,616.41	\$1,296.10	\$29,912.52
8	400 - Wholesale - Other nondurable goo...	\$0.00	\$28,548.14	\$326.85	\$28,874.99
9	420 - Scenic and sightseeing transportati...	\$0.00	\$23,149.25	\$1,742.55	\$24,891.80
10	456 - Accounting, tax preparation, bookk...	\$0.00	\$17,337.79	\$2,500.48	\$19,838.28
11	432 - Cable and other subscription progr...	\$0.00	\$14,176.70	\$2,607.54	\$16,784.24
12	477 - Landscape and horticultural services	\$0.00	\$15,695.53	\$927.08	\$16,622.60
13	408 - Retail - Gasoline stores	\$0.00	\$9,173.15	\$6,937.80	\$16,110.94
14	513 - Car washes	\$0.00	\$8,864.73	\$4,094.04	\$12,958.76
15	455 - Legal services	\$0.00	\$10,636.01	\$2,322.16	\$12,958.16
16	413 - Retail - Nonstore retailers	\$0.00	\$10,386.19	\$2,541.05	\$12,927.24
Totals		\$0.00	\$717,014.34	\$181,519.43	\$898,533.77

Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Taxes on Pro...	Taxes on Pro...	Taxes on Pro...	Taxes on ...
1	400 - Wholesale - Other nondurable goo...	\$0.00	\$1,303,526.25	\$14,924.05	\$1,318,450.30
2	164 - Plastics material and resin manufa...	\$1,289,773.30	\$89.45	\$0.12	\$1,289,862.87
3	399 - Wholesale - Petroleum and petrole...	\$0.00	\$499,719.97	\$23,515.80	\$523,235.77
4	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$77,221.86	\$77,221.86
5	395 - Wholesale - Machinery, equipment,...	\$0.00	\$61,016.42	\$844.02	\$61,860.43
6	396 - Wholesale - Other durable goods m...	\$0.00	\$50,206.60	\$3,053.68	\$53,260.28
7	48 - Natural gas distribution	\$0.00	\$42,875.39	\$2,324.97	\$45,200.36
8	515 - Commercial and industrial machin...	\$0.00	\$42,224.85	\$1,032.14	\$43,256.99
9	512 - Automotive repair and maintenanc...	\$0.00	\$28,872.73	\$8,339.56	\$37,212.29
10	394 - Wholesale - Household appliances ...	\$0.00	\$29,219.16	\$1,255.28	\$30,474.44
11	413 - Retail - Nonstore retailers	\$0.00	\$22,987.63	\$5,624.08	\$28,611.71
12	513 - Car washes	\$0.00	\$18,921.96	\$8,738.81	\$27,660.77
13	392 - Wholesale - Motor vehicle and mot...	\$0.00	\$24,180.38	\$1,203.30	\$25,383.68
14	402 - Retail - Motor vehicle and parts dea...	\$0.00	\$14,880.50	\$9,522.16	\$24,402.66
15	510 - Limited-service restaurants	\$0.00	\$4,685.02	\$16,219.44	\$20,904.46
16	411 - Retail - General merchandise stores	\$0.00	\$3,481.34	\$16,143.19	\$19,624.53
Totals		\$1,289,773.30	\$2,293,368.41	\$298,803.37	\$3,881,945.09

Impact		1 - Direct	2 - Indirect	3 - Induced	Total
	Industry Display	Other Proper...	Other Proper...	Other Proper...	Other Pr...
1	164 - Plastics material and resin manufa...	\$3,506,362.58	\$243.18	\$0.32	\$3,506,606.08
2	449 - Owner-occupied dwellings	\$0.00	\$0.00	\$494,109.81	\$494,109.81
3	533 - Local government electric utilities	\$0.00	\$299,695.48	\$12,389.03	\$312,084.51
4	400 - Wholesale - Other nondurable goo...	\$0.00	\$286,642.58	\$3,281.77	\$289,924.34
5	447 - Other real estate	\$0.00	\$93,750.56	\$26,930.37	\$120,680.93
6	154 - Petroleum refineries	\$0.00	\$117,381.76	\$2,511.04	\$119,892.80
7	448 - Tenant-occupied housing	\$0.00	\$0.00	\$116,690.85	\$116,690.85
8	441 - Monetary authorities and depositor...	\$0.00	\$64,825.99	\$29,735.28	\$94,561.26
9	453 - Commercial and industrial machin...	\$0.00	\$70,503.44	\$2,638.08	\$73,141.52
10	60 - Maintenance and repair constructio...	\$0.00	\$59,078.68	\$2,675.81	\$61,754.49
11	469 - Management of companies and en...	\$0.00	\$54,286.85	\$1,511.71	\$55,798.56
12	534 - Other local government enterprises	\$0.00	\$40,222.60	\$10,284.30	\$50,506.91
13	395 - Wholesale - Machinery, equipment,...	\$0.00	\$49,379.65	\$683.05	\$50,062.70
14	456 - Accounting, tax preparation, bookk...	\$0.00	\$43,177.30	\$6,227.10	\$49,404.39
15	479 - Waste management and remediati...	\$0.00	\$45,479.14	\$3,101.87	\$48,581.01
16	417 - Truck transportation	\$0.00	\$46,588.17	\$1,387.55	\$47,975.72
Totals		\$3,506,362.58	\$1,709,677.30	\$872,944.67	\$6,088,984.55

Value Added Components by Industry																					
Impact		1 - Direct					2 - Indirect					3 - Induced					Total				
	Industry Display	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	Val...	Em...	Pro...	Oth...	Tax...	...
1	164 - Plastics material ...	\$3,500,000	\$0.00	\$3,506,362	\$1,289,773	\$8,296,135	\$242.74	\$29.03	\$243.18	\$89.45	\$604.40	\$0.32	\$0.04	\$0.32	\$0.12	\$0.79	\$3,500,000	\$29.07	\$3,506,362	\$1,289,773	\$8,296,135
2	400 - Wholesale - Othe...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$507,436	\$28,548	\$286,640	\$1,303,000	\$2,126,000	\$5,809.63	\$326.85	\$3,281.77	\$14,924	\$24,342	\$513,240	\$28,874	\$289,920	\$1,318,000	\$2,150,000
3	533 - Local governmen...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$338,083	\$0.00	\$299,690	\$0.00	\$637,770	\$13,975	\$0.00	\$12,389	\$0.00	\$26,364	\$352,050	\$0.00	\$312,080	\$0.00	\$664,140
4	449 - Owner-occupied ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$494,100	\$77,221	\$571,330	\$0.00	\$0.00	\$494,100	\$77,221	\$571,330
5	399 - Wholesale - Petr...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,085.69	\$473.05	\$1,507.30	\$499,710	\$508,780	\$333.44	\$22.26	\$70.93	\$23,515	\$23,942	\$7,419	\$495.32	\$1,578	\$523,230	\$532,720
6	469 - Management of ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$416,020	\$1,009,000	\$54,286	\$10,269	\$479,560	\$11,584	\$(28.12)	\$1,511.71	\$285.96	\$13,354	\$427,600	\$1,038	\$55,798	\$10,555	\$492,920
7	417 - Truck transportat...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,660	\$163,410	\$46,588	\$9,245.68	\$473,910	\$7,584.88	\$4,867.06	\$1,387.55	\$275.37	\$14,114	\$262,250	\$168,280	\$47,975	\$9,521	\$488,030
8	476 - Services to buildi...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143,360	\$38,675	\$45,075	\$6,281.44	\$233,390	\$4,978.92	\$1,343.18	\$1,565.46	\$218.15	\$8,105.71	\$148,340	\$40,018	\$46,641	\$6,499	\$241,500
9	447 - Other real estate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,263	\$48,060	\$93,750	\$10,228	\$176,300	\$6,969.80	\$13,805	\$26,930	\$2,938.08	\$50,643	\$31,233	\$61,865	\$120,680	\$13,166	\$226,940
10	490 - Hospitals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,650	\$1,258.62	\$26,142	\$3,737.90	\$198,790	\$167,650	\$1,258	\$26,142	\$3,737	\$198,790
11	395 - Wholesale - Mac...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,105	\$4,511.31	\$49,379	\$61,016	\$186,010	\$983.58	\$62.40	\$683.05	\$844.02	\$2,573.05	\$72,089	\$4,573	\$50,062	\$61,860	\$188,580
12	515 - Commercial and ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,970	\$73,726	\$(58,890)	\$42,224	\$183,030	\$3,079.35	\$1,802.17	\$(1,439)	\$1,032.14	\$4,474.07	\$129,050	\$75,529	\$(60,330)	\$43,256	\$187,500
13	472 - Employment serv...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,217	\$25,903	\$37,506	\$1,310.86	\$150,930	\$15,978	\$4,800.80	\$6,951.18	\$242.94	\$27,973	\$102,190	\$30,704	\$44,457	\$1,553	\$178,910
14	60 - Maintenance and ...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,873	\$28,616	\$59,078	\$3,656.89	\$167,220	\$3,436.49	\$1,296.10	\$2,675.81	\$165.63	\$7,574.03	\$79,310	\$29,912	\$61,754	\$3,822	\$174,790
15	512 - Automotive repai...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,757	\$44,743	\$(31,420)	\$28,872	\$134,940	\$26,791	\$12,923	\$(9,076)	\$8,339.56	\$38,978	\$119,540	\$57,667	\$(40,500)	\$37,212	\$173,000
16	154 - Petroleum refine...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,712	\$7,088.89	\$117,380	\$5,549.78	\$152,730	\$485.88	\$151.65	\$2,511.04	\$118.72	\$3,267.29	\$23,198	\$7,240	\$119,890	\$5,668	\$156,000
Totals		\$3,500,000	\$0.00	\$3,506,362	\$1,289,773	\$8,296,135	\$3,520,175	\$717,014.3	\$1,709,677	\$2,293,368	\$8,240,235	\$1,097,487	\$181,519.4	\$872,944.6	\$298,803.3	\$2,450,755	\$8,117,663	\$898,533.7	\$6,088,984	\$3,881,945	\$18,987,120

Tax Impact Results

year is 2021 group_name is Circulus Annual Operation Impact (2019) run_id is 100075

State and Local Tax Impacts															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$16,919.66	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$16,919.66
2	15015	Social Insurance Tax- Employ...	\$25,882.33	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$25,882.33
3	15020	TOPI: Sales Tax	⌚	\$1,839,644....	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$1,839,644....
4	15021	TOPI: Property Tax	⌚	\$1,118,107....	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$1,118,107....
5	15022	TOPI: Motor Vehicle License	⌚	\$41,673.67	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$41,673.67
6	15023	TOPI: Severance Tax	⌚	\$2,712.42	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$2,712.42
7	15024	TOPI: Other Taxes	⌚	\$224,298.24	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$224,298.24
8	15025	TOPI: Special Assessments	⌚	\$92,711.05	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$92,711.05
9	15026	Corporate Profits Tax	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$84,785.06	\$84,785.06
10	15027	Personal Tax: Income Tax	⌚	⌚	\$(93.95)	\$(95.18)	\$1,906.97	\$4,638.37	\$20,137.11	\$48,009.24	\$80,362.11	\$46,444.49	\$75,818.37	⌚	\$277,127.52
11	15030	Personal Tax: Motor Vehicle L...	⌚	⌚	\$37.51	\$255.86	\$376.53	\$465.37	\$1,246.70	\$1,919.07	\$1,927.95	\$808.55	\$594.45	⌚	\$7,631.98
12	15031	Personal Tax: Property Taxes	⌚	⌚	\$10.63	\$137.32	\$163.56	\$206.23	\$558.01	\$699.98	\$1,001.12	\$677.59	\$568.64	⌚	\$4,023.07
13	15032	Personal Tax: Other Tax (Fish...	⌚	⌚	\$0.04	\$19.07	\$3.99	\$5.38	\$400.97	\$129.72	\$90.59	\$143.48	\$384.56	⌚	\$1,177.80
Totals			\$42,801.99	\$3,319,147.75	\$(45.77)	\$317.06	\$2,451.04	\$5,315.34	\$22,342.80	\$50,758.01	\$83,381.76	\$48,074.10	\$77,366.03	\$84,785.06	\$3,736,695.18

Federal Tax Impacts																	
		Type Code Paying	>	5001	6001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Pay...	>	Employee ...	Proprietor ...	Tax on Pro...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Household...	Enterprise...	
	Transfer Code	Description		Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...	Sumva...
1	15014	Social Insurance Tax- Empl...		\$490,649.28	\$36,676.53	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$527,325.81
2	15015	Social Insurance Tax- Empl...		\$450,034.82	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$450,034.82
3	15017	TOPI: Excise Taxes		⌚	⌚	\$298,964.19	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$298,964.19
4	15018	TOPI: Custom Duty		⌚	⌚	\$242,320.35	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$242,320.35
5	15026	Corporate Profits Tax		⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$189,113.77	\$189,113.77
6	15027	Personal Tax: Income Tax		⌚	⌚	⌚	\$(232.35)	\$(3,293.05)	\$(1,615.64)	\$4,775.56	\$36,041.70	\$95,169.25	\$186,719.57	\$125,556.47	\$267,458.23	⌚	\$710,579.76
7	15028	Personal Tax: Estate and Gi...		⌚	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals				\$940,684.10	\$36,676.53	\$541,284.54	\$(232.35)	\$(3,293.05)	\$(1,615.64)	\$4,775.56	\$36,041.70	\$95,169.25	\$186,719.57	\$125,556.47	\$267,458.23	\$189,113.77	\$2,418,338.70

County Tax Impacts																
		Type Code Paying	>	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying	>	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description		Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...		\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
2	15015	Social Insurance Tax- Employ...		\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
3	15020	TOPI: Sales Tax		⌚	\$66,157.05	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$66,157.05
4	15021	TOPI: Property Tax		⌚	\$308,520.58	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$308,520.58
5	15022	TOPI: Motor Vehicle License		⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
6	15023	TOPI: Severance Tax		⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
7	15024	TOPI: Other Taxes		⌚	\$37,218.84	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$37,218.84
8	15025	TOPI: Special Assessments		⌚	\$26,431.07	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$26,431.07
9	15026	Corporate Profits Tax		⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
11	15030	Personal Tax: Motor Vehicle L...		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
12	15031	Personal Tax: Property Taxes		⌚	⌚	\$2.93	\$37.89	\$45.13	\$56.90	\$153.97	\$193.15	\$276.24	\$186.97	\$156.91	⌚	\$1,110.09
13	15032	Personal Tax: Other Tax (Fish...		⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals				\$0.00	\$438,327.54	\$2.93	\$37.89	\$45.13	\$56.90	\$153.97	\$193.15	\$276.24	\$186.97	\$156.91	\$0.00	\$439,437.63

Sub County General Tax Impacts -															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
2	15015	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
3	15020	TOPI: Sales Tax	⌚	\$254,869.79	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$254,869.79
4	15021	TOPI: Property Tax	⌚	\$163,322.65	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$163,322.65
5	15022	TOPI: Motor Vehicle License	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
6	15023	TOPI: Severance Tax	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
7	15024	TOPI: Other Taxes	⌚	\$61,621.30	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$61,621.30
8	15025	TOPI: Special Assessments	⌚	\$5,874.11	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$5,874.11
9	15026	Corporate Profits Tax	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
11	15030	Personal Tax: Motor Vehicle L...	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
12	15031	Personal Tax: Property Taxes	⌚	⌚	\$1.55	\$20.06	\$23.89	\$30.12	\$81.51	\$102.25	\$146.23	\$98.98	\$83.06	⌚	\$587.65
13	15032	Personal Tax: Other Tax (Fish...	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals			\$0.00	\$485,687.86	\$1.55	\$20.06	\$23.89	\$30.12	\$81.51	\$102.25	\$146.23	\$98.98	\$83.06	\$0.00	\$486,275.51

Sub County (Special Districts) Tax Impacts															
		Type Code Paying >	5001	8001	10001	10002	10003	10004	10005	10006	10007	10008	10009	13001	Total
		Type Description Paying >	Employee C...	Tax on Prod...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Households...	Enterprises...	
	Transfer Code	Description	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...	Sumval...
1	15014	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
2	15015	Social Insurance Tax- Employ...	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
3	15020	TOPI: Sales Tax	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
4	15021	TOPI: Property Tax	⌚	\$579,043.48	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$579,043.48
5	15022	TOPI: Motor Vehicle License	⌚	\$7.79	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$7.79
6	15023	TOPI: Severance Tax	⌚	\$0.00	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00
7	15024	TOPI: Other Taxes	⌚	\$343.06	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$343.06
8	15025	TOPI: Special Assessments	⌚	\$60,405.87	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$60,405.87
9	15026	Corporate Profits Tax	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	⌚	\$0.00	\$0.00
10	15027	Personal Tax: Income Tax	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
11	15030	Personal Tax: Motor Vehicle L...	⌚	⌚	\$0.01	\$0.04	\$0.06	\$0.07	\$0.18	\$0.28	\$0.29	\$0.12	\$0.09	⌚	\$1.13
12	15031	Personal Tax: Property Taxes	⌚	⌚	\$5.50	\$71.11	\$84.70	\$106.80	\$288.98	\$362.51	\$518.46	\$350.91	\$294.49	⌚	\$2,083.46
13	15032	Personal Tax: Other Tax (Fish...	⌚	⌚	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	⌚	\$0.00
Totals			\$0.00	\$639,800.20	\$5.51	\$71.15	\$84.76	\$106.87	\$289.17	\$362.79	\$518.74	\$351.03	\$294.58	\$0.00	\$641,884.79

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 8.1

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
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. 8.2**

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	Approval of the March 23, 2021, City Council and Local Redevelopment Authority Board Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the March 23, 2021, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. March 23, 2021, City Council and LRA Minutes

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Vice Mayor/Chair (CM-D1) Luis Uribe

Council/Authority Members

District 2 Rachel Hernandez

District 3 Cal Campbell

District 4 Darlene Barber-Martinez



**City of Riverbank
Regular City Council and
Local Redevelopment Authority
Board Meetings
(via Virtual Platform Only)**

City Hall is located at
6707 Third St., Suite B
Riverbank, CA 95367

MINUTES

TUESDAY, MARCH 23, 2021– 6:00 P.M.

***Notice:** this meeting was 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.*

1. CALL TO ORDER – *This meeting was opened via the virtual platform at 6:05 p.m. with Mayor/Chair Richard D. O'Brien presiding. Due to technical difficulties Assistant City Manager/ASD Marisela Garcia served as the Recorder for City Clerk Annabelle Aguilar.*

2. FLAG SALUTE – *Lead by Councilmember Rachel Hernandez.*

Members of the Council took a moment to express their sorrow for the recent racially motivated crimes that occurred in Atlanta against the Asian community, the gun violence that occurred in Oregon, and any other targeted person or community in the United States; acknowledging that it was a time to be encouraged to recognize and have conversations of the prevention of violence and racism. Letters would be sent to the Mayors of the cities that have experienced the recent violence.

3. ROLL CALL – *All Members of the City Council were present.*

Staff Present: City Manager Sean Scully, Assistant City Manager/ASD Marisela Garcia, City Attorney Tom Hallinan, City Clerk Annabelle Aguilar joined at 6:13 p.m., Police Chief Ed Ridenour, Administrative Analyst II Norma Torres-Manriquez, Parks and Recreation Director Sue Fitzpatrick, Planning and Building Manager Donna Kenney, and Associate Planner Gabriel Salazar.

4. AGENDA CHANGES – *No changes were made.*

5. 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.

6. 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.

(Public Comment Procedures via ZOOM were provided on the last page of the agenda.)

No one spoke.

7. CONSENT CALENDAR

Item 7.1. Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 7.2. Approval of the March 9, 2021 City Council and Local Redevelopment Authority Board Minutes.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 5-0) to approve Consent Calendar Items 7.1 and 7.2 as presented.*
Motion carried by unanimous City Council and LRA Board roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor/Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

8. PUBLIC HEARINGS

The Public Hearing Notice was published in the Riverbank new on 03/10/2021

Item 8.1. General Plan Amendment 01-2020. The applicant has requested that the City of Riverbank approve an amendment to the General Plan that would prohibit tobacco smoking in the common areas of multi-family zoned properties. The amendment will impact future multi-family residential development in the R-2 (Duplex Residential) and R-3 (Multiple Family Residential) zoning districts.

Consider A Resolution Approving General Plan Amendment 01-2020 for the Riverbank Housing Element for The California Health Collaborative – It is recommended that City Council receive the presentation, conduct the public hearing process, consider options, and provide direction.

Associate Planner Gabriel Salazar presented the staff report.

Guest presenter Katie Moose of the California Health Collaborative made a presentation in favor of the amendment.

City Council, Staff, and Ms. Moose discussed the amendment request.

Mayor O'Brien opened the public hearing at 6:43 p.m.

Public Comments: Written comments in favor of the amendment were received via email from Efraim Lopez, a volunteer with the Health Education Council, and from Komal Chand, President of the Young Adults Fighting Tobacco. These comments were acknowledged via email by the City Clerk and immediately distributed via email to each Member of the City Council for consideration. A late submission of written comments was sent directly

to each Council Member from the SOL Project, Saving Our Legacy, African-Americans for Smoke-Free Safe Places, after the 4:00 p.m. deadline; signed by Twlia Lester, Project Director and three colleagues in favor of the amendment. Ms. Twlia Lester provide oral comments, responding to some of the questions made to Ms. Moose, and spoke in favor of the amendment. Staff Member Salazar reported that a call was received by Evelyn [Halbert] and believes her concerns were the enforcement and the impact to the downtown.

Mayor O'Brien closed the public hearing at 6:48 p.m.

City Council considered the following options:

A) Prohibit the smoking of tobacco and cannabis in the common areas of future multi-family housing properties city-wide (original proposal); or

B) Prohibit the smoking of tobacco and cannabis on the entire site (including the dwelling units) of future multi-family housing properties city-wide; or

C) Prohibit the smoking of tobacco and cannabis in the common areas of future and existing multi-family housing properties city-wide; or

D) Prohibit the smoking of tobacco and cannabis on the entire site (including the dwelling units) of future and existing multi-family housing properties city-wide; or

E) Deny the request.

ACTION: By motion moved and seconded (Uribe / Campbell / passed 4-0-0-1) to approve option #5 (Option E) to deny the request for the General Plan Amendment at this time, which could be considered as part of the social and environmental portion of the future review and update of the General Plan. Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: Hernandez

9. 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 9.1. **Stanislaus Regional Homeless Strategic Plan** – It is recommended that the City Council consider information presented by Home Base and provide feedback on the process, and preliminary formation of a Stanislaus Regional Homeless Strategic Plan.

City Manager Sean Scully introduced the item, and guest representative of Home Base, Nora Breslin, who presented a series of questions to gather survey feedback from the City Council and public in attendance.

Public Comment: Brad Hawn agreed with the feedback provided, and promised to work diligently to try get the Stanislaus Homeless Alliance to diligently attempt to get the funding for the Host House.

There were no written comments received for this item.

10. NEW BUSINESS

Item 10.1. **2020 General Plan and Housing Element Annual Progress Reports. A Resolution [No. 2021-009] Adopting the 2020 General Plan and Housing Element Annual Progress Reports and Authorizing Staff to Submit Said**

Reports to the California Office of Planning and Research and California Department of Housing and Community Development –Staff recommends approval of the City's 2020 General Plan and Housing Element Annual Progress Reports and to authorize Staff to submit said reports to the California Office of Planning and Research and California Department of Housing and Community Development.

Associate Planner Gabriel Salazar presented the staff report.

Council inquired about Tiny Homes.

There were no oral or written public comments on this matter.

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to adopt Resolution No. 2021-009 Adopting the 2020 General Plan and Housing Element Annual Progress Reports and Authorizing Staff to Submit Said Reports to the California Office of Planning and Research and California Department of Housing and Community Development as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.2. **Certificate of Correction – Crawford Road Name Change.** The project consists of a proposed name change for Crawford Road between Oakdale Road to the west and Roselle Avenue to the east.

A Resolution [2021-010] Changing the Name of Crawford Road to Westgate Drive (From Oakdale Road East to Roselle Avenue) and Authorizing the City Engineer to Record a Certificate of Correction with Stanislaus County – It is recommended that the City Council review the materials and adopt a Resolution on one of the options below:

1. Authorize the City Engineer to prepare and record a Certificate of Correction to change the name of Crawford Road, between Oakdale Road on the west and Roselle Avenue on the east, to Westgate Drive; or
2. Deny the request to change Crawford Road to Westgate Drive.

Planning and Building Manager Donna Kenney presented the staff report.

There were no oral or written public comments on this matter.

ACTION: *By motion moved and seconded (Barber-Martinez / Hernandez / passed 5-0) to adopt Resolution No. 2021-010 Changing the Name of Crawford Road to Westgate Drive (From Oakdale Road East to Roselle Avenue) and Authorizing the City Engineer to Record a Certificate of Correction with Stanislaus County as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.3. Utility Billing Discussion and Feedback – It is recommended that the City Council provide feedback on the options presented regarding utility billing during the coronavirus (“COVID-19”) pandemic.

Assistant City Manager/ASD Marisela Garcia presented the staff report stating that continuing to not apply penalties for the billing due dates of March 31st and June 1st would be a financial impact of approximately \$60,000 to the water and sewer funds combined. Pursuant to the Governor’s orders, staff will not perform shut-offs for delinquent billings during the months of April - June.

City Council considered and commented on the following options:

1. *Status Quo: Due dates and Penalty Application would be as follows:*

<i>Billing Due Date</i>	<i>Penalties Applied</i>
<i>March 31, 2021</i>	<i>April 1, 2021</i>
<i>June 1, 2021</i>	<i>June 2, 2020</i>

2. *Delay the due date on the utility bills due and apply penalties as follows:*

<i>Billing Due Date</i>	<i>Penalties Applied</i>
<i>April 14, 2021</i>	<i>April 15, 2021</i>
<i>June 14, 2021</i>	<i>June 15, 2021</i>

3. *Do not apply penalties for delinquent bills after the March 31, 2021 due date:*

<i>Billing Due Date</i>	<i>Penalties Applied</i>
<i>March 31, 2021</i>	<i>None.</i>
<i>June 1, 2021</i>	<i>None.</i>

Ms. Garcia clarified that implemented penalties would begin with the month of August.

Council directed staff to begin informing utility customers that the City Council anticipates implementing the penalties on delinquent payments beginning with the month of August and provide information on available funding assistance programs.

There were no oral or written public comments on this matter.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to approve continuing with option #3, to not apply penalties for bills due on March 31st and June 1st.*

Motion carried by unanimous City Council roll call vote.

AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor O’Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.4. General Local Public Health COVID-19 Update and Discussion of Ongoing City Operations – 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 staff report.

Council briefly discussed, with mixed reviews, on the possibility of returning to in-person Council meetings. City Clerk Annabelle Aguilar informed Council of the three bills before the Legislature that would ultimately dictate what the requirements will be on conducting meetings per the Brown Act. Attorney Tom Hallinan stated that meetings with a virtual component and for public participation is likely.

Item 10.5. **Approval to Re-open Recreation Programs and Outdoor Facility Reservations** – It is recommended that the City Council consider providing direction on the proposed re-opening of Recreation Programs and outdoor facility reservations.

Parks and Recreation Director Sue Fitzpatrick presented the staff report.

City Council expressed their confidence in the Director to determine and decide when and how to re-open programs and facilities based on the [COVID] safety guidelines.

There were no oral or written public comments on this matter.

Item 10.6. **Subdivision Improvement Agreement Crossroads West Phase 1. A Resolution [2021-011] Approving a Subdivision Improvement Agreement for Crossroads West Phase 1 Between the City of Riverbank and DMG Development L.P. And Authorizing the City Manager to Execute the Agreement** – It is recommended that the City Council consider the proposed resolution approving the subdivision improvement agreement with DMG Development L.P. for Crossroads West Phase 1 and directing the City Manager to execute the agreement.

City Manager Sean Scully presented the staff report.

There were no oral or written public comments on this matter.

ACTION: *By motion moved and seconded (Barber-Martinez / O'Brien / passed 5-0) to adopt Resolution No. 2021-011 to Approve a Subdivision Improvement Agreement for Crossroads West Phase 1 Between the City of Riverbank and DMG Development L.P. And Authorizing the City Manager to Execute the Agreement as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

11. 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/LRA Board during this time.

Item 11.1. Staff

- *City Manager Sean Scully thanked City Clerk Annabelle Aguilar, Administrative Analyst II Norma Torres-Manriquez, and Confidential Assistant Gaby Hernandez for working hard behind the scenes in making sure the best media and virtual meeting is provided.*
- *City Clerk Annabelle Aguilar reminded everyone of the Fair Political Practices Commission Form 700 filing requirement.*

Item 11.2. Council/Authority Member

- *Council/Authority Member Hernandez provided a “Love Riverbank” event update, and stated she was working towards introducing a proclamation on domestic violence and racism.*
- *Council/Authority Member Campbell announced a meeting of Friends of Jacob Myers Park, and commented that he was pleased with moving from the purple tier and the red tier [COVID rating].*
- *Council/Authority Member Barber-Martinez thanked Golden Valley Health Center for providing vaccinations to the Riverbank community, and thanked Congressman Harder for providing information on the American Rescue Plan.*
- *Vice Mayor/Chair Uribe thanked Mr. Richard Gilton for the waste management facility tour; announced he would be touring the Regional 911 facility; and looked forward to the [Crossroads West] groundbreaking event on Friday.*

Item 11.3. Mayor/Chair

Mayor/Chair O'Brien reminded staff to continue to pursue the Callandar crosswalk matter with Caltrans; requested the City Manager look into LTF funds for biking paths; and announced that Circulus [Riverbank Industrial Complex Tenant] is moving forward and would like to plan a ribbon-cutting event with various national representatives.

12. 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 adjourning to Closed Session.

Item 12.1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 3300 Stanislaus Street, [APN 132-012-024]

Agency Negotiator: Sean Scully, City Manager

Property Negotiator: Stanislaus Housing Authority

Under Negotiation: Price, terms of payment, or both

Mayor/Chair O'Brien announced the Closed Session Item and opened the Item for public comment; no one spoke and no written comments were received.

13. ADJOURNMENT OF THE PUBLIC PORTION OF THE MEETING

There being no further open public business, Mayor/Chair O'Brien announced that the City Council and LRA Board would be going into closed session and that the reports from Closed Session would be made to the City Clerk, and would be reflected in the Minutes of the meetings. Anyone interested in obtaining the reports from Closed Session could contact the City Clerk at cityclerk@riverbank.org or call (209) 863-7198. The next Council meeting would be on April 13th at 6:00 p.m. The open public portion of the meeting was adjourned at 8:57 p.m.; City Council and the LRA Board went into Closed Session.

14. REPORT FROM CLOSED SESSION

Mayor O'Brien reported that direction was provided to staff on Item 12.1.

15. ADJOURNMENT OF THE REGULAR MEETING (Immediately after Closed Session)

There being no further business, Mayor/Chair O'Brien adjourned the regular meeting at 9:22 p.m.

ATTEST: *(Adopted 04/27/2021)*

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 8.3**

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	Approval of the April 13, 2021, City Council and Local Redevelopment Authority Board 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 April 13, 2021, 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. April 13, 2021, City Council and LRA Minutes

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Vice Mayor/Chair (CM-D1) Luis Uribe

Council/Authority Members

District 2 Rachel Hernandez

District 3 Cal Campbell

District 4 Darlene Barber-Martinez



**City of Riverbank
Regular City Council and
Local Redevelopment Authority
Board Meetings
(via Virtual Platform Only)**

City Hall is located at
6707 Third St., Suite B
Riverbank, CA 95367

MINUTES

TUESDAY, APRIL 13, 2021– 6:00 P.M.

***Notice:** this meeting was 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.*

1. CALL TO ORDER – *This meeting was opened via the virtual platform at 6:00 p.m. with Mayor/Chair Richard D. O'Brien presiding.*

2. FLAG SALUTE – *Lead by Mayor O'Brien.*

3. INVOCATION – *Provided by Reverend Charles Neal.*

4. ROLL CALL – *All Members of the City Council were present.*

Staff Present: City Manager Sean Scully, City Attorney Tom Hallinan, City Clerk Annabelle Aguilar, Police Chief Ed Ridenour, Administrative Analyst II Norma Torres-Manriquez, Planning and Building Manager Donna Kenny, Human Resources Analyst Cheryl Stefani, Development Services Administration Manager Kathleen Cleek, and Public Works/LRA Director Michael Riddell.

5. AGENDA CHANGES – *There were no changes made.*

6. 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.

7. 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.

(Public Comment Procedures via ZOOM were provided on the last page of the agenda.)

There were no [oral or written] public comments received.

8. PRESENTATIONS (Informational Only)

- Item 8.1.** Riverbank Representative Update by Stanislaus County Fire Protection District Board of Director Charles Neal.

Director Neal provided a report on the positive status of the District's budget, the retirement of Chief Mike Whorton and Board Clerk Betty Hannah , and the appointment of Interim Fire Chief Eric Holly.

9. 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 9.1.** Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

- Item 9.2.** A **Resolution [No. 2021-012]** to Authorize a contract with JB Anderson Land Use Planning for SB2 Grant Funds Program Services.

- Item 9.3.** A **Resolution [No. 2021-013]** to Award and Authorize the City Manager to Enter into Professional Service Agreements for Retainer On-Call Construction Inspection Services with Cecil & Cecil Enterprises, Inc., Giuliani & Kull, Inc., SNG & Associates, Inc. and West Coast Code Consultants, Inc.

- Item 9.4.** A **Resolution [No. 2021-014]** Approving the Development Clerk Part-Time Job Classification and Salary Range; and Amending the City of Riverbank Compensation Plan for Part-Time/Temporary/Seasonal Positions to add the New Part-Time Job Classification and Salary Range.

- Item 9.5.** A **Resolution [No. 2021-015]** Accepting the Annual Financial Reports for Fiscal Year 2015-16 and Fiscal Year 2016-17.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to approve Consent Calendar Items 9.1 through 9.5 as presented.*

Motion carried by unanimous City Council and LRA Board roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARINGS

The Public Hearing Notice was published in the Riverbank News on 03/31/2021 and a Notification Letter was mailed on 03/31/2021 to each property owner within 300 feet of the property project matter based on the latest equalized assessment rolls of record by the Stanislaus County Assessor.

- Item 10.1.** Development Agreement Amendment 06-2020 for E&J Distributors, LLC DBA Canna+Rise and Terminal Infusion.

The First Reading by Title Only and Introduction of a Proposed Ordinance [No. 2021-001] Approving a Development Agreement Amendment by and

between the City of Riverbank and E & J Distributors LLC. Currently Doing Business as Canna+Rise to Add a Second Cannabis Business a California Limited Liability Corporation Doing Business as Terminal Infusion – 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 at the regular City Council meeting of April 27, 2021, or soon thereafter to consider its adoption.

Planning and Building Manager Donna Kenney presented the staff report, and clarified that a couple of typographical errors in the report indicated the Planning Commission approved Terminal Infusion's Conditional Use Permit 03-2021, which should be 03-2020.

City Council and Staff discussed the item.

Manager Kenney reported that she did not receive any public comments on this item.

Mayor O'Brien opened the public hearing at 6:21 p.m.; no one spoke and no written public comments were received by the City Clerk on this matter, the hearing was closed.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to approve the first reading and introduction of the proposed Ordinance [No. 2021-001] to initiate a second reading by title and consider its adoption on April 27th, as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

11. NEW BUSINESS

Item 11.1. **Final Map 01-2021 Crossroads Unit 1 – APN: 074-011-009.** The project consists of a Final Map to subdivide approximately 15.54 acres into ninety-one (91) buildable residential lots (overall density of 5.86 du/acre), associated street, sewer, water, and storm drainage improvements.

A Resolution [No. 2021-016] Approving Final Map 01-2021 for DMG Development, LP for Crossroads West Unit 1 (APN 074-011-009) – Approve the Final Map ("FM") for Crossroads Unit 1 based on the required finding that the map is in conformity with the provisions of subdivision law and city code.

Planning and Building Manager Donna Kenney presented the staff report.

There were no oral or written public comments on this matter.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to adopt Resolution No. 2021-016 to Approve Final Map 01-2021 for DMG Development, LP for Crossroads West Unit 1 (APN 074-011-009) as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 11.2. **A Resolution [No. 2021-017] Amending the \$600,000 Budgetary Authority Resolution No. 2020-085 for an Additional \$206,000 Gap Funding for the Roselle and Westgate (formerly Crawford Rd) Sewer Collection Capacity Upgrade Project (Crossroads West Specific Plan) – It is recommended that the City Council consider approving the proposed resolution authorizing an amendment to the previously approved budgetary authority in an amount not to exceed \$206,000 in sewer connection fees to supplement the previously approved \$600,000 system development fees for the updated construction gap funding to complete the Roselle/Westgate sewer collection upgrade project.**

City Manager Sean Scully presented the staff report.

There were no oral or written public comments received on this matter.

ACTION: *By motion moved and seconded (Campbell / Hernandez / passed 5-0) to adopt Resolution No. 2021-017 Amending the \$600,000 Budgetary Authority Resolution No. 2020-085 for an Additional \$206,000 Gap Funding for the Roselle and Westgate (formerly Crawford Rd) Sewer Collection Capacity Upgrade Project (Crossroads West Specific Plan) as presented.*
Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 11.3. **Consideration of Partnership for City of Riverbank Banner Program.**
A Resolution [No. 2021-018] Approving the No Cost Riverbank Banner Program and Partnership with CGI Communications and Directing the City Manager to Execute an Agreement to Begin the Process of Designing and Implementing the No Cost Banner Program – It is recommended that the City Council consider approving the no cost Riverbank Banner program and partner with CGI Communications and directing the City Manager to execute the attached agreement (subject to City Attorney review) to begin the process of designing and implementing no cost sponsored banners in key areas within Riverbank.

City Manager Sean Scully presented the staff report.

City Council spoke in favor of the program.

There were no oral or written public comments received on this matter.

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to adopt Resolution No. 2021-018 to Approve the No Cost Riverbank Banner Program and Partnership with CGI Communications and Directing the City Manager to Execute an Agreement to Begin the Process of Designing and Implementing the No Cost Banner Program as presented.*
Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

12. 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/LRA Board during this time.

Item 12.1. Staff

- *City Manager Sean Scully announced the vaccination clinic conducted by Golden Valley Health Center, and nearly reaching a vaccinated population of nearly 30%; encouraged everyone to see the Crossroads West Development Project that broke, along with the eastside subdivisions of Bruin Heights (formerly known as River Run) and Countryside; and reported on the economic impact of Circulus.*

Item 12.2. Council/Authority Member

- *Council/Authority Member Hernandez reported on the "Love Riverbank" event, and announced an event supporting the Boys and Girls Club.*
- *Council/Authority Member Campbell commented on the need of new members to the Friends for Jacob Myers Park Committee, and stated he is scheduled to attend the Transportation and Communication of Public Works League Committee, and thanked the local food sharing organizations.*
- *Council/Authority Member Barber-Martinez clarified her statement made at the last Council meeting in regards to not being ready to return to in-person Council meetings, and stated she goes through extensive safety lengths to avoid close and long periods of contact with her customers.*
- *Vice Mayor/Chair Uribe reported on his attendance of his first Workforce Development meeting, and stated he will be attending the Revenue and Taxation Policy Committee meeting.*

Item 12.3. Mayor/Chair

Mayor/Chair O'Brien commented on: 1) the return to in-person Council meetings and considering a hybrid form of meetings; 2) the Air Resources Board issuing no burning restrictions on Agriculture in August, the City needs to help Aemetis start their plant; 3) stated that the City will not be responsible for any fines imposed for not meeting the landfill reduction State requirements that begin January 1, 2022, due to the lack of equipment or procedures set in place by the City's [waste management] contract; 4) commended staff for the Callander Avenue project; 5) the City's need to begin the preparations for the Centennial celebration; and 6) recruitment of Concert in the Park attendees to join The Friends of Jacob Myers Park Committee.

13. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor/Chair O'Brien adjourned the regular meeting at 7:12 p.m.

ATTEST: *(Adopted 04/27/2021)*

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.4

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	A Resolution Authorizing the Examination of Sales and Use Tax Records
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Administrative Services Director

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution authorizing the examination of sales and use tax records for the City of Riverbank by the City Manager, Assistant City Manager, Director of Finance, and the City's consultant MuniServices, LLC.

SUMMARY

The California Department of Tax and Fee Administration (CDTFA) currently collects Sales and Use Tax on behalf of the City of Riverbank. CDTFA is requiring an updated Resolution which specifically states the individuals (by way of Title) in the City who should have direct access to Sales and Use Tax information, which is considered confidential data.

BACKGROUND

Pursuant to Riverbank Municipal Code Section 34.23, the City of Riverbank contracts with the California Department of Tax and Fee Administration (CDTFA), formerly known as the Board of Equalization, for the administration and collection of Sales and Use Tax on behalf of the City of Riverbank. From time to time, the CDFTA requires an update of their records to ensure that they have an accurate record of those individuals within the City of Riverbank, or who work on behalf of the City, who are authorized to have access to the confidential sales tax data that is collected.

Currently, the City contracts with MuniServices, LLC (formerly known as Municipal Resource Consultant) for quarterly audits of our sales tax records to ensure that businesses located within Riverbank are properly reporting their sales tax to our City. In addition, MuniServices, LLC provides quarterly updates of sales tax data trends and projections for budgeting purposes. Included as part of this staff report is an updated Agreement reflecting the change of names from Municipal Resource Consultant to MuniServices, LLC.

It is recommended that the following individuals (listed by Title only) and consulting firms have access to the data on behalf of the City:

- City Manager
- Assistant City Manager
- Director of Finance (as noted in Section 31.05 of the Municipal Code)
- MuniServices, LLC (Sales Tax Consultant to the City of Riverbank)

STRATEGIC PLAN

This item supports the City of Riverbank Strategic Plan Goal to “Ensure Financial Stability”

FINANCIAL IMPACT

There is no financial impact associated with the consideration and adoption of this Resolution.

ATTACHMENT

1. Resolution
2. Amendment and Novation Agreement
3. Exhibit A to Agreement

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE EXAMINATION OF SALES AND USE TAX RECORDS BY MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT OF A NOVATION AGREEMENT BETWEEN ALL CONTRACT PARTIES

WHEREAS, pursuant to Section 34.23 of the Riverbank Municipal Code, the City of Riverbank (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Riverbank deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank as follows, to wit:

Section 1. That the City Manager, Assistant City Manager, Director of Finance, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

(a) Budget Planning

(b) Economic Development

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department. The person or entity designated by this section shall meet all of the following conditions, which are also included in the contract between the City and MuniServices, LLC:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribution of sales or transactions and use taxes that was filed by MuniServices, LLC. on behalf of the City pursuant to the contract between the MuniServices, LLC. and City. The person or entity designated by this section shall meet all of the following conditions, which are also included in the contract between the City and the MuniServices, LLC.:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 5. That this resolution supersedes all prior resolutions of the City Council of the City of Riverbank adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

AND, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Riverbank hereby orders that the information obtained by examination of Department records shall be used only for the purposes related to the collection of City sales and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed herein under Section 2 of this Resolution.

AND, BE IT FURTHER RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute an Amendment (to **Exhibit A** attached hereto) and Novice Agreement between Municipal Resource Consultants (the Assigning Party), and MuniServices, LLC (the Assuming Party) both Delaware Limited Liability Companies, and the City of Riverbank, a Municipal Corporation of the State of California.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of April, 2021; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachments: Copy of Amendment and Novice Agreement
Exhibit A – copy of May 11, 1998 Agreement between Municipal Consultants and the City of Riverbank

AMENDMENT AND NOVATION AGREEMENT BETWEEN
MUNICIPAL RESOURCE CONSULTANT

AND

MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the "Assigning Party"), and MuniServices LLC, (the "Assuming Party") both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of Riverbank, an instrumentality of the State of California, 6707 3rd Street, Suite B, Riverbank, CA 95367 ("Remaining Party"), (together, the "Parties") is entered into this 11th day of March 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of Riverbank, of the state of California, entered into on May 11, 1998 (the "Agreement") (attached hereto as Exhibit A) for Sales and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSUMING PARTY

MUNISERVICES, LLC

By:_____

Name:_____

Title:_____

ASSIGNING PARTY

MUNICIPAL RESOURCE CONSULTANT

By_____

Name:_____

Title:_____

REMAINING PARTY

CITY OF RIVERBANK
A Municipal Corporation

By:_____

Name: Sean Scully

Title: City Manager

Attest:

By:_____

Name: Annabelle H. Aguilar, CMC

Title: City Clerk

EXHIBIT A

PROPOSED

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Riverbank California, as of May 11, 1998 by and between the City of Riverbank a municipal corporation (hereafter referred to as "City") and Municipal Resource Consultants (hereafter referred to as "Consultant" or "MRC"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit "A". Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A".

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement, unless the City approves additional compensation for additional service. Consultant shall submit all billings for services rendered pursuant to this Agreement to City in the manner specified in Exhibit "A".

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

EXECUTED as of the day and year first above stated.

Date: 5-15-98

Date: April 3, 1998

CITY ATTORNEY

SALES TAX INFORMATION & AUDIT SERVICES

Municipal Resource Consultants (MRC) hereby agrees to provide the City of Riverbank (City) with sales tax information and audit services. MRC's services consist of a Sales Tax Query System, Sales Tax Analysis Reports, corollary consulting and audit services set forth as follows:

1. SALES TAX QUERY SYSTEM

MRC will install and update quarterly the City's sales tax registration and allocation data on IBM compatible PCs designated by the City. We will also train authorized City staff in the use of the Query System and an easy-to-follow user manual, also furnished by MRC.

The Query System will enable City staff to analyze the contribution of sales/use tax revenue from each taxpayer in the City, on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center or other geographic area.

All sales tax data processed by MRC is located on the Query System. History for each account can be called up by account number and even by business tax identification number(s), if the latter are added to the Query System. MRC has made the Query System extremely user-friendly, even incorporating different types of name and address searches. For example, the address search only needs the street name and will fill in the direction and proper abbreviation for the street type.

Also, in looking up a particular type of business segment, a listing of business codes is shown on a "pop up" menu to help the user identify which code to select. The Query System can also be used to geo-code specific areas such as City Council districts, shopping centers, redevelopment areas, etc. MRC's Query System will even generate the geo-coded addresses, thus eliminating the need to manually place a code by each firm in a geo-area. The System will also eliminate a geo-area in a global command rather than having to eliminate geo-coded accounts one-by-one when removing a geo-area.

Because the Sales Tax Query System contains confidential information, access is limited to authorized personnel by making the System password - protected.

COPY

2. STARS (SALES TAX ANALYSIS & REPORTING SYSTEM) REPORTS

Quarterly, MRC will provide the City with an updated set of bound STARS reports (sample enclosed). The scope of MRC's STARS reports includes, but is not limited to, the following:

- ☐ Cleaning up, standardizing and automating data from the City's sales/use tax distribution reports provided by SBE for eight (8) previous quarters, current quarter and each future quarter service. This is done to provide two benchmark years in the initial report to the City. Amounts for the most recent quarter are included in each STARS report, but are not used for benchmark purposes as many accounts are incomplete due to late-paying businesses.

MRC clients use STARS reports to gain a better understanding of where their sales tax comes from, what trends, good or bad, are occurring to their sales tax base, and to identify those businesses on which the jurisdiction is most dependent for its sales tax revenue.

- ☐ Receiving and processing sales tax distribution reports quarterly.
- ☐ Reorganizing and refining the computerized sales tax data for the City utilizing MRC's STARS.
- ☐ Analyzing the City's major sales tax producers.

All major sales producers and business categories are monitored and analyzed quarterly based on reports to include the following:

- ☐ Management Summary, Sales Tax Digest, Charts. MRC's STARS reports include a confidential Management Summary, a non-confidential Sales Tax Digest, and twelve color charts that portray graphically the City's sales tax performance and composition.

- o Analysis Section. The Analysis Section of MRC's STARS reports compares the sales tax performance for the latest complete quarter/report benchmark year to previous quarters and years. This section, which is an exclusive MRC report, was instituted to replace cumbersome manual comparisons between quarters and years.

The Analysis Section includes the following: (1) historical performance of the top 100 accounts for up to four years, (2) a computerized analysis of the changes that occurred by economic category and by business sector with the specific businesses that made the major contribution to the change delineated; and (3) an analysis by magnitude of change indicating which key businesses grew or declined, measured in absolute dollars and percentages.

Quarterly aberrations due to SBE audits, fund transfers and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.

- o Major (and Top 100) Sales Tax Producers. Sales tax performance of the top 100 sales tax accounts is shown in order of sales tax produced with the results for the last five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.
- o Sales Tax Accounts by Business Code. This report shows the various business codes assigned by the SBE and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each account. The City may select the cut-off level of this report (i.e., all accounts or just accounts that produce over a certain amount per year). Misclassified sales tax accounts are corrected to make the report a true reflection of the sources of the City's sales tax income.
- o Sales Tax Trend Report. Data is summarized by economic category and by business sector making up each category. Sales tax trends are shown by quarter and by successive benchmark years. Percent of sales tax is also shown to indicate trends in sales tax composition as well as performance.

Growth and decline comparisons are indicated by various categories for forecasting and analysis.

- o Sales Tax By Account/Sub-Number. The SBE does not provide the specific sales tax amounts generated by each individual location of a firm with multiple locations in the same city. Such a breakdown is needed if the City is to track sales tax by specific geo-areas, such as shopping centers, redevelopment areas, business districts, industrial parks, etc. STARS allocates sales tax by location and even customizes difficult allocations such as auto dealers with showrooms, leasing, used cars, and body repair shops. This report shows the amounts allocated to each individual location for a firm with multiple locations in the City.
- o Geo-Coding. Tracks sales tax performance within designated areas of the City (e.g., key shopping centers, redevelopment project areas, downtown business districts, etc.) Charts and printed reports are included for each geo-area.
- o Cross Reference Reports. These reports allow the user to look up any account shown in the STARS reports by name, address, or account number.
- o Special Business Tax Report. MRC's STARS service includes a report that is specifically designed to facilitate the City's business license tax administration by replacing the manual yellow registration control cards.

These cards come in no particular order and are cumbersome to use. MRC produces a printed report each quarter that lists all changes to the City's sales tax records by the type of change (i.e., new firms, closed firms, new addresses, new owners, etc.). Under each type of change are the accounts in clean address order.

By correcting, cleaning up and standardizing addresses, business names and business classifications on all of the City's sales tax generators, MRC is able to provide the City's business licenses staff with another valuable audit tool. MRC will also provide the City with a copy of the cleaned up sales tax files on floppy disk or nine-track tape if the City wishes to add the data to its database.

3. COROLLARY CONSULTING

In conjunction with the Sales Tax Query System and STARS reports described above, the GRIP sales tax module includes the following:

- ☐ Preparing and analyzing a list of the City's major sales/use tax generators to assist the City in developing a public relations program to prevent the loss of these important businesses.
- ☐ Profiling for Economic Development/Community Redevelopment personnel the most economically desirable/undesirable types of developments/business uses and the reasons why.
- ☐ Assisting in defining specific geographic areas for which the City would have an interest in knowing the sales/use tax produced (e.g., within Redevelopment Agency project areas).

4. MISALLOCATION AUDITS

- ☐ Conduct an initial and ongoing sales tax audit service in order to detect and correct point-of-sales distribution errors and thereby generate new sales tax income which would not otherwise have been realized by the City.
- ☐ Provide to the City and State Board of equalization reports addressing each point of sales reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales tax income which should be forthcoming to the City.
- ☐ Coordinate with the taxpayer and State Board of Equalization to make the necessary corrections plus retroactive adjustments for eligible amounts improperly distributed in prior quarters.
- ☐ On a quarterly basis, monitor and analyze STARS reports with audit focus on the following:
 - o Those accounts with previously reported point of sale distribution errors to ensure that the corrections are made for current quarters plus retroactive adjustments for eligible amounts improperly distributed in prior quarters
 - o Those major accounts comprising approximately ninety percent (90%) of the City's total sales tax revenue to identify significant

aberrations (e.g., negative fund transfers, significant decreases, etc.) and ensure that the City is not getting less than it is entitled to

5. TIMING

MRC shall commence auditing the sales/use tax and preparing the Sales Tax Query System and STARS reports within 10 working days of receipt of the following:

- ☐ City Council contract approval and resolution designating MRC as the authorized City Consultant to examine sales and use tax records (see Exhibit C); and
- ☐ State Board of Equalization quarterly distribution reports for most recent nine (9) consecutive quarters.

The initial Sales Tax Query System shall be delivered and installed on IBM compatible PCs designated by City, together with the STARS reports, within 45 working days following receipt of the above. The quarterly updated Query System and STARS reports will be delivered to the City within 30 working days following receipt of the quarterly distribution reports. MRC shall audit provide progress reports as appropriate.

MRC will provide corollary consulting to the City in conjunction with delivery of the Query System and STARS reports following completion of the enhancement audits.

6. FEES

MRC's fee for performing the enhancement audit service shall be based on a percentage of the new revenue produced for the City. MRC's fee for providing the optional information and consulting services shall not exceed a flat amount to be mutually agreed upon in advance between the City and MRC.

A. SALES/USE TAX INFORMATION SERVICE

MRC shall provide the Sales Tax Query System and STARS reports for \$500 per quarter or \$2,000 for the full year, including expenses, payable only after the City has received the Sales Tax Query System, STARS report(s).

B. SALES/USE TAX MISALLOCATION AUDIT SERVICE

MRC's fee for providing the misallocation audit service is 25% of the new sales/use tax revenue realized by the City as a result of MRC detecting and correcting the related point-of-sale/use distribution error. Said 25% applies to each correction for fund transfers (i.e., retroactive adjustments for eligible amounts improperly distributed in prior quarters) and the first six consecutive reporting quarters following completion of the audit by MRC and confirmation of corrections by the State Board of Equalization.

Sales/use tax audit invoices are submitted quarterly after the City has received the revenue from the correction and quarterly distribution report verifying it. Each invoice is to include the business name, permit number, local allocation amount received by the City and amount due MRC. Invoices are due and payable upon receipt.

C. EXPENSES

All expenses incurred by MRC in providing the audit service and sales tax information service are absorbed by MRC. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, keypunching, computer processing, clerical, communications (e.g., personal meetings, telephone, mail, etc.) photocopying, overhead and miscellaneous out-of-pockets for consumable supplies and research materials such as maps, directories, etc.

7. CERTIFICATION OF CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

- A. MRC is authorized by this Agreement to examine sales and use tax records of the State Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- B. MRC is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.
- C. MRC is prohibited from performing consulting services for a retailer during the term of this Agreement.
- D. MRC is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this Agreement has expired.

Information obtained by examination of State Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056(b) of the Revenue and Taxation Code.

The resolution shall designate MRC as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056(b)(1) of the Revenue and Taxation Code (see Exhibit C).

MRC hereby certifies that any and all information utilized in the conduct of work performed is to be utilized only for those purposes authorized by the City and by the Bradley-Burns Uniform Local Sales and Use Tax Law.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Municipal Resource Consultants (Consultant) shall be an Independent Contractor and shall not be an employee of the City of Riverbank (City). City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Liability. City shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation to any Consultant personnel or subcontractor performing services hereunder for City, or any liability other than provided for in this Agreement.

City shall not be liable for compensation or indemnity to any Consultant employee or subcontractor for injury or sickness arising out of his/her employment, or for any negligent actions of the Consultant or its employees.

All persons employed in the performance of such services and functions shall be employees of Consultant, and as such shall not, for any purposes, be considered employees of City and therefore shall have no right to any City service, civil service, or other City status.

3. Subcontracts. Any subcontracts entered into by Consultant for services to be rendered towards the completion of Consultant's portion of this Agreement shall be for Consultant's benefit alone, and as such shall be its responsibility with no liability resting on the City. Consultant agrees to provide a list of all subcontractors to be used in connection with services to be rendered toward the completion of its portion of this Agreement to the City within ten (10) working days of execution of this Agreement.

4. Licenses, Permits, Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession.

GENERAL PROVISIONS
PAGE 2

5. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

6. Insurance.

(a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$1,000,000 for injury to one person in any one occurrence; \$1,000,000 aggregate; and, \$50,000.00 for property damage. Consultant shall cause the City, its officials and employees to be named on all liability policies described above as insured as respects: (1) activities performed for the City by or on behalf of the named insured, (2) products and completed operations of the Named Insured, and (3) premises owned, leased or used by the Named Insured.

(b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.

7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this agreement. Any attempt of purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

GENERAL PROVISIONS

PAGE 3

9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his/her profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

11. Reports, Charts or Other Products. All reports, charts and other products resulting from the performance of this agreement are the property of the City.

12. City Representative. The City Manager or his/her designee is the representative of the City and will administer this Agreement for the City.

13. Termination. This Agreement may terminate on ten (10) days written notice by either party, or within such time as both parties may find necessary to conclude the work currently under way and to summarize Consultant's findings for City.

14. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claims, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Consultant, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

GENERAL PROVISIONS
PAGE 4

15. Waiver of Breach No waiver of the breach of any of the covenants, agreements, restrictions or conditions of this Agreement by any partner shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of any partner in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of or variation in any of the terms of this Agreement

16. Whole and Entire Agreement This instrument contains the whole and entire agreement of the parties hereto relating to their partnership and correctly sets forth the rights, duties and obligations of each to the others as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

17. Equal Employment Opportunity: During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity, as labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."

b. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c. Solicitation for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origins.

GENERAL PROVISIONS
PAGE 5

d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Consultant under the contract until Consultant complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

GENERAL PROVISIONS
PAGE 6

f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs a through e in every subcontract, including Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of the City.

17. Notices. Any notice to be given from one party to the other pursuant to this Agreement shall be deposited with the United States Postal Service postage prepaid and addressed as follows:

To City: City Administrator
 CITY OF RIVERBANK
 6707 Third Street
 Riverbank, CA 95367

To Consultant: MUNICIPAL RESOURCE CONSULTANTS
 32107 W. Lindero Canyon Road
 Suite 233
 Westlake Village, CA 91361

Nothing in this Paragraph shall be construed to prevent the giving of notice by personal service.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.5

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	A Resolution Authorizing the Execution of a Performance Agreement between the City of Riverbank and Simply Devine Events, LLC for the Coordination of the 2021 Cheese & Wine Festival
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Simply Devine Events, LLC for the Coordination of the 2021 Cheese & Wine Festival.

SUMMARY

In November 2019, a Request for Proposal for the coordination of the Riverbank Cheese & Wine Festival was released. On January 28, 2020, the City Council accepted the proposal submitted by SS Consulting.

In March, 2020 all events were cancelled due to COVID-19. During that time SS Consulting changed their business name to Simply Devine Events. On February 23, 2021, the City Council gave staff direction to proceed with the planning of the Cheese & Wine Festival that will occur on October 9th and 10th, 2021.

BACKGROUND

The Riverbank Cheese and Wine Festival has been held in Riverbank for the past 43 years. The Festival was administered by the Riverbank Chamber of Commerce for many years until it was sold to the Riverbank Rotary Club. The Rotary Club administered the Festival for 8 years and in 2014 made the decision that they were unable to continue the event. The City then purchased the event from the Rotary Club for \$15,000.

The City Parks and Recreation Department contracted with Chris Ricci Presents, Inc. for six years for the coordination of the festival.

This year the City will contract with Simply Devine Events, LLC and establish a new performance agreement for services, by Resolution for the 2021 year, as attached in **Exhibit A**.

STRATEGIC PLAN

This item is relevant to the City Strategic Plan by ***Enhancing the Quality of Life through Recreation and Community Events.***

FINANCIAL IMPACT

The performance agreement engages Simply Devine Events, LLC to provide the event coordination services and establishes that the costs for those services is \$20,000 and 15% of net revenue over the budgeted profit.

This year, a clause is added to the performance agreement that includes a cancellation fee of 15% if cancelled prior to June, 2021, 40% by September, 2021 and 75% if cancelled within 15 days of the event.

Over the past six years, the festival has been financially successful and has not required funding from the General Fund. The goal of the department is for this festival to be self-sustaining.

ATTACHMENT

1. Resolution
2. Exhibit A: Performance Agreement
3. Exhibit B: Scope of Services

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE EXECUTION OF A PERFORMANCE AGREEMENT WITH SIMPLY DEVINE EVENTS, LLC FOR THE PLANNING, ORGANIZING AND IMPLEMENTATION OF THE CHEESE AND WINE FESTIVAL

WHEREAS, the Cheese and Wine Festival ("Festival") has been a tradition in the City of Riverbank ("City") for many years, the City of Riverbank purchased the Festival rights in 2014, establishing it as a safe and enjoyable event; and

WHEREAS, in November, 2019 a Request for Proposal was released for the coordination of the 2020 Cheese & Wine Festival; and

WHEREAS, on January 28, 2020, the City Council directed City staff to accept the proposal submitted by SS Consulting, now doing business as Simply Devine Events, LLC; and

WHEREAS, in March, 2020 the Cheese and Wine Festival was cancelled due to the COVID-19 pandemic; and

WHEREAS, on February 23, 2021 the City Council directed staff to plan for the 2021 Cheese & Wine Festival that will occur on October 9th and 10th, 2021; and

WHEREAS, the Performance Agreement engages Simply Devine Events, LLC, to provide event coordination services and establishes that the costs for those services is \$20,000, plus 15% of Net Revenue above the budgeted profit, to be paid in three installments; and

WHEREAS, the first installment of \$6,667 is due June 1, 2020, the second installment of \$6,667 installment is due on September 1, 2021, and the final installment is due in 30 days after the event or before December 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the Performance Agreement between Simply Devine Events, LLC and the City of Riverbank, attached hereto as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of April, 2021; motioned by Councilmember_____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A – Performance Agreement and Exhibit B Scope of Services

Exhibit A PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 27th day of April, 2021 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Simply Devine Events, LLC (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

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

- A.** City owns and operates the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).
- B.** On January 28, 2020, the Riverbank City Council (“City Council”) accepted the proposal submitted by SS Consulting for the operation of the Cheese & Wine Festival for 2020. SS Consulting has since changed their business name to Simply Devine Events, LLC.
- C.** On February 11, 2020, the City Council authorized the City Manager to enter into the agreement. In March, 2020 the event was cancelled due to COVID- 19.
- D.** Consultant, Simply Devine Events, LLC desires to perform the scope of services included in its proposal for the 2021 Cheese & Wine Festival on the terms and conditions set forth below.

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

AGREEMENT

Section 1. Description of Work.

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

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this

Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

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

b. City agrees that the Services require a Modification;

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

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

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00) and 15% of net revenue above budgeted profit. City shall pay Consultant in accordance with the following payment schedule:

a. Six Thousand Six hundred and sixty seven Dollars (\$6,667.00) due on June 1, 2021

b. Six Thousand Six hundred and sixty seven Dollars (\$6,667.00) due on September 1, 2021.

c. Six Thousand Dollars Six hundred and sixty six Dollars (\$6,666) due 30 days after event or before December 1, 2021

d. In addition to the payment schedule, the City of Riverbank will pay Simply Devine Events, LLC a commission payment based on 15% of net earnings above budgeted profit. Gross earning above budgeted profit means total customer revenues exceeding agreed upon budgeted revenue. Commission payment is due 30 days after the event or before December 1, 2021.

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

Pandemic Cancellation:

If the event is cancelled due to the Pandemic, payment shall be made as follows:

- a. 15% if cancelled before June, 2021
- b. 40% if cancelled by September, 2021
- c. 75% if cancelled within 15 days of the event.

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

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

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

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

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

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

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

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

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

Such insurance shall also:

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

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

c. Contain standard separation of insured provisions.

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

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

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the

performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

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

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

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

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

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

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

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement ("Breach"). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the

Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

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

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

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

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

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

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days

after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

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

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

If to Consultant: Simply Devine Events, LLC
839 Spring Creek Dr.
Ripon, Ca. 95366
Attention: Tamra Spade, Consultant

Section 19. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by

entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

CITY:

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

By: _____

Sean Scully, City Manager

Date Signed: _____

Attest:

By: _____

Annabelle Aguilar, City Clerk

Approved as to Form:

By: _____

Tom Hallinan, City Attorney

Consultant:

Simply Devine Events, LLC

By: _____

Sharon Silva, Consultant

Tamra Spade, Consultant

Date Signed: _____

Exhibit B
Scope of Services
2021 Riverbank Cheese & Wine Festival

Simply Devine Events, LLC (Consultant) shall perform the work set forth as follows:

- Ø Plan, Coordinate and implement all aspects of the 44th Riverbank Cheese & Wine Festival
- Ø Use various forms of publicity including but not limited to social media, banners, news articles and radio announcements to increase awareness of the Festival in a timely manner
- Ø Recruit, communicate effectively with and handle set up and take down of all vendors
- Ø Seek Sponsorships and donations to increase sources of revenue for the event. This includes Beer Sponsors, Wine and cheese donations.
- Ø Arrange for all rental equipment such as golf carts, generators, barricades, portable restrooms, fencing party rentals and all other equipment necessary for a successful event
- Ø Arrange for all deliveries, set up, clean up and take down of all equipment.
- Ø Set up all professional services, sub-contracts and labor necessary to implement the Festival. This includes but is not limited to a security company, electrician, sound/stages, Entertainment, DJ Services
- Ø Arrange for and monitor ticket sales for the Wine Tasting component of the Festival.
- Ø Order Wine Glasses, recruit wineries and schedule volunteers or labor needed to produce a well- organized, well supervised and successful wine and cheese tasting experience for attendees.
- Ø Provide an opportunity for community involvement for our schools and non-profit organizations to participate in the Festival and where possible generate funds for their organizations.
- Ø Be sure all ABC license requirements are met and monitored in all areas of the event.
- Ø Work with City staff and obtain support and technical assistance as needed. Hold monthly meetings to update the Parks and Recreation Director and staff of Festival planning, challenges encountered and financial status both of revenue and expenses.
- Ø Meet with Fire Department, Police Chief, and Security Personnel to review security requirements and Emergency Action Plan.
- Ø Work closely with the City Parks Supervisor and Public Works Supervisor for street closure information, notifications, fire lanes, instructions and placement of fencing, concrete barriers and post Festival clean up.

- Ø Create a map of the Festival Boundary and present an update to the City Council on event planning status in a few months prior to the Festival.
- Ø Communicate with businesses and residents well in advance and throughout the planning stages of the Festival and during the Festival.
- Ø Hold at minimum two meetings with the downtown businesses to listen to their concerns regarding the Festival.

The City of Riverbank will provide the following Services:

- Ø Assistance retaining current sponsorships
- Ø Information learned from operating the Festival for the past 6 years
- Ø Street Closure prior to event, and street clean up and re-opening
- Ø Assistance with maps, fire clearances, permits as needed
- Ø Mailing lists
- Ø Administrator rights to the Cheese & Wine Website and Facebook
- Ø Tent Donations from Gilton and in-kind services that they provide to the City
- Ø Part time staff as needed for custodial at the Antigua Rental venue to be reimbursed at an agreed upon rate.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.6

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	A Resolution Authorizing the Mayor to Execute an Agreement with Simply Devine Events, LLC for the Lease of the City's Public Property Associated with the Riverbank Cheese and Wine Festival
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

Adopt the Resolution to authorize the Mayor to execute a lease agreement with Simply Devine Events, LLC (formerly doing business as SS Consulting) for the area associated with the Cheese and Wine Festival that will be held October 9th and October 10, 2021.

SUMMARY

The City of Riverbank ("City") plans to hold the 44th annual Cheese and Wine Festival ("Festival") on October 9th and 10th, 2021. The City has entered into an agreement with Simply Devine Events, LLC to provide event coordination for the Festival. In furtherance of the agreement with Simple Devine Events, LLC, City staff proposes that the City enter into a lease agreement with Simply Devine Events, LLC to temporarily lease the property upon which the Festival will be held on October 9, 2021 and October 10, 2021.

BACKGROUND

The City has organized the Festival for a number of years and has previously worked with Chris Ricci Presents to coordinate and manage the Festival. The Festival continues to grow in size and popularity. This year, the City will be contracting with Simply Devine Events, LLC formerly SS Consulting. The increased interest requires that Simply Devine Events, LLC and the City have more flexibility in managing the area and streets where the Festival will be held. The lease agreement does not charge rent to Simply Devine Events, LLC for the two-day lease but instead provides the City and Simply Devine Events, LLC with safeguards in the form of insurance requirements and other provisions for providing a Festival that serves the residents of the City and the greater community at large who may wish to attend the Festival. This will ensure that the Festival continues to

be a successful and enjoyable activity that brings City residents and visitors from near and far to City events.

FINANCIAL IMPACT

There is no direct cost to the City in entering into the lease agreement. The City Council has or will adopt a proposed resolution to enter into a separate agreement with Simply Devine Events, LLC for event coordination services.

ATTACHMENT

1. Resolution
2. Lease Agreement

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
SIMPLY DEVINE EVENTS, LLC FOR THE LEASE OF THE CITY'S PUBLIC
PROPERTY ASSOCIATED WITH THE RIVERBANK CHEESE AND WINE FESTIVAL**

WHEREAS, the City has previously entered into a contract with SS Consulting to provide event coordination for the 2020 annual Cheese and Wine Festival; and

WHEREAS, on April 27, 2021, the Riverbank City Council approved an agreement with Simply Devine Events, LLC, formerly doing business as SS Consulting, to Coordinate the 2021 Cheese & Wine Festival; and

WHEREAS, in furtherance of the partnership between the City of Riverbank and Simply Devine Events, LLC, the City desires to temporarily lease City-controlled property to Simply Devine Events, LLC for the Cheese and Wine Festival time period of October 9, 2021 through October 10, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the Mayor of the City to execute an agreement, hereto as **Exhibit A**, with Simply Devine Events, LLC to lease the property upon which the Cheese and Wine Festival for the time period of October 9, 2021, through October 10, 2021.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of April, 2021; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Exhibit A - Copy of Lease Agreement with Simply Devine Events, LLC

TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT (the "Lease") is made and entered into on this 27th day of April 2021, by the City of Riverbank, a California municipal corporation (the "City"), and Simply Devine Events, LLC. City and Lessee shall be referred to herein individually as "Party" and collectively as the "Parties". There are no other parties to this Lease.

RECITALS

A. City desires to lease to Lessee certain real property, including any and all improvements, in the City of Riverbank, County of Stanislaus, State of California that will be used in conjunction with the services Lessee has agreed to provide for the Riverbank Cheese and Wine Festival, the scope of which is described in the Performance Agreement the City and Lessee entered into on April 27, 2020 and is attached hereto as **Exhibit A** (the "Property"); and

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

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

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

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

AGREEMENT

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

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

Section 3. Term of Lease. The term of this Lease shall be for a period of two (2) days ("Term") commencing at 6:00 a.m. October 9, 2021 and expiring 11:59 p.m. October 10, 2021 ("Expiration Date"). Either Party may terminate this Lease prior to the Expiration Date by providing the other Party written notice of the intent to terminate at least thirty (30) calendar days in advance of any early termination date.

Section 4. Condition of the Property. Lessee acknowledges and agrees that the Property is to be leased to Lessee in an "as is" condition with all faults. City does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, its

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

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

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

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

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

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

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

Such insurance shall also:

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

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

C. Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

If to Lessee: Simply Devine Events, LLC
839 Spring Creek Dr.
Ripon, Ca. 95366

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

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

Section 20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

By: _____
Richard O'Brien, Mayor

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

LESSEE:

Simply Devine Events, LLC

By: _____
Tamra Spade, Consultant

Date: _____

Exhibit A
PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 27th day of April, 2021 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Simply Devine Events, LLC (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

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

- A. City owns and operates the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).
- B. On January 28, 2020, the Riverbank City Council (“City Council”) accepted the proposal submitted by SS Consulting for the operation of the Cheese & Wine Festival for 2020. SS Consulting has since changed their business name to Simply Devine Events, LLC.
- C. On February 11, 2020, the City Council authorized the City Manager to enter into the agreement. In March, 2020 the event was cancelled due to COVID- 19.
- D. Consultant, Simply Devine Events, LLC desires to perform the scope of services included in its proposal for the 2021 Cheese & Wine Festival on the terms and conditions set forth below.

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

AGREEMENT

Section 1. Description of Work.

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

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this

Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

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

b. City agrees that the Services require a Modification;

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

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

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00) and 15% of net revenue above budgeted profit. City shall pay Consultant in accordance with the following payment schedule:

a. Six Thousand Six hundred and sixty seven Dollars (\$6,667.00) due on June 1, 2021

b. Six Thousand Six hundred and sixty seven Dollars (\$6,667.00) due on September 1, 2021.

c. Six Thousand Dollars Six hundred and sixty six Dollars (\$6,666) due 30 days after event or before December 1, 2021

d. In addition to the payment schedule, the City of Riverbank will pay Simply Devine Events, LLC a commission payment based on 15% of net earnings above budgeted profit. Gross earning above budgeted profit means total customer revenues exceeding agreed upon budgeted revenue. Commission payment is due 30 days after the event or before December 1, 2021.

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

Pandemic Cancellation:

If the event is cancelled due to the Pandemic, payment shall be made as follows:

- a. 15% if cancelled before June, 2021
- b. 40% if cancelled by September, 2021
- c. 75% if cancelled within 15 days of the event.

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

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

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

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

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

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

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

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

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

Such insurance shall also:

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

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

c. Contain standard separation of insured provisions.

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

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

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the

performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

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

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

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

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

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

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

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement ("Breach"). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the

Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

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

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

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

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

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

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days

after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

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

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

If to Consultant: Simply Devine Events, LLC
839 Spring Creek Dr.
Ripon, Ca. 95366
Attention: Tamra Spade, Consultant

Section 19. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by

entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

CITY:

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

By: _____

Sean Scully, City Manager

Date Signed: _____

Attest:

By: _____

Annabelle Aguilar, City Clerk

Approved as to Form:

By: _____

Tom Hallinan, City Attorney

Consultant:

Simply Devine Events, LLC

By: _____

Sharon Silva, Consultant

Tamra Spade, Consultant

Date Signed: _____

Exhibit B
Scope of Services
2021 Riverbank Cheese & Wine Festival

Simply Devine Events, LLC (Consultant) shall perform the work set forth as follows:

- Ø Plan, Coordinate and implement all aspects of the 44th Riverbank Cheese & Wine Festival
- Ø Use various forms of publicity including but not limited to social media, banners, news articles and radio announcements to increase awareness of the Festival in a timely manner
- Ø Recruit, communicate effectively with and handle set up and take down of all vendors
- Ø Seek Sponsorships and donations to increase sources of revenue for the event. This includes Beer Sponsors, Wine and cheese donations.
- Ø Arrange for all rental equipment such as golf carts, generators, barricades, portable restrooms, fencing party rentals and all other equipment necessary for a successful event
- Ø Arrange for all deliveries, set up, clean up and take down of all equipment.
- Ø Set up all professional services, sub-contracts and labor necessary to implement the Festival. This includes but is not limited to a security company, electrician, sound/stages, Entertainment, DJ Services
- Ø Arrange for and monitor ticket sales for the Wine Tasting component of the Festival.
- Ø Order Wine Glasses, recruit wineries and schedule volunteers or labor needed to produce a well- organized, well supervised and successful wine and cheese tasting experience for attendees.
- Ø Provide an opportunity for community involvement for our schools and non-profit organizations to participate in the Festival and where possible generate funds for their organizations.
- Ø Be sure all ABC license requirements are met and monitored in all areas of the event.
- Ø Work with City staff and obtain support and technical assistance as needed. Hold monthly meetings to update the Parks and Recreation Director and staff of Festival planning, challenges encountered and financial status both of revenue and expenses.
- Ø Meet with Fire Department, Police Chief, and Security Personnel to review security requirements and Emergency Action Plan.
- Ø Work closely with the City Parks Supervisor and Public Works Supervisor for street closure information, notifications, fire lanes, instructions and placement of fencing, concrete barriers and post Festival clean up.

- Ø Create a map of the Festival Boundary and present an update to the City Council on event planning status in a few months prior to the Festival.
- Ø Communicate with businesses and residents well in advance and throughout the planning stages of the Festival and during the Festival.
- Ø Hold at minimum two meetings with the downtown businesses to listen to their concerns regarding the Festival.

The City of Riverbank will provide the following Services:

- Ø Assistance retaining current sponsorships
- Ø Information learned from operating the Festival for the past 6 years
- Ø Street Closure prior to event, and street clean up and re-opening
- Ø Assistance with maps, fire clearances, permits as needed
- Ø Mailing lists
- Ø Administrator rights to the Cheese & Wine Website and Facebook
- Ø Tent Donations from Gilton and in-kind services that they provide to the City
- Ø Part time staff as needed for custodial at the Antigua Rental venue to be reimbursed at an agreed upon rate.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.7

SECTION 8: CONSENT CALENDAR

Meeting Date:	April 27, 2021
Subject:	A Resolution Authorizing the Extension of the Abandoned Vehicle Abatement (AVA) Program
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council approve a resolution as a formal request to extend the AVA program fee in our region through April 30, 2032.

BACKGROUND

Abandoned vehicles on public and private property create a nuisance and a threat to public safety. Young children perish every year after accidentally locking themselves in a hot, abandoned vehicle. They take up parking spaces on our city streets, turning neighbor against neighbor. They drip dangerous fluids that are ingested by pets or get washed into our storm drains and eventually the river.

On October 2, 1991, pursuant to the provisions of California Vehicle Code Section 22710, StanCOG was established as the Abandoned Vehicle Abatement Service Authorities (AVASA) for Stanislaus County for the purpose of administering the Abandoned Vehicle Abatement (AVA) Program funds. California Vehicle Code Section 9250.7 provides funding for vehicle abatement to counties with an established AVASA, through a one dollar (\$1) additional registration fee on most vehicles. The AVA program has successfully reduced the number of abandoned vehicles within Stanislaus County, including Riverbank. The Stanislaus County AVASA Program has received an annual average of \$476,070 per year and has facilitated approximately 1,591 abatements per year. Riverbank staff opened 115 Vehicle Abatement cases in 2020. Of these cases, six (6) vehicles had to be towed but the City was able to obtain voluntary compliance in 109 of the cases.

STRATEGIC PLAN

While the abatement of abandoned vehicles is not a specific goal of our strategic plan, public safety is a top priority for the City Council and "Improve Public Safety" is an important goal. Strategies to implement this goal include the following:

2.1 – Ensure adequate funding for appropriate levels of staffing for public safety personnel.

2.5 – Maintain safe, well-lit streets and roads.

In addition, under the “Improve Historic Downtown” goal can be found the following strategies:

3.2 – Support efforts that promote beautification of the physical environment.

3.2.a – Support the efforts of Code Enforcement.

FINANCIAL IMPACT

In fiscal year 2019-2020, Riverbank generated \$30,800 through the AVA program for vehicle abatement.

ATTACHMENTS

1. City Council Resolution 2021-xxx

**CITY OF RIVERBANK
RESOLUTION NO. 2021-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE EXTENSION OF THE ABANDONED
VEHICLE ABATEMENT PROGRAM FEE UNTIL APRIL 30, 2032**

WHEREAS, the Stanislaus County Abandoned Vehicle Abatement (AVA) Service Authority was formed in 1991; and

WHEREAS, the AVA program is funded by a \$1 service fee; and

WHEREAS, the AVA program has contributed substantially to our local quality of life by removing thousands of junked or abandoned vehicles from the territory of the nine cities and the County; and

WHEREAS, the AVA program fee is set to expire on April 30, 2022; and

WHEREAS, per California Vehicle Code Section 9250.7, the AVA program fee may be extended in increments of up to 10 years each if the Board of Supervisors of the County, by a two-thirds votes, and a majority of the cities having a majority of the incorporated population within the County adopt resolutions providing for the extension of the fee; and

WHEREAS, it is desirable to the City of Riverbank to have the AVA program fee continue.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby supports and authorizes the extension of the AVA program fee until April 30, 2032.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of April, 2021; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 9.1

SECTION 9: UNFINISHED BUSINESS

Meeting Date:	April 27, 2021
Subject:	Second Reading by Title Only and Adoption of Proposed Ordinance No. 2021-001 of the City Council of the City of Riverbank, California, Approving a Development Agreement Amendment By And Between The City Of Riverbank and E & J Distributors LLC. (Currently Doing Business As Canna+Rise To Add A Second Cannabis Business A California Limited Liability Corporation Doing Business As Terminal Infusion
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that Council adopt an Ordinance (Attachment 1) approving a development agreement amendment by and between the City of Riverbank and E&J Distributors LLC, a California limited liability company doing business as Canna+Rise and Terminal Infusion.

SUMMARY

E&J Distributors LLC ("The Applicant") has a Development Agreement (Attachment 2) and Conditional Use Permit to operate Canna+Rise, a cannabis distribution facility located at 5729 Terminal Avenue. The Applicant proposes to add a second suite with a second business, Terminal Infusion to the current Canna+Rise location. The request is to approve an amendment to add Terminal Infusion to the Canna+Rise development agreement, modify the public benefit section, and extend the term of the document to accommodate both businesses.

The Planning Commission at their regular meeting of March 16, 2021 with a vote of 5-0, recommended that the City Council approve Development Agreement Amendment 06-2020 with Resolution 2021-006 (Attachment 3). They also approved with a vote of 5-0, Conditional Use Permit 03-2020 with Resolution 2021-007 (Attachment 4) to condition Suite 2, the Terminal Infusion location. On April 13, 2021 the Council, with a vote of 5-0, approved the first reading of this ordinance after considering the materials, proposed amendments to the development agreement and taking public comment.

BACKGROUND

Starting in 1996, citizens of the State of California approved Proposition 215, the Compassionate Use Act (“CUA”). The CUA was approved to allow Californians with a serious illness to legally possess, use, and cultivate cannabis for medical use under state law. In addition, in 2003, the legislature of California adopted Senate Bill 420 which entitled the Medical Cannabis program. This program authorized qualified patients and their primary caregivers to cultivate and use cannabis for medical purposes without being subject to criminal prosecution under the state penal code.

On October 9, 2015 Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). This Act established a statewide regulatory and licensing structure for the cultivation, processing, transporting, testing, and distribution of medical cannabis to qualified patients and their primary caregivers. On November 8, 2016, the citizens of California approved Proposition 64 (Adult Use of Cannabis). In accordance with Proposition 64 recreational use of cannabis is now legal throughout the state, but reserved the right to police commercial cannabis activity to each local jurisdiction.

Lastly, on August 8, 2017 and August 22, 2017, the Riverbank City Council adopted Ordinance No. 2017-007, which provides a regulatory structure for commercial cannabis activities in the City of Riverbank ONLY in the General Commercial (C-2), Commercial – Industrial (CM), Cannery District, Highway Boulevard (HB), Downtown General (DG), Downtown Core (DC), **Light industrial (M-1)**, and Research and Development (R&D) zoning districts. In addition, this ordinance bans all commercial cannabis activities within 600 feet from a school, commercial day care facility, or youth center. As a part of the regulatory structure established by Ordinance No. 2017-007, an applicant seeking to establish a commercial cannabis business must apply for a Development Agreement and a Conditional Use Permit. These entitlements lock-in fees for the applicant, set performance standards with the city, and establish a timeline.

The project area is located along Terminal Avenue, at City Limit and north of county industrial parcels, east of the BNSF railroad tracks, south of industrial businesses and nonconforming residences, and west of a residential subdivision and ranchettes. The project site is a 6,000 square foot building, located on an approximately one (1) acre parcel. The building has an existing covered concrete pad behind a fence on which the Applicant proposes to locate Suite 2, two (2) specially constructed, reinforced steel shipping containers. Canna+Rise currently uses several shipping containers within their building for secure storage.

The project site has an existing general plan land use designation of Industrial/ Business Park (I/BP) and is zoned Light Industrial (M-1). Pursuant to Riverbank Municipal Code Chapter §120, the zoning is appropriate for a proposed cannabis infusion use (Type-N License). A Type-N license allows the infusion of cannabis extract into edibles and liquids using a machine similar to a soda fountain. It would not allow Terminal Infusion to conduct extraction from bulk cannabis flower.

ANALYSIS

E&J Distributors LLC is proposing to establish a cannabis infusion business to be located in new a Suite 2 at 5729 Terminal Avenue. The proposed project site is zoned Light Industrial (M-1), and therefore is in conformance with Ordinance No. 2017-007, listed above. The proposed project site is not within 600 feet of any school, commercial day care facility, or youth center and has been operating as a cannabis distribution facility since mid-2019.

Canna+Rise:

The Applicant currently operates Canna+Rise in an existing 6,000 square foot building on an approximately one (1) acre site at 5729 Terminal Avenue. Business is conducted from 8am – 4pm, seven days a week. There is no storefront, no signage, and the public is not permitted on site. The business features a fenced shipping and receiving area, security office, manager and employee offices, and several storage areas, including a mezzanine. According to Chief Ridenour, there have been no neighbor complaints at all at this location – no loitering, no noise, no odor, no parking complaints.

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

Development Agreement 01-2019 – Pursuant to Riverbank Ordinance No. 2017-007 (Riverbank Municipal Code Section §120), the Applicant negotiated with the Riverbank City Council to obtain a Development Agreement for Canna+Rise that includes a three (3) year term and a monthly public benefit payment made quarterly.

Conditional Use Permit 02-2019 – Also pursuant to Riverbank Ordinance No. 2017-007, the Applicant requested and was approved for a Conditional Use Permit to allow for cannabis distribution (wholesale to wholesale) for Canna+Rise.

Terminal Infusion:

E&J seeks an amendment (Attachment 1) to their development agreement with the City for the purpose of operating a cannabis infusion facility with a Type-N License in proposed Suite 2. A Type-N License through the State of California is for “manufacturers that produce edible products or topical products using infusion processes, or other types of cannabis products other than extracts or concentrates, but that do not conduct extractions. A Type-N licensee may also package and label cannabis products on the licensed premises.”

Terminal Infusion proposes to operate the cannabis infusion facility at that certain real property located at 5729 Terminal Avenue, proposed Suite 2 in the City of Riverbank,

Assessor's Parcel Number 075-020-016. E&J has an agreement to lease the property and the property owner is aware of and agrees to the project operating on the site. To accommodate the addition of Terminal Infusion, the applicant would like to extend the term of the existing Development Agreement for three (3) years to 2024.

The applicant currently processes bulk cannabis and distributes packaged cannabis products from their Canna+Rise business in Suite 1 at the site. There are no storefront sales permitted at this location. The Terminal Infusion materials will arrive and products will leave at the rear (railroad tracks side) of the facility in secure sprinter vans as is the current practice with Canna+Rise. The public driving by will only see employee vehicles in the parking lot of an existing industrial building that is without business signage. Approval of this project will create three (3) new jobs. The applicant is currently in negotiations with the landlord to increase parking on-site. If negotiations are not successful, additional parking can be provided for employees within the security fence and behind the building.

Development Agreement 06-2020 - Pursuant to Riverbank Ordinance No. 2017-007 (Riverbank Municipal Code Section §120), the Applicant is negotiating with the Riverbank City Council to obtain a Development Agreement amendment (to DA 01-2019) for Terminal Infusion that includes a three (3) year term and a monthly public benefit payment made quarterly. At the first reading of the ordinance, staff had provided DA 01-2019. Attachment 2 is the updated Development Agreement with changes provided in red that reflect the amended terms approved during the first reading (term, public benefit amount, approved license type and business name).

The proposed amendment to the existing development agreement is summarized below:

- The term of the agreement is three (3) years and applies to both Canna+Rise (Suite 1) and Terminal Infusion (Suite 2). The term within Canna+Rise's previous DA is no longer relevant and the amendment will begin a new 3 year term for both Canna+Rise and terminal infusion with amended/new specifics within the development agreement.
- Terminal Infusion proposes the operation of a cannabis infusion facility (no extraction on site) for drinks and edibles.
- The project would provide E&J Distributors, LLC with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. E&J Distributors, 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.
- E&J Distributors, LLC will pay to the City a Public Benefit of:
 - o Distribution of Third-Party Products - \$8,000 or two and a half percent (2.5%) of gross receipts (per month to be paid quarterly from operations every quarter), whichever is greater, due within 30 days from the end of the quarter;
 - o Distribution of Terminal Infusion Products – No Public Benefit Fee; and

- o Manufacturing (infusion) - \$7,000 or three percent (3%) of gross receipts from operations, whichever is greater, (per month to be paid quarterly from operations every quarter), due within 30 days from the end of the quarter.

As shown above, there is no payment required for the distribution of products manufactured by Terminal Infusion. To do so would, in effect, cause the business to pay twice on the same product. The negotiated public benefit amounts are reflective of market adjustments to cannabis tax at a statewide level as well as recent similar public benefit negotiations for other similar cannabis uses within Riverbank (distribution and manufacturing operations).

In accordance with Government Code section 65864 *et seq*, the City Council must find that the Development Agreement amendment:

- v 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.*
- v 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 is in place for Canna+Rise, which will ensure that Terminal Infusion's activities will not be detrimental to the health, safety, and general welfare of residents within the neighborhood and within the City. Security is provided 24 hours per day and seven days per week. Similar to "Ring", security personnel are able to keep the site locked and use their cameras and speakers to address any people outside the building after hours. Additionally, all transfers of products to and from the sprinter vans will occur within secured areas inside the building and under the supervision of guards.*
- v Will not adversely affect the orderly development of property or the preservation of property values. *Since Terminal Infusion is creating a suite within existing building space in an existing neighborhood of industrial structures, the project is not anticipated to adversely affect the orderly development of the property or the preservation of property values.*

- v 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.*

- v Contains a legal description of the property. *The Canna+Rise Development Agreement contains Exhibit A, a legal description of the property.*

Conditional Use Permit 03-2020 – A Conditional Use Permit must be obtained pursuant to the Development Agreement. Resolution No. 2021-007 contains conditions with which the Terminal Infusion site (Exhibit A to Attachment 4) must comply. Besides compliance with all regulations and code requirements of both the City and the State, conditions include the hours of construction for proposed Suite 2, exterior lighting conditions, and a hold harmless section. No advertising signage is requested by the applicants or expected by the City.

STRATEGIC GOALS

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

PLANNING COMMISSION

On March 16, 2021, the Planning Commission held a duly noticed public hearing by Zoom to consider the proposed Project. Five (5) Planning Commissioners and one (1) Alternate Commissioner were present at this meeting, including Chair Stewart, Commissioner Link, Commissioner Fenrich, Commissioner Basso, and Alternate Commissioner Reuben. The Planning Commission with a vote of 5-0, recommended that the City Council approve Development Agreement Amendment 06-2020. They also approved with a vote of 5-0, Conditional Use Permit 03-2020 to condition Suite 2, the Terminal Infusion location.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

The project would provide E&J Distributors, LLC with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. E&J Distributors, 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. The previous agreement currently in place for the current distribution only business remits approximately \$15,000 monthly (as a base minimum) or 5% of gross receipts whatever is greater. The updated agreement reduces the minimum and percentage payment on distribution but adds in a separate manufacturing minimum (or percentage whichever is greater). The net difference is neutral between the two uses but the potential upside for manufacturing revenues is much greater than the current distribution only business. Based on projections from the operator relating the manufacturing revenues, it is anticipated the City could receive more than twice the current public benefit fees from the distribution only business. If the operation is more highly successful the business has the potential to generate public benefit payments excess of \$300,000-\$500,000 (dependent largely on manufacturing volume) per year. At base minimum public benefit payments the business would generate approximately \$180,000 per year.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three (3) years. The completion of development agreements for cannabis activities is a specific objective. It is consistent with the established General Plan goal to Achieve and Maintain Financial Stability and Sustainability as part of the City’s Vision “To be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment.”

PUBLIC NOTICE

On March 31, 2021, pursuant to Government Code sections 65867, 65090, and 65091, the City mailed notice of the hearing to properties within 300 feet of the project location. On March 31, 2021, 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

The Planning Commission recommended approval of the Development Agreement amendment based upon the following findings:

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

ATTACHMENTS

1. Proposed Ordinance 2021-XXX to adopt the Development Agreement Amendment
2. Development Agreement 01-2019 (Canna+Rise, Exhibits A-G excluded)
3. Planning Commission Resolution 2021-006 (DA recommendation)
4. Planning Commission Resolution 2021-007 (CUP approval)
Exhibit A – Site Map and Floor Plan

CITY OF RIVERBANK

ORDINANCE NO. 2021-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT AMENDMENT BY
AND BETWEEN THE CITY OF RIVERBANK AND E & J DISTRIBUTORS LLC.
(CURRENTLY DOING BUSINESS AS CANNA+RISE TO ADD A SECOND
CANNABIS BUSINESS A CALIFORNIA LIMITED LIABILITY CORPORATION DOING
BUSINESS AS TERMINAL INFUSION**

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

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

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

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

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

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

WHEREAS, E & J Distributors LLC., a California limited liability corporation doing business as Terminal Infusion (“Terminal Infusion”) submitted an application to the City for consideration of a development agreement amendment to operate a cannabis infusion facility (the “Project”); and

WHEREAS, Terminal Infusion 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, Terminal Infusion has a lease agreement to occupy that certain real property located at 5729 Terminal Avenue proposed Suite 2 in the City of Riverbank, Assessor’s Parcel Number 075-020-016 on which Terminal Infusion intends to develop the Project; and

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

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

WHEREAS, the Planning Commission held a duly noticed public hearing on March 16, 2021, to consider the Development Agreement amendment and by a vote of 5-0 recommended approval of the Development Agreement Amendment 06-2020 to the Council, and voted 5-0 to approve the Conditional Use Permit 03-2020, 5729 Terminal Avenue, Suite 2 (APN: 075-020-016); and

WHEREAS, on April 13, 2021, and on _____ the City Council held a duly noticed public hearings to consider the this ordinance for the Development Agreement amendment; and

WHEREAS, the existing Canna+Rise Development Agreement adopted by Ordinance 2019-005, effective 06/28/2019, was approved with a five-year term ending 06/28/2024; and

WHEREAS, the amendments to the existing development agreement is summarized as follows:

- The term of the agreement is for three (3) years and applies to both Canna+Rise (Suite 1) and Terminal Infusion (Suite 2). The term within Canna+Rise's previous DA is no longer relevant and the amendment will begin a new 3-year term for both Canna+Rise and terminal infusion with amended/new specifics within the development agreement.
- Terminal Infusion proposes the operation of a cannabis infusion facility (no extraction on site) for soft drinks and edibles.
- Terminal Infusion will pay to the City a Public Benefit of:
 - Distribution of Third-Party Products - \$8,000 or two and a half percent (2.5%) of gross receipts (per month to be paid quarterly from operations every quarter), whichever is greater, due within 30 days from the end of the quarter;
 - Distribution of Terminal Infusion Products – No Public Benefit Fee; and
 - Manufacturing (infusion) - \$7,000 or three percent (3%) of gross receipts from operations, whichever is higher, (per month to be paid quarterly from operations every quarter), whichever is greater, due within 30 days from the end of the quarter.

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 amendment by and between E & J Distributors LLC., a California limited liability corporation doing business as Terminal Infusion, and the City of Riverbank for the development of the Project, and will be executed by the Mayor upon any 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 amendment was published in the Riverbank News, a newspaper of general circulation on March 31, 2021, and a notice of the public hearing on the proposed Development Agreement amendment were mailed on March 31, 2021, to all interested parties and property owners within 300 feet of the property, according to the most recent Assessor's roll.

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

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause

or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 6: This Ordinance shall become effective thirty (30) days from and after its final passage (____), 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 by title only and introduced at a regular meeting of the City Council of the City of Riverbank on 04/13/2021. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the ____ day of, ____ 2021; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

**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 day of May, 2021, by and between the **CITY OF RIVERBANK**, a California municipal corporation ("City") and **E & J DISTRIBUTORS LLC.**, a California limited liability company doing business as **CANNA+RISE and TERMINAL INFUSION** ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

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

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

- L. On November 20, 2017, the Riverbank Planning Commission ("Planning Commission") adopted Resolution No. 2017-025 recommending the Riverbank City Council ("City Council") adopt an ordinance establishing zoning limitations and requirements for all cannabis businesses.
- M. On December 12, 2017, the City Council adopted Ordinance No. 2017-007 to revise Riverbank Municipal Code 120 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- N. Government Code section 65867.5 and the City Development Agreement Resolution requires the Planning Commission hold a public hearing to review an application for a development agreement.
- O. On March 16, 2021, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.
- P. On March 16, 2021, the Planning Commission recommended the City Council adopt Ordinance No. 2021-XXX, which would allow Developer to operate the Project at the Site.
- Q. On April 13, 2021, 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. 2021-XXX.
- R. This Agreement is entered into pursuant to the Development Agreement Statute and the City Development Agreement Resolution.
- S. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- T. The Parties intend through this Agreement to allow Developer to develop and operate the Project in accordance with the terms of this Agreement.
- U. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with Riverbank Municipal Code for the approval of this Agreement.

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

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

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.7. Term. The “Term” of this Agreement is 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, (c) Conditional Use Permit, and (d) Subsequent City Approvals.

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

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

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Ten Thousand Dollars (\$10,000) 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 11	Distributor
<u>Type-N</u>	<u>Infusion (No extraction)</u>

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

Site. Developer shall also, within thirty (30) calendar days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

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

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

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

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

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Riverbank Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Riverbank Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

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

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

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

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

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

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

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

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

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

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all

permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

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

ARTICLE 4 PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

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

Section 4.2. Public Benefit.

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

- a. Distribution of Third-Party Products - \$8,000 or two and a half percent (2.5%) of gross receipts (per month to be paid quarterly from operations every quarter), whichever is greater, due within 30 days from the end of the quarter; and
- b. Distribution of Terminal Infusion Products – No Public Benefit Fee; and
- c. Manufacturing (infusion) - \$7,000 or three percent (3%) of gross receipts from operations, whichever is greater, (per month to be paid quarterly from operations every quarter), due within 30 days from the end of the quarter.

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

(c) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing

the true and correct amount of Gross Receipts from Operations of the Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

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

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

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

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

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

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and the Project shall be subject to any and all taxes, assessments, or similar charges or fees

of general applicability enacted by the federal government, state government, or County of Stanislaus, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event the Public Benefit Amount is invalidated for any reason, Developer shall be subject to any applicable tax on commercial cannabis businesses from the start date of such invalidation through the remaining Term of this Agreement.

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

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

ARTICLE 6 INSURANCE AND INDEMNITY

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

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

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

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

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement,

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

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

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

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

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

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in

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

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

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

Section 8.3. Estoppel Certificates.

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

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

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

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

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

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

ARTICLE 9 TERMINATION

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

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

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the

rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

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

ARTICLE 10 OTHER GENERAL PROVISIONS

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

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

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall

be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Riverbank
6707 3rd Street
Riverbank, California 95367
Attention: City Manager

and

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

If to Developer:

E & J Distributors LLC
4236 Geer Road
Hughson, CA 95326
Attention: Julian Farhoud

If to Developer:

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

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

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

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this

Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

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

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

Section 10.11. Standard Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

(l) Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

Date: May , 2021

CITY OF RIVERBANK, CA
a California Municipal Corporation

By: _____
Richard D. O'Brien
Mayor

Attest:

By: _____
Annabelle Aguilar
City Clerk

Approved to as Form

By: _____
Tom Hallinan
City Attorney

“DEVELOPER”

Date: May , 2021

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

By: _____

Its: _____

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 _____ 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 _____ 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

5729 Terminal Ave., Riverbank

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

APN: 075-020-016

PROPOSED

Site Plan



Exhibit C

Lease Agreement

PROPOSED

Exhibit D

Notice of Non-Performance Penalty

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK & E & J DISTRIBUTORS LLC.
DBA CANNA+RISE AND TERMINAL INFUSION

DATE: _____, 20__

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

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

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

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 20__, City recorded a development agreement between the City and E & J Distributors LLC. DBA Canna+Rise and Terminal Infusion (“Developer”), dated _____, 20__ (the “Development Agreement”), relating to the development and operation of cannabis distribution and infusion facilities.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit per month to be paid quarterly from operations every quarter, due within 30 days from the end of the quarter during the term of the Development Agreement.
- C. On _____, 20__, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts (“Penalty”). As of _____, 20__, the past due amount equals \$_____. The Penalty owed by Developer equals \$_____ (“Penalty Amount”).
- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice (“Penalty Due Date”).
- F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then in addition to the Penalty Amount

specified in subdivision (E), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (F). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20____, the Penalty Interest Payment amount equals \$_____.

- G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

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

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit E

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING (“Agreement”) is made and entered into on this ____ day of _____ 20__, (“Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”) and E & J Distributors LLC. DBA Canna+Rise and Terminal Infusion (“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 cannabis distribution and infusion businesses 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 two (2) Conditional Use Permits (“Land Use Entitlements”) prior to initiating the Project.

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

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

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

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

AGREEMENT

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

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

Section 2. Applicant’s Indemnification Obligations.

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

Applicant’s obligations under this Agreement to indemnify City shall apply to any claim, lawsuit

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

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

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

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

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

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

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all

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

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

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK & E & J DISTRIBUTORS LLC.
DBA CANNA+RISE AND TERMINAL INFUSION
Page 39 of 48

Attn: City Manager
sscully@riverbank.org

and

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

If to Applicant:

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

and

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

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

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

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

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement, and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

Section 14. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. The Parties will act in good faith to carry out the intent of this Agreement._

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

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

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

Section 18. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

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

[SIGNATURE PAGE TO FOLLOW]

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

APPLICANT

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

By: _____

Name: _____

Its: _____

Date: _____

CITY

City of Riverbank, a California municipal
corporation

By: _____
Sean Scully, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, Deputy City Attorney

Exhibit F

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

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

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20__

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

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

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

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 20__, City recorded a development agreement between the City and E & J Distributors LLC., DBA Canna+Rise and Terminal Infusion (“Developer”), dated _____, 20__ (the “Development Agreement”), relating to the development and operation of cannabis distribution and infusion facilities.

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK & E & J DISTRIBUTORS LLC.
DBA CANNA+RISE AND TERMINAL INFUSION

- 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 ____ (month), 20__, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit G

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

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

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

RECITALS

A. On _____, 20__, Assignor and the City of Riverbank (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Riverbank, a California municipal corporation and E & J Distributors LLC., DBA Canna+Rise and Terminal Infusion relating to the improvement, development, and use of real property to operate cannabis distribution and infusion facilities (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Number 075-020-016 (the "Property").

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

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

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

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

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

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

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

[Signatures on the following page]

ASSIGNOR / DEVELOPER:

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

Its: _____

ASSIGNEE

_____, a
California _____

By: _____

AGREED TO AND ACCEPTED:

CITY OF RIVERBANK
a California municipal corporation

City Manager

**CITY OF RIVERBANK
RESOLUTION NO. 2021-006**

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

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

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

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

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

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

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

WHEREAS, E & J Distributors LLC., a California limited liability company doing business as Terminal Infusion (collectively "Terminal Infusion") submitted an application to the City for consideration of a development agreement amendment to operate a cannabis infusion facility, Type N License (the "Project"); and

WHEREAS, Terminal Infusion 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, Terminal Infusion has a lease agreement to occupy that certain real property located at 5729 Terminal Avenue Suite 2 in the City of Riverbank, Assessor's Parcel Number 075-020-016 on which Terminal Infusion intends to develop the Project; and

WHEREAS, City and Terminal Infusion seek a development agreement amendment 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 March 16, 2021, to consider the Development Agreement amendment and make recommendations to the City Council; and

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

WHEREAS, the Planning Commission finds that an ordinance approving the Development Agreement amendment 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. 2021-XXX, APPROVING THE DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE CITY OF RIVERBANK AND E&J DISTRIBUTORS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY DOING BUSINESS AS TERMINAL INFUSION, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 16th day of March, 2021; motioned by Commissioner

Dinan, seconded by Commissioner Basso, and upon roll call was carried by the following Planning Commission vote of 5-0:

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

NAYS: None

ABSENT: None

ABSTAIN: None

Attest:


Donna M. Kenney
Secretary to the Planning Commission

Approved:


Joan Stewart
Planning Commission Chair

Exhibit A – Ordinance No. 2021-XXX

**City of Riverbank
Planning Commission
Resolution No. 2021-007**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK
APPROVING THE REQUEST OF E & J DISTRIBUTORS LLC., FOR A
CONDITIONAL USE PERMIT TO OPERATE A CANNABIS INFUSION FACILITY
WITHIN THE LIGHT INDUSTRIAL (M-1) ZONING DISTRICT LOCATED AT
5729 TERMINAL AVENUE, SUITE 2, APN: 075-020-016**

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

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

WHEREAS, the applicant is requesting to operate a cannabis infusion facility (Type N License) within the Light Industrial (M-1) zoning district; and

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

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

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

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

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

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

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

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

- 9) 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.
- 10) All new construction, including tenant improvements, requires building permits in accordance with all applicable building and fire codes.
- 11) 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.
- 12) This approval may be recalled to the Planning Commission for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission may revoke the approval or add/modify conditions approval.
- 13) All new exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Standards and shall compliment the site and building architecture.
- 14) The Project and Project applicant shall strictly comply with all administrative guidelines promulgated by the City for the operation of a cannabis infusion facility, specifically including any administrative guidelines later adopted by the City, or as may be changed from time to time.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission that the requested Conditional Use Permit is approved subject to those conditions established by Resolution No. 2021-007 and attached Exhibit A - Site Plan.

Passed and adopted by the Planning Commission of the City of Riverbank at a regular meeting held on the 16th of March, 2021, motioned by Commissioner Fenrich, seconded by Commissioner Dinan, and upon roll call was carried by the following vote 5 - 0:

Riverbank Planning Commission
Resolution No. 2021-007
Meeting of March 16, 2021
Page 3 of 4

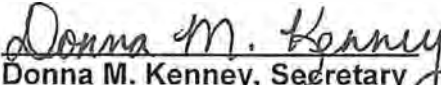
AYES: Commissioners: Dinan, Basso, Fenrich, Link and Stewart

NOES: None

ABSENT: None

ABSTAIN: None

Attest:


Donna M. Kenney, Secretary
Planning and Building Manager

Approved:

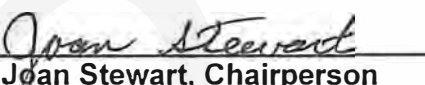

Joan Stewart, Chairperson
Planning Commission

Exhibit A – Site Plan

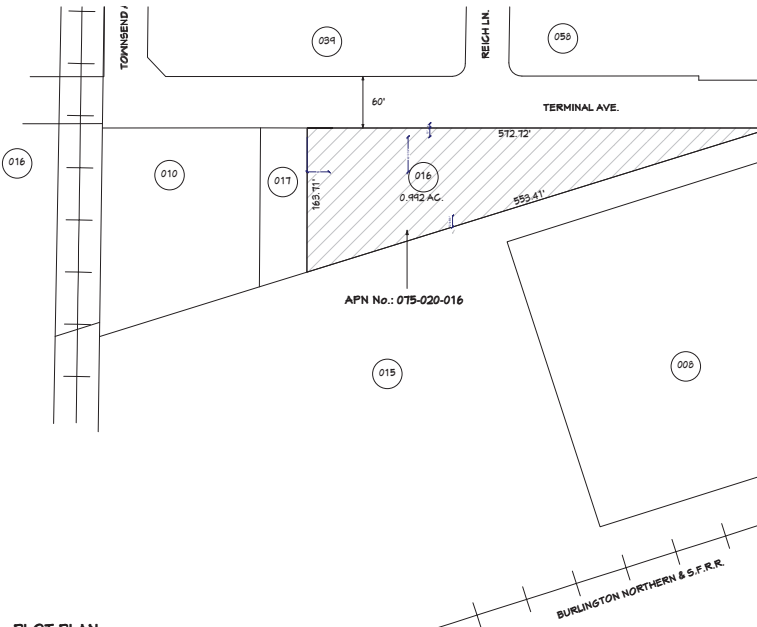
PROPOSED DISTRIBUTION CENTER FOR:
E&J DISTRIBUTORS, LLC.
5729 TERMINAL AVE., RIVERBANK, CA. 95367



VICINITY MAP



GOOGLE EARTH AERIAL
N.T.S.



PLOT PLAN

1" = 100'

PROJECT CODE DATA:

SCOPE OF WORK: INSTALL 2 SHIPPING CONTAINERS UNDER AN EXISTING ROOF ONLY METAL BUILDING STRUCTURE. NO CHANGE IN FLOOR AREA.

1. ASSESSOR'S PARCEL NUMBER: N/A
2. PROJECT ADDRESS: 5729 TERMINAL AVE., RIVERBANK, CA 95367
3. UNIT/SUITE #: N/A
4. PROJECT JURISDICTION: CITY OF RIVERBANK
5. TYPE OF CONSTRUCTION: I/A
6. OCCUPANCY: F-1 (20_ CIBC SECTION 308.2)
7. FIRE SPRINKLERS: NO EXISTING TO BE MODIFIED
8. CONTAINER MODULE: 40'x6' 20'x2'
9. NUMBER OF CONTAINERS: 2
10. FOUNDATION: REINFORCED CONCRETE PIERS @ ALL 4 CORNERS
11. BUILDING AREA: 480 SF
12. OCCUPANT LOAD: ___ OCCUPANTS (20_ CIBC TABLE 1008.2.1)
13. EXITS REQUIRED / PROVIDED: ___ (20_ CIBC TABLE 1008.3.1)

LANDLORD NOTES:

1. ALL EXISTING ITEMS TO REMAIN ARE SUBJECT TO LANDLORD'S APPROVAL. ITEMS TO REMAIN ARE TO BE IN LIKE NEW CONDITION. LANDLORD MAY REQUIRE REPAIR OR REPLACEMENT AT TENANT'S EXPENSE.
2. FIELD VERIFICATION IS REQUIRED BY TENANT PRIOR TO CONSTRUCTION. IT IS THE TENANT'S RESPONSIBILITY TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SPACE.
3. TENANT'S CONTRACTOR MUST REPAIR ANY/ALL LANDLORD PROPERTY DAMAGE DURING TI WORK AND COMPLETE LANDLORDS PUNCHLIST AS DIRECTED BY LANDLORDS REPRESENTATIVE.
4. PATCH / REPAIR AND RE-PAINT BOTH NEUTRAL PIER AND BULGEHEAD AT CLOSE OF CONSTRUCTION TO LIKE NEW CONDITION. COORDINATE PAINT SPEC WITH MALL MANAGER.
5. SEPARATE SIGN DRAWINGS TO BE SUBMITTED.

PROJECT TEAM:

BUILDING OWNER:

—

BUILDING TENANT:

E & J DISTRIBUTORS, LLC.

5729 TERMINAL AVE. PH. (209) 228-0251

ARCHITECT/ENGINEER:

—

DESIGN / BUILDER:

CELADON DEVELOPMENT & CONSTRUCTION SERVICES (118884), DON DEGRAFF

1570 E F ST., A300, OAKDALE, CA 95361, PH. (209) 240-3150

FIRE- FABRICATED STRUCTURE:

FALCON STRUCTURES,

7111 ALBERT ROAD, MANOR, TX 78653, PH. (512) 704-0111

FIRE PREVENTION NOTES:

1. PROVIDE APPROVED STREET ADDRESS/ROUTE NUMBERS TO BE POSITIONED TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET. NUMBERS SHALL BE A MIN. OF 6" HIGH WITH A 3/4" STROKE AND SHALL CONTRAST WITH THEIR BACKGROUND.
2. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED SO THAT THE MAXIMUM TRAVEL DISTANCE TO ONE DOES NOT EXCEED 10 FEET. FIRE EXTINGUISHERS SHALL BE PLACED INSIDE RECESSED FIRE EXTINGUISHER CABINETS AND MULTI-DIRECTIONAL SIGNS ARE TO BE POSTED AT A HEIGHT OF 4'-6" ABOVE THEIR LOCATION.
3. FOR ALL PROJECTS REQUIRING A PERMITS, FIRE PREVENTION A MINIMUM OF (3) SETS OF SHOP DRAWINGS AND MATERIAL DATA SHEETS SHALL BE SUBMITTED TO THE FIRE PREVENTION DEPARTMENT FOR APPROVAL.
4. AT THE TIME OF FINAL INSPECTION THE PROPERTY OWNER/OPERATOR SHALL PROVIDE THE FIRE DEPARTMENT WITH ACCESS KEYS FOR INSTALLATION INTO THE BUILDING (KNOX BOX PER CFC 509). IF THE BUILDING IS NOT EQUIPPED WITH A KNOX BOX, PLEASE CONTACT THE FIRE DEPARTMENT.
5. COMBUSTIBLE DEBRIS SHALL NOT BE ACCUMULATED WITHIN BUILDINGS. COMBUSTIBLE DEBRIS, RUBBISH AND MISCELLANEOUS MATERIAL SHALL BE REMOVED FROM BUILDINGS AT THE END OF EACH SHIFT (KNOX BOX PER CFC 440.4.3).
6. CONTACT THE FIRE AUTHORITY AT LEAST 72 HOURS PRIOR TO DESIRED INSPECTION TO SCHEDULE AN APPOINTMENT TO AVOID A RE-INSPECTION FEE. PROVIDE 24 HOURS NOTICE IF THE SCHEDULED INSPECTION NEEDS TO BE CANCELLED.

FIRE SPRINKLER NOTES (WHEN REQUIRED):

AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM IS TO BE INSTALLED ON THIS PROJECT. THE SYSTEM SHALL COMPLY WITH NFPA FANPHLET #13 AND UBC CHAPTER 6.

1. FIRE SPRINKLER SYSTEM PLANS AND SPECIFICATIONS WILL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR APPROVAL PRIOR TO STARTING WORK ON THE PROJECT. SYSTEM DESIGN AND INSTALLATION SHALL BE IN ACCORDANCE WITH NFPA FANPHLET #13 AND FIRE PREVENTION DEPARTMENT REQUIREMENTS.
2. THE CONTRACTOR SHALL COORDINATE THE POINT OF CONNECTION WITH THE CIVIL DRAWINGS.
3. ALL VALVES CONTROLLING SPRINKLER SYSTEM WATER SUPPLY AND FLOW SHALL BE ELECTRICALLY MONITORED AND THE SIGNAL SHALL BE AUTOMATICALLY TRANSMITTED TO A UL LISTED STATION (WHEN NUMBER OF SPRINKLER HEADS EXCEEDS 20) IFC 905.3.4.
4. PROVIDE AN INTERIOR BELL ACTIVATED BY FIRE SPRINKLER WATER FLOW AND A MANUAL PULL STATION IN A NORMALLY OCCUPIED AREA.
5. A KNOX BRAND NEW SHOWN SHALL BE INSTALLED ON THE PREMISES TO FACILITATE EMERGENCY ACCESS TO THE BUILDING.
6. HVAC SMOKE DETECTORS (WHEN REQUIRED) SHALL BE TESTED IN THE PRESENCE OF THE FIRE DEPARTMENT.
7. ALL METAL SURFACES SHALL BE PAINTED TO MATCH ADJACENT WALLS.
8. GARAGE ESCUTCHEONS SHALL BE PROVIDED AT INTERIOR.
9. NO SPRINKLER HEADS SHALL APPEAR IN INTERIOR SPOFFS.
10. LOCATIONS OF FIRE EXTINGUISHERS (PER FIRE PREVENTION NOTES) TO BE APPROVED BY THE FIRE PROTECTION DEPARTMENT.
11. WHERE REQUIRED, A UL FIRE ALARM CERTIFICATE SHALL BE OBTAINED AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE ALARM SYSTEM.

DEFERRED APPROVALS (WHEN REQUIRED):

THE FOLLOWING ITEM SHALL BE CLASSIFIED AS A DEFERRED SUBMITTAL:

- FIRE SPRINKLER SYSTEM MODIFICATIONS
- (RE)ELEVATOR COMPLIANCE & CERTIFICATIONS (BY LANDLORD)

DEFERRED SUBMITTAL NOTES:

1. DEFERRED ITEMS SHALL BE SUBMITTED TO THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING WITHOUT ANY CORRECTIONS.
2. THE DEFERRED SUBMITTAL ITEM SHALL NOT BE INSTALLED UNTIL THE BUILDING OFFICIAL HAS APPROVED THEIR DESIGN AND SUBMITTAL DOCUMENTS.

GENERAL NOTES:

ALL CONSTRUCTION SHALL CONFORM TO CURRENT STATE AND LOCAL CODES:

- 2014 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1 TITLE 24 C.C.R.
- 2014 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
- 2014 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
- 2014 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
- 2014 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
- 2014 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R.
- 2014 CALIFORNIA FIRE CODE, PART 7, TITLE 24 C.C.R.
- 2014 CALIFORNIA GREEN BUILDING CODE (CAL GREEN), PART 11, TITLE 24 C.C.R.
- 2014 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. TITLE 14 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
- CURRENT EDITION OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES AND THE CURRENT DEPARTMENT OF JUSTICE REGULATIONS

1. CONTRACTOR SHALL VERIFY EXACT CONDITIONS AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES. IN THE EVENT OF OMISSION OF NECESSARY DIMENSIONS, CONTRACTOR SHALL NOTIFY THE ARCHITECT.
3. ALL FRAMING DIMENSIONS ON PLAN, UNLESS NOTED OTHERWISE, ARE TO THE FACE OF STUD FRAMING AND TO THE FACE OF THE EXTERIOR EDGE OF THE BUILDING SLAB.
4. ADEQUATELY PROTECT ALL PERSONNEL AND THE PUBLIC FROM HARM AND ACCIDENTS DURING WORK OF THIS PROJECT, BY THE ERECTION OF PROPER BARRICADES, SIGNS AND LIGHTING AS MAY BE NECESSARY.
5. ADEQUATELY PROTECT FROM DAMAGE TO EXISTING BUILDINGS AND SURFACES ADJACENT TO WORK OF THIS PROJECT.
6. NO ENCLOSURE, SHIELD, OR PROTECTIVE COVERING SHALL INTERFERE WITH USE OF FIRE LANES OR PUBLIC EGRESS AT ANY TIME.
7. ALL RUBBISH AND DEBRIS SHALL BE HAULED AWAY FROM THE SITE PROMPTLY AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
8. EXCESSIVELY NOISY OR DISRUPTIVE FUNCTIONS SHALL BE PERFORMED AT THE TIME OF MINIMUM INTERRUPTION TO NORMAL BUSINESS OPERATION.
9. CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE OR RUBBISH CAUSED BY HIS EMPLOYEES OR WORK, OR THE EMPLOYEES OR WORK OF THE SUBCONTRACTOR AND AT THE COMPLETION OF THE WORK SHALL REMOVE ALL DEBRIS FROM AND ABOUT THE PROJECT AREA AND SHALL LEAVE THE AREA IN A "BROOM CLEAN" MANNER.
10. NO MATERIAL OR EQUIPMENT SHALL BE LEFT ON THE PROJECT SITE OVERNIGHT UNSECURED.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING CONCRETE PAVES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., WHICH MAY BE DAMAGED BY WORK OF THIS PROJECT.
12. CHANGES IN THE APPROVED PLANS AND SPECIFICATIONS SHALL BE MADE BY CHANGE ORDER SIGNED BY THE OWNER AND ARCHITECT.
13. TESTS OF MATERIALS SHALL BE CONDUCTED BY A TESTING LAB SELECTED BY THE OWNER WITH THE APPROVAL OF THE ARCHITECT. THE OWNER SHALL PAY THE COSTS OF ALL TESTS.
14. VERIFY SIZE, LOCATION, AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT TO BE FURNISHED BY OWNER OR OTHERS WITH MANUFACTURER OR SUPPLIER BEFORE ANY CONSTRUCTION PERTAINING TO SAME IS BEGUN.
15. COORDINATE ROUGHING AND STUD WALL FRAMING LOCATIONS TO PROVIDE CLEARANCE FROM THE CENTERLINE OF EACH WATER CLOSET BOWLE TO THE ADJACENT SIDE WALL FINISH SURFACE AND A MINIMUM OF 6" FROM THE CENTERLINE OF WALL MOUNTED SINK TO THE ADJACENT SIDE WALL FINISH SURFACES, UNLESS NOTED OTHERWISE.
16. INSTALL BLOCKING BEHIND, BUT NOT LIMITED TO, CURBICLE CURTAIN TRACKS, T.V. BRACKETS, HANDRAILS, CORNER GUARDS, TOILET ACCESSORIES, GRAB BARS, OVERHEAD CABINETRY, WRITING CONTAINERS, MILLWORK KNEE BRACES, SHELVING, AND ALL MISCELLANEOUS INTERIOR WALL HUNG EQUIPMENT BLOCKING FOR HANDRAILS, GRAB BARS AND VANITIES SHALL BE ADEQUATE TO SUPPORT A MINIMUM OF 250 LBS OF BOTH VERTICAL AND I OR HORIZONTAL LOADING FOR A MINIMUM OF 15 MINUTES.
17. ERRORS AND OMISSIONS IN ROOM FINISH SCHEDULE AND DOOR SCHEDULE DO NOT RELIEVE THE CONTRACTOR FROM WORK SHOWN ON DRAWINGS OR DESCRIBED IN THE SPECIFICATIONS.
18. THESE PLANS AND RELATED DOCUMENTS MUST BE AVAILABLE AT THE JOB SITE DURING ANY INSPECTION ACTIVITY.
19. STREET ADDRESS AND NUMBER SHALL BE POSTED PRIOR TO THE FIRST INSPECTION AND INSTALLED PER ADOPTED FIRE PROTECTION DEPARTMENT STANDARDS.
20. DISABLED ACCESSIBLE PARKING SIGNAGE SHALL BE PROVIDED AT ALL ENTRANCES TO THE PARKING LOT, AT ALL ACCESSIBLE PARKING STALLS, AT ALL PRIMARY ENTRANCES TO THE BUILDING SITE, AT ACCESSIBLE FITTING ROOMS, AND AT ACCESSIBLE RESTROOMS.
21. THE PATH OF TRAVEL FROM THE ACCESSIBLE PARKING TO THE ENTRANCE AND TO THE RESTROOMS SHALL CONFORM TO A.D.A. AND TITLE 24 ACCESS STANDARDS, INCLUDING DOOR HARDWARE, THRESHOLDS, KICK PLATES, AND SIGNAGE.
22. THIS PERMIT DOES NOT AFFRME ANY EXTERIOR SIGNAGE. A SEPARATE PERMIT IS REQUIRED FOR ALL SIGNS.

SHEET INDEX:

- G-1 GENERAL INFO
- G-1 FLOOR PLAN, PRE-FAB CONTAINERS
- A-2 EXTERIOR ELEVATIONS
- A-3 MODULAR CONTAINER

CELADON
Development & Constr. Services
RELATIONSHIPS • INTEGRITY • EXCELLENCE
1570 E F Street, A300, Oakdale, CA. 95361
Direct: 209-840-3150
Email: dd.celadon@gmail.com

PROJECT:

E&J DISTRIBUTORS, LLC.

5729 TERMINAL AVE., RIVERBANK, CA. 95367

MANUFACTURING (TYPE N)

CONSULTANT(S):

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

PROJECT DEVELOPMENT

DATE	ISSUED FOR
02-03-21	CONCEPT REVIEW #2

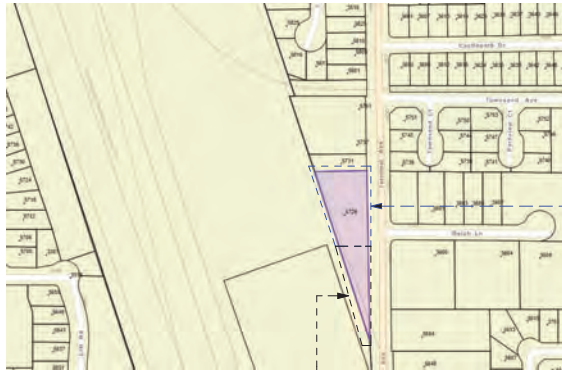
REVISIONS

NO.	DATE	DESCRIPTION
1	.	.

SHEET DESCRIPTION

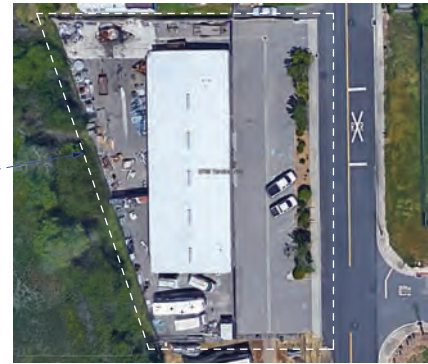
GENERAL INFO

DESIGNER:	DON DEGRAFF	SHEET NO.
PROJECT NO:		G-1
PRINT DATE:	2/3/2021	
SCALE:	SEE DRAWING	

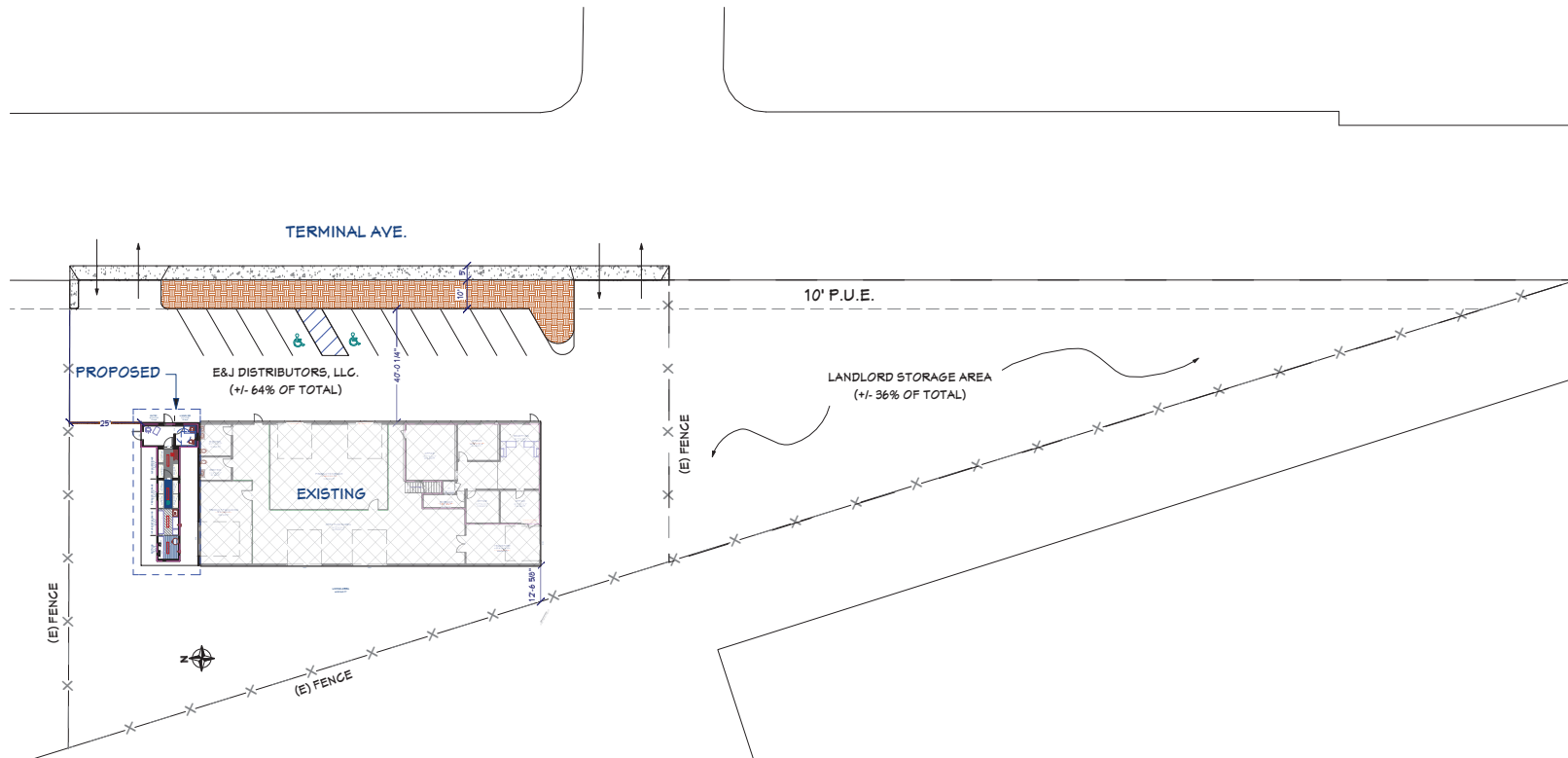


VICINITY MAP
N.T.S.

LANDLORD STORAGE AREA
(NOT IN SCOPE OF WORK)



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



Site Plan
1 in = 30 ft

PROJECT:
E&J DISTRIBUTORS, LLC.
5729 TERMINAL AVE., RIVERBANK, CA. 95367
MANUFACTURING (TYPE N)

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PROJECT DEVELOPMENT

DATE	ISSUED FOR
02-03-21	CONCEPT REVIEW #2

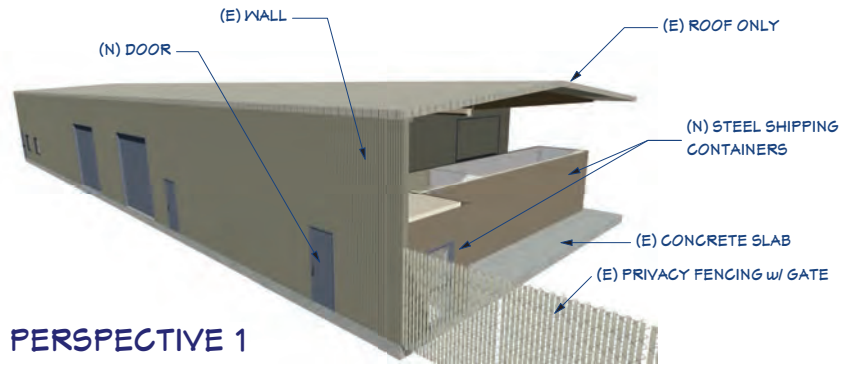
REVISIONS

NO.	DATE	DESCRIPTION
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SHEET DESCRIPTION

Site Plan

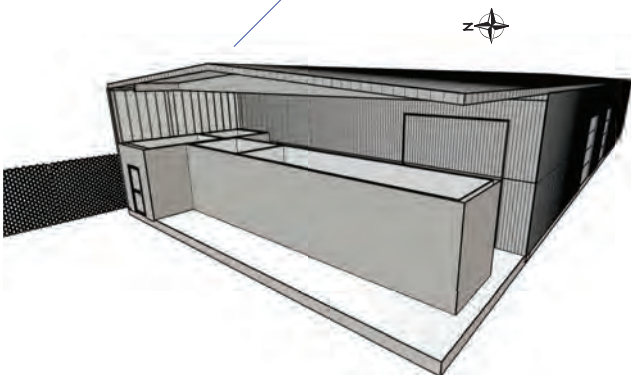
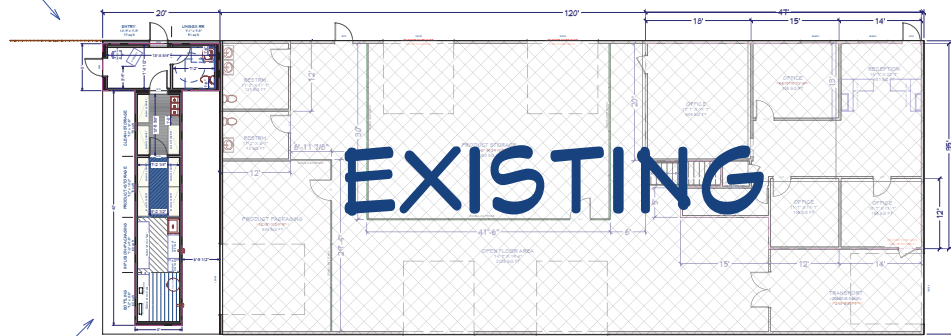
DESIGNER: DON DEGRAFF	SHEET NO. C-1
PROJECT NO:	
PRINT DATE: 2/3/2021	
SCALE: SEE DRAWING	



PERSPECTIVE 1



PERSPECTIVE 2



PERSPECTIVE 3

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

CONSULTANT(s):

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PROJECT DEVELOPMENT	
DATE	ISSUED FOR

REVISIONS		
NO.	DATE	DESCRIPTION
1		

SHEET DESCRIPTION
Exterior Elevations

DESIGNER: DON DEGRAFF	SHEET NO. A-2
PROJECT NO:	
PRINT DATE: 2/3/2021	
SCALE: SEE DRAWING	

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on March 15th 2019 is between:

The **Lessor** is 2 individual(s) known as Robert Barnett and Sherry Barnett with a mailing address of 2812 Esta Ave, Modesto, California, 95355, hereinafter referred to as the "Lessor".

AND

The **Lessee** is a business entity known as E&J Distributors, LLC dba Canna-Rise Distribution with a mailing address of the Property's Address, hereinafter referred to as the "Lessee".

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 6000 square feet (SF) of warehouse space located at 5729 Terminal Ave, Riverbank, California, 95367.

Additional Description: Lease includes 6,000 square ft. building and immediate surrounding fenced yard only.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Storage, Repackaging and Distribution Of Legal Food And Medical Products As Allowed By Conditional Use Permit Issued By City Of Riverbank, California .

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on April 1st 2019 and expire at Midnight on March 31st 2022 ("Initial Term").

This Lease Agreement shall become effective and is conditioned upon the State Of California, Bureau of Cannabis Control permit approval, and the City of Riverbank conditional use permit and business license approval, of E & J Distributors, LLC, to engage in a commercial cannabis business.

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

PAYMENT SCHEDULE

Start Date: April 1st 2019 End Date: June 30th 2019 Payment: \$3,600.00 per month

Start Date: July 1st 2019 End Date: March 31st 2022 Payment: \$5,400.00 per month

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$50.00 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$100.00 daily until the rent is fully satisfied, including any late payment fees, if the rent is not paid after the 1st day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on April 1st 2022 and end on March 31st 2025 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Modified Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

COMMON AREA MAINTENANCE (CAM's) - The Lessee shall be responsible for all costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises.

REAL ESTATE TAXES - Lessor shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term.

INSURANCE - The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit in the amount of \$5,600.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a

separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$5,600.00 returned within 30 days.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: 3- Desks

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 8 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 14 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing, then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any

person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises exclusive of any such equipment or part thereof which may exclusively serve the Leased Premises, in which case the Lessee shall be responsible for such maintenance. Lessee shall reimburse the Lessor, as Additional Rent, for Lessee's Percentage of the amount by which the cost of such maintenance and inspection.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith". Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of California. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent

defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement shall immediately forfeit any Security Deposit that was placed at the commencement of this Lease.

In addition, the Lessor will begin eviction proceedings in accordance with local laws followed by seeking damages along with any accrued attorney's fees.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of California.

NOTICES. Notices shall be addressed to the following:

Lessor

Robert Barnett and Sherry Barnett
2812 Esta Ave, Modesto, California, 95355

Lessee

E&J Distributors, LLC dba Canna-Rise Distribution
5729 Terminal Ave, Riverbank, California, 95367

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by Julian Farhoud, and Jeff Pappas referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

PERSONAL GUARANTEE BY THIRD (3RD) PARTY. This Lease Agreement shall be personally guaranteed by Jeff Pappas referred to as the "3rd Party Guarantor", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations. The 3rd Party Guarantor agrees that the Lessor is not first required to enforce against the Lessee, or any other Guarantor, the liability, obligation, or duty guaranteed by this Lease Agreement before seeking enforcement thereof against the 3rd Party Guarantor. A lawsuit may be brought and maintained against the 3rd Party Guarantor by the Lessor to enforce any liability, obligation or duty guaranteed by this Lease Agreement without the necessity of joining the Lessee or any other individual in the lawsuit. It is expressly agreed and understood that the 3rd Party Guarantor unconditionally guarantees the performance under this Lease Agreement.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Sign

Date

3/13/19

Robert Barnett

See CA Attachment
#2186892

☒ Acknowledgement
☐ Jurat

Signature

Date

3-13-19

Sherry Barnett

SEE ATTACHED SHEET
FOR NOTARY PUBLIC
DATE: 3/13/19

LESSEE SIGNATURE

Signature

Date

3/13/19

Julian Farhoud, Pres / CEO

See CA Attachment
#2186892

☒ Acknowledgement
☐ Jurat

GUARANTOR SIGNATURE

Date

3/13/19

Jeff Pappas

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: April 27, 2021

Subject: A **Resolution** Authorizing Use of the Bond Opportunities for Land Development (“BOLD”) Program and Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings, and Levy Special Taxes Within the Territory of the City of Riverbank Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended; and Authorizing Related Actions

From: Sean Scully, City Manager

Submitted by: Marisela H. Garcia, Assistant City Manager/Administrative Services Director

RECOMMENDATION

It is recommended that the City Council receive information regarding the California Municipal Finance Authority (“CMFA”) Bond Opportunities for Land Development (“BOLD”) and consider adopting a Resolution Authorizing the City of Riverbank’s participation in the BOLD Program.

SUMMARY

At the request of a developer of land within the City, staff has been provided information regarding a program referred to as the “BOLD Program” for financing infrastructure for new development within the City through a program offered by the California Municipal Finance Authority.

BACKGROUND

Background on CMFA. CMFA is a State-wide joint powers authority (“JPA”) whose members are numerous cities, counties and other public entities throughout California. The CMFA has the authority to issue bonds to meet its mission of supporting economic development, job creation and social programs throughout the State of California, while giving back to California communities. By supporting member communities and their local charities with a portion of the revenue generated through the issuance of tax-exempt bonds for public, private and non-profit entities, the CMFA is able to directly contribute to building strong communities to support the health and welfare of

the residents of California. The City previously joined, and is currently a member of, CMFA.

Background on the BOLD Program. CMFA recognizes that new residential development often challenges the mission of municipalities to provide infrastructure and schools, since new development triggers the need to construct, acquire, or otherwise provide additional public facilities to accommodate that growth. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds the CMFA issues as an alternative to issuance of land-secured bonds directly by a public entity. The BOLD Program is designed to help local government municipalities, schools and land developers throughout the State work together to cost effectively finance public infrastructure projects and development fees.

Under the BOLD Program, bonds are issued by a community facilities district (“CFD”) formed by the CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) (the “Act”). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities.

Financing Team. The BOLD Program is handled by a team of bond industry professionals with significant experience in CFDs in the State. All have highly specialized expertise in CFD bond issuance and sales and are consistently ranked among the top firms in the field. In addition, if the City desires to use a municipal advisor of its own choosing to review the BOLD Program application and/or other program documents may do so, with all related costs payable from bond proceeds. Specifically, the BOLD Program utilizes Jones Hall for bond counsel, Goodwin Consulting for special tax consulting services, and Piper Sandler & Co. for underwriting services.

Benefits of BOLD Program to Local Governments. Although the CFD would be formed within the City’s jurisdiction, little involvement by the City is required. The City Council is only required to take a single action to approve participation in the BOLD Program and CMFA thereafter works with staff to ensure the program is meeting any goals the City sets. The CMFA and its consultant team will form and approve each CFD, the CMFA will issue bonds on behalf of the CFD and will utilize the services of a special tax consultant and administrator to create the special tax formula and administer, levy, collect the special taxes. By working directly with developers, the BOLD Program facilitates financing for infrastructure and fee obligations of developers, covering a broad range of development cost obligations necessary for new development imposed by municipalities, including both facilities and/or impact fees. Using the BOLD Program alleviates staff time constraints and allows staff to focus on other aspects of processing land development projects.

Determining Special Tax Rate. Formation of the CFD requires the establishment of the annual special tax rates. The formula for computing special tax rates will be included in the resolutions to be adopted as part of the CFD formation proceedings. Typically, the formula will include a basic, undeveloped land tax with an increase in rate and shifting of the tax to developed lands at building permit stage. The total amount of

taxes on developed land generally will not exceed 2% of its market value in its completed state, per industry standards.

Bond Issuance. Bonds are issued through the CMFA, with little involvement from local agencies needed for the issuance process. The City will need to approve the use of a CFD to acquire public facilities and the financing thereof, and enter into an acquisition or similar agreement to receive the bond proceeds, and to meet the general requirements to maintain the tax exemption of interest on the bonds. The CMFA adopts the resolutions needed to authorize and issue the special tax bonds and awards the sale to the bond underwriter.

Use of Bond Proceeds. Once the bond issuance occurs, bond proceeds are available to be disbursed. The proceeds are held by a bond trustee and are not directly paid to the developer but are available as directed by the developer and approved by the local agency, to be used to meet obligations to the City according to the structure and timing required for development approvals. Pursuant to an acquisition agreement or similar document, the City will determine and agree to its role in inspecting and accepting infrastructure and/or payment of financed impact fees.

Underwriting for Bond Issuance. The CFD may be formed early in the development process, with issuance of bonds at a later time or in multiple series. The following are the typical criteria for bond issuance.

- Minimum 4:1 value-to-debt ratio overlapping (assessed or appraised)
- No discretionary approvals required for build-out of the portion of the CFD directly relating to the bond security
- Entitlements received that are necessary for phase to be bonded
- Financing plan for backbone infrastructure complete or imminent and/or performance bond in place

Credit criteria will be reviewed by the underwriting team on a case-by-case basis to assure reasonable interest rates at the time of issuance. Additionally, similar credits can be pooled together into a single bond issue with pooling flexibility assuring the most cost-effective bond issuance for each project.

Administration of the Bonds and the CFD. Administration of all aspects of the BOLD Program is handled by the CMFA, without cost to or burden on the City. Federal regulations require annual disclosures to bond investors of information related to the bonds and the development project. BOLD Program administrators will handle this continuing disclosure reporting in consultation with developers.

Giving Back to Local Communities. The CMFA shares a portion of its issuance fees directly with its member communities. In addition, a grant from a portion of the issuance fee is made to the California Foundation for Stronger Communities (“CFSC”) to fund charities designated by the member communities. A portion of the annual fees received by the CMFA are in turn directed to charitable activities within California communities, particularly those of members and participating local government agencies.

This unique commitment to give back directly to the communities in which they operate sets CMFA apart from other JPA conduit issuers.

Information for Bond Marketing. Tax-exempt municipal bonds are sold through an offering document known as an Official Statement, which describes to potential purchasers of the bonds the terms, security and repayment of the bonds and details about the property securing the bonds. Since, prior to home sales, the land is owned by the developer entity(ies), relevant information for the Official Statement needs to describe the developer and the development plan. The financing team will work with the developer to provide the required information and approve the final language to be provided to prospective bond buyers.

Disclosure of Special Tax to Home Buyers. California law requires developers to disclose to home buyers the lien of any CFD special tax which will be present on the purchased property. The form of disclosure is simple and becomes part of the various sale documents presented to buyers for signature prior to a home sale.

Conclusion and Recommendation

The BOLD program is a cost-effective and relevant form of land secured financing, and the more cost effective a bond financing is, the greater overall public benefit there is, as more bond proceeds are available for the acquisition of public infrastructure, and the end property owner (homeowner) is able to take advantage of the benefit of long-term financing of certain elements of the home's cost. Utilization of the BOLD Program is a partial solution to the significant understaffing, deficiencies and inefficiencies the City may experience as it attempts to balance the workload of a multiplicity of large land development projects and other staffing obligations.

The development community has expressed a desire for the City to adopt and implement the BOLD Program and it is an offering of CMFA that the City, as a member of CMFA is entitled to utilize. It is recommended that the City hold a public hearing on the BOLD Program and adopt a resolution authorizing the BOLD Program within the City's boundaries.

STRATEGIC PLAN

This item supports the City of Riverbank Strategic Plan Goal to "Ensure Financial Stability" and "Promote Sustainable Land Use Planning".

FINANCIAL IMPACT

None. All of the costs and expenses related to the formation, issuance of bonds and ongoing administration for any CFD formed by the BOLD program is the responsibility of CMFA and there is no liability or fiscal impact on the local agency.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND
DEVELOPMENT (“BOLD”) PROGRAM AND AUTHORIZING THE CALIFORNIA
MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM
PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES
WITHIN THE TERRITORY OF THE CITY OF RIVERBANK PURSUANT TO THE
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND
AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority the members of which include numerous cities, counties and other local agencies in the State of California (the “State”), including the City of Riverbank (the “City”); and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the “BOLD Program”) to allow the financing of certain public facilities and/or certain development impact fees that finance public facilities (together, the “Improvements”) levied by local agencies in the State through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, the CMFA from time to time may be requested by owners of land within the City to utilize the BOLD Program for the financing of Improvements related to new development within the City which Improvements will be financed for acquisition by the City or to finance impact fees payable to the City in connection with new development; and

WHEREAS, the City of Riverbank desires to allow the owners of property within the City to participate in the BOLD Program (“Participating Developers”) and to allow the CMFA to conduct proceedings under the Act to form community facilities districts (“CFDs”) from time to time under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such special taxes under the Act to finance the Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, property owners within the City may in the future elect to be Participating Developers upon obtaining approval of the CMFA, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD, the levy or collection of special taxes for any

CFD or any required remedial action in the case of delinquencies in any special tax payments, or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of the BOLD Program and the bond financing of the Improvements from time to time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank as follows:

Section 1. The use of the BOLD Program in connection with the financing of Improvements is hereby authorized and approved. The appropriate officials and staff are hereby authorized and directed to allow BOLD Program participation to be available to property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development. Public services authorized by the Act may also be financed through a CFD created through the BOLD Program.

Section 2. The City hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. In connection with the issuance of bonds from time to time by the CMFA for the BOLD Program, a form of acquisition agreement, joint community facilities agreements or similar agreement will be required to be entered into, and the form of such agreement will be subject to approval by the City Manager or his or her designee. The City Council finds and declares that entrance into each such agreement will constitute a "joint community facilities agreement" for purposes of the Act and shall be beneficial to residents of the City. Any such agreement may include, directly or by reference, City standards, policies and procedures applicable to the financing of public facilities constructed by developers for acquisition by the City.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to allow and approve BOLD Program participation by requesting property owners that are required to install public improvements and/or the payment of fees in connection with new development in the City, including signing developer applications or other documents evidencing the official intent of the City to reimburse itself in connection with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the BOLD Program, and to advise such owners requesting participation in BOLD that the

City has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

Section 5. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the CMFA.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the _____ day of _____, 2021; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	April 27, 2021
Subject:	A Resolution Authorizing Fee Waive and Certain Insurance Requirements for the Downtown Farmers Market Events as Proposed by the Riverbank Downtown Bizco Group
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council consider the adoption of the proposed resolution with authorized fee waivers related to the permitting and insurance costs for a potential farmers market beginning in Mid-May and ending in September of 2021.

SUMMARY

The Downtown Bizco is an informal group of downtown businesses that formed back in 2019. The Downtown Bizco group includes many of the downtown businesses that are located within the core downtown area and exists to find ways to support downtown business and improve the business success for downtown businesses. Over the past couple of years, the Downtown Bizco group has helped give feedback to the City and advocate for improvements to the downtown area. Downtown Bizco have also been involved in the Cheese and Wine as well as putting on the Sip and Stroll events within the downtown.

More recently the Downtown Bizco has developed a plan to coordinate bringing a Farmers Market to the downtown area. The Downtown Bizco believe that a regularly scheduled farmers market will help reinvigorate the downtown area and also provide a needed service which will (potentially) drive more residents and visitors to our downtown area/businesses.

Thus far the Downtown Bizco have developed a concept that would require street closures on Santa Fe between 3rd and 4th Street. The farmers market would take place within that street area with vendor booths to be located along street parking locations within that area. The Downtown Bizco has reported that they already have commitments from over 20 vendors to attend the Riverbank Farmers Market. The regular farmers market would be proposed to take place on Tuesday nights from 5PM-8PM on a weekly basis. It is anticipated that the Farmers Market would begin on May 18th and run through September.

Aside from coordination and review of street closures it is anticipated (at this stage) that there would be limited City of Riverbank involvement in the Farmers Market as it would be managed and run by the Downtown Bizco members.

Fee Waiver Request:

At this stage the Downtown Bizco group are not anticipating to charge a fee for vendor booths as the Farmers Market will be in its infancy and the Downtown Bizco want to the market to have the best chance at growing into a successful ongoing operation. Due to that fact the Downtown Bizco are requesting that the Council consider waiving fees associated with street closures/special event permits related to the Farmers Market. Typically, for-profit based events (street fairs, concerts etc) staff have a special event / street closure permit process that assesses fees for the time associated with shutting down streets and coordinating with the event promoter for the event. Vendors will be responsible for obtaining any necessary food permits required by the County Health Departments. If these permits are not obtained for whatever reason the City reserves the right to disallow those vendors at the event.

Insurance Requirements:

For most events and facility rentals the City typically requires liability insurance to be acquired which lists the City of Riverbank as additionally insured. It was not the practice of the City in the previous farmers market to require this coverage. Requiring this coverage from the Downtown Bizco is problematic because the Downtown Bizco is not (yet) a 501c3 non-profit which would normally carry a liability insurance policy. With that said, it is reasonable for the City to require that the vendors provide proof of liability insurance with the City as a named party under those policies. If Council approves this request the City Manager and City Attorney can work with the event organizers to make sure that the coverages are provided where applicable. In addition, staff would require that all vendors execute a hold harmless and indemnification agreement for the City. City staff will also consult with risk management to determine if additional coverage through the City's blanket insurance coverage can be provided as the City would be a sponsor (via fee waivers and coordination) of the event. Additionally, at this stage no alcohol sales are proposed or permitted as part of the event which usually elevates liability concerns.

FINANCIAL IMPACT

As the City will not have a direct role in coordinating the actual operation and ongoing planning of the event financial impacts to the City are directly related to the requested waived fees as well as any potential staff time needed to prepare the street closures or other municipal assistance to the event. With regard to personnel costs, staff feels comfortable that this can be minimized to the greatest extent possible with cooperation with the Downtown Bizco. For example, staff can work out an arrangement with the event organizers to make sure trash is cleaned and placed into bins which would negate the need for parks/facilities staff to perform that function.

In general, an event would be charged a \$300 deposit, \$30 per hour for security (none will be required for this event per Chief Ridenour), \$25 noise permit for amplified music/bands etc, \$18.00 per hour fee for staff required at the event (this can be minimized as previously stated) and a \$35 application processing fee. Staff will review any potential real time impacts over the first 3-4 farmers markets and if impacts are beyond minimal staff will report back to Council and Downtown Bizco to figure out how to capture or mitigate those costs. It may be that a minor subsidy to offset those costs could be considered by the City Council that time but the Council can review that possibility during upcoming budget discussions.

Staff feels comfortable that despite the potential for financial impact to the City for the event these costs can be minimized with good cooperation with the Downtown Bizco group. The City can retain the right to cancel the permit in the event that the Farmers Market is not managed in accordance with the assumptions outlined in this staff report. Additionally, there is a potential to improve economic development in the downtown area which could contribute to a net positive impact for the downtown area.

ATTACHMENTS

1. Resolution 2021-XXXX

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING FEE WAIVERS AND CERTAIN INSURANCE REQUIREMENTS FOR THE DOWNTOWN FARMERS MARKET EVENTS AS PROPOSED BY THE RIVERBANK DOWNTOWN BIZCO GROUP

WHEREAS, the City of Riverbank has been approached by the Downtown Bizco group who have planned a potential Farmers Market in Downtown Riverbank beginning in May 2021 and continuing once weekly through September 2021; and

WHEREAS, the Downtown Bizco group would like to hold the farmers market on Tuesday evening from 5:00 p.m. to 8:00 p.m. on Santa Fe St from 3rd Avenue to 4th Avenue within the street area which would necessitate a street closure; and

WHEREAS, the Downtown Bizco is not at this point requiring any vendor fees for interested vendors within Riverbank in an effort to get the event to a point where it can be sustainable; and

WHEREAS, the Downtown Bizco has agreed to work with the City to minimize the amount of staff time required for this ongoing event; and

WHEREAS, if the City chose to waive fees and requirements related to the event the City would be a co-sponsor of the event but not directly responsible for the ongoing operation of the event; and

WHEREAS, the City of Riverbank has certain fees and permits for special events within public spaces; and

WHEREAS, if successful the event has an opportunity to create more interest from the public in Riverbank's downtown area as well as provide a local farmers market for Riverbank residents.

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

1. The City Council authorizes special event fee waivers for the Downtown Bizco in connection with the Farmers Market for the 2021 farmers market season (once weekly May to September).
2. The City Council authorizes a waiver to Downtown Bizco of normal required liability insurance coverages and directs the City Manager and City Attorney to coordinate appropriate insurance coverages for vendors and to examine any

additional necessary coverage as may be needed through the City's liability coverage as the City would be a cosponsor of the event

3. The Vendors and appropriate Downtown Bizco members will be responsible for any external permitting (health permits etc) as may required for the farmers market.
4. The City reserves the right to cancel the event if appropriate procedures and permitting are not adhered to by the event organizers or the vendors.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of April, 2021; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor