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 Hybrid Meetings
(In-Person: Face Covering Required)
(Virtual via ZOOM)
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367

choose civility

AGENDA

TUESDAY, DECEMBER 14, 2021– 6:00 P.M.

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

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES ACT AND THE RECENT STANISLAUS COUNTY HEALTH OFFICER'S MANDATORY FACE COVERING ORDER (Sept.2, 2021). WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

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.*

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)** and time cannot be yielded to another person**.** 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.

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. Consideration of a **Resolution** Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Hybrid Virtual Meeting Environment.

Item 8.3. A **Resolution** Authorizing the Transition of a Public Works Administrative Intern Position (Part-Time) to an Administrative Clerk Position (Full-Time) and Allocate $17,500 in Funding from the Water and Sewer Operating Funds for Additional Salary and Benefit Costs.

Item 8.4. Acceptance of the Sewer Collection System Smoke Testing Project Conducted by National Plant Services and Coordinated and Inspected by Kjeldsen, Sinnock, Neudeck, Inc. and Authorization to File a Notice of Completion.

Item 8.5. A **Resolution** Authorizing the City Manager to Execute a Grant Agreement for a California Emergency Solutions Grant to Fund Homeless Outreach and Shelter Services in Riverbank.

Item 8.6. Approval of the July 27, 2021 City Council and Local Redevelopment Authority Board Minutes.

Item 8.7. Approval of the August 24, 2021, City Council and Local Redevelopment Authority Board Minutes.

Item 8.8. Approval of the September 7, 2021 Special City Council Minutes.

LRA Item 8.9. A **Resolution** Approving the First Amendment to Agreement for Local Redevelopment Authority General Counsel Services and Have the LRA Chair Execute the First Amendment.

9. UNFINISHED BUSINESS

Item 9.1. **Second Reading by Title Only of Proposed Ordinance 2021-007 Amending the Riverbank Municipal Code by Repealing in Their Entirety Sections 153.003: Definitions and 153.325: Accessory Dwelling Units; Substituting Them with New Sections 153.003 and 153.325 and Adding New Sections 153.326 through 153.330** – It is recommended that the City Council review the proposed ordinance to consider its adoption.

City Council/LRA
Item 9.2. **A Resolution of the Riverbank City Council and Local Redevelopment Authority Board Approving a Purchase and Sale Agreement for Parcels 2 and 2A at the Riverbank Industrial Complex with Aemetis Properties Riverbank, LLC** – It is recommended that the City Council and LRA Board adopt the Resolution to approve a Purchase and Sale agreement with Aemetis Properties Riverbank, Inc. for Parcels 2 and 2A at the Riverbank Industrial Complex.

10. PUBLIC HEARINGS

The Public Hearing Notices were published in the Riverbank News on 11/24/2021 for Item 10.1; on 12/01/2021 for Items 10.2 and 10.3; and on 11/24/2021 and on 12/01/2021 for Item 10.4.

Item 10.1. **A Resolution Accepting the Fiscal Year 2020-21 Annual AB 1600 Report of System Development Fee Activity** – It is recommended that the City Council adopt a Resolution accepting the Fiscal Year 2020-21 Annual AB 1600 Report of System Development Fee Activity.

Item 10.2. **A Resolution of the City Council of the City of Riverbank, California, Adopting the Modesto Subbasin Groundwater Sustainability Plan –** It is recommended that the City Council adopt a resolution to approving the Modesto Subbasin Groundwater Sustainability Plan.

Item 10.3. **A Resolution Amending the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan** - It is recommended that the City Council consider adopting a Resolution to amend the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan originally approved in July 2020.

Item 10.4. **A Resolution Adopting City of Riverbank Mixed-Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing Fee Program** – It is recommended that the City Council consider whether or not to approve the attached resolution approving a Mixed-Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing fee program.

11. NEW BUSINESS

Item 11.1. **Presentation of the Solid Waste Rate Study Prepared by Bartle Wells Associates and Request to Establish the Public Hearing Date for the Adoption of the Proposed Solid Waste Rates on Tuesday, February 22, 2022** – It is recommended that the City Council accept a presentation of the Final Draft of the Solid Waste Rate Study and consider establishing the Public Hearing date for the adoption of the proposed solid waste rates for Tuesday, February 22, 2022.

Item 11.2. **National Opioid Settlements** – Recommendation is to approve the resolution to elect to participate in the settlements with Riverbank's allocation paid to Stanislaus County in support of the Stanislaus County Opioid Safety Coalition program.

Item 11.3. **A Resolution Approving a Memorandum of Understanding Between the City of Riverbank and Opportunity Stanislaus for Fiscal Years 2021/22 through 2025/26 for Economic Development and Workforce Strategies** -It is recommended that the City Council consider whether or not to approve the attached resolution which approves the MOU between Opportunity Stanislaus and the City of Riverbank and directs the City Manager to execute the MOU.

Item 11.4. **City Media Broadcasting Discussion and Direction** – Council consider information and presentation provided by staff on options for future broadcasting and webcasting of City Council meetings.

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 recessing to Closed Session.

Item 13.1. **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code § 54957.6)
Agency representative: City Manager Sean Scully
Employee organizations: Riverbank Miscellaneous Employees
Riverbank Mid-Management Bargaining Unit

Item 13.2. **PUBLIC EMPLOYEE APPOINTMENT**
(Pursuant to Government Code § 54957 (b)(1)
Position Title: Interim City Manager

14. RECONVENE – REPORT FROM CLOSED SESSION

15. ADJOURNMENT

- The regular City Council meeting on December 28th is canceled – Happy Holidays!
- A Special Council Meeting on Redistricting will be on Tuesday 01/04/2022 at 6:pm
- The next regular City Council Meeting will be on 01/11/2022.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, the Riverbank Community Center, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.
Posted this Friday, December 10, 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.

TELECONFERENCE/VIRUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR THE HYBRID CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT AS AMENDED BY SB 361

PUBLIC "LIVE" VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE4:00 P.M. DEADLINE

- ***Via Mail Service:*** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367.
- ***Via Email: Mail to cityclerk@riverbank.org***
  - Indicate Agenda Item # in the ***subject line***.
- ***Oral Comments In-Person:*** The Mayor will ask the audience if anyone wishes to comment, at that time you may approach the podium.
- ***Oral Comments Via Zoom:*** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
  (please make sure the volume on your video device or any nearby device is turned down.)
  - Using a computer – click on the "raise hand" feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
  - Using a Phone – press ***9** to "raise the hand". This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the teleconference phone number (209) 863-7151 so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

- Join by this link: https://us02web.zoom.us/j/81768303557
- Join by accessing website: https://zoom.us/join , enter **Webinar ID: 817 6830 3557**
- Join by telephone:**1 669 900 9128 or 1 346 248 7799, plus Webinar ID: 817 6830 3557**

Learn about using ZOOM - Visit https://zoom.us/j/94943925973?status=success for a free account or to download the app.

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 8.1

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 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 AGENDA ITEM NO. 8.2

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	Consideration of a **Resolution** Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Hybrid Virtual Meeting Environment
Submitted by:	Tom Hallinan, City Attorney

RECOMMENDATION

Staff recommends Council adopt a Resolution authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Virtual Meeting Environment.

SUMMARY

NOTE: This report is generally the same staff report presented at the November 9th Council meeting. As the resolution only extends the allowance for teleconferenced meetings for a 30 day period it is necessary to re-agendize this item for approval at the first meeting in December as the second meeting in December is cancelled for the Christmas Holiday.

On September 16, 2021 Governor Newsom signed Assembly Bill ("AB") 361 which allows cities to continue to meet remotely during proclaimed states of emergency under modified Ralph M. Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders temporarily suspending provisions of the Brown Act. On September 20, 2021, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021. Over the past year, City Council meetings have been held with virtual teleconference components.

AB 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a local legislative body holds a meeting during a declared state of emergency by the governor and when state of local health officials have imposed or recommended measures to promote social distancing.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variant has surged in California, the Legislature has taken action to extend the COVID-19 exceptions to the Brown Acts's teleconference requirements, subject to some additional safeguards. AB 361 allows a local agency to use teleconferencing without complying with the Brown Act provisions in any of the following circumstances:

• The local legislative body holds a meeting during a proclaimed state of emergency by the governor, and state or local officials have imposed or recommended measures to promote social distancing.
• The local legislative body holds a meeting during a proclaimed state of emergency by the governor for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
• The local legislative body holds a meeting during a proclaimed state of emergency by the governor and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to do all of the following, in addition to giving notice of the meeting and posting agendas as required under the Brown act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

• Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
• In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
• Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments.
• Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
• Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions).
• Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real time.
• Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
• If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body

must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

AB 361 also provides that if a local agency conducts teleconference meetings in reliance on AB 361, the local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options" consistent with Executive Order N-29-20. AB 361 contains an urgency clause which became effective upon signing with a sunset of January 1, 2024. However, shortly after signing AB 361, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021.

At the October 12th City Council meeting, Council considered whether or not to continue with the hybrid meeting format. During that meeting difficulties were experienced in receiving a specific comment on an agenda item. As such, the Council chose to only extend the hybrid meeting allowance for 2 weeks to determine alternate options for accepting comments or dealing with technical issues. **At the October 26th Council meeting staff gave out the phone number at the dais for any member of the public that had technical issues providing comment by zoom. Two comments were received via this method, if this resolution is approved staff will continue with this measure until it is no longer needed.** Staff is currently in the process of soliciting bids for technological upgrades to the Council Chamber technology setup which will provide improved ability for hybrid and streamed meetings.

Alternatively the Council could choose to no longer allow hybrid meetings in which case Councilmembers would attend in person or would have to follow the original Brown Act requirements for a remote meeting (public posting etc). Some local communities still live stream meetings but do not allow remote public comment as an option.

If the Resolution is adopted the City Council will continue to hold in person meetings with a virtual hybrid component. The City Council will revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution, it is staff's intention to reevaluate options for hybrid meetings during that time period for future Council consideration.

FINANCIAL IMPACT

None at this time.

Attachments

1. Resolution 2021-XXXX
2. Letter from Stanislaus County Public Health Officer RE: Social Distancing Recommendation

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF RIVERBANK PURSUANT TO ASSEMBLY BILL 361 AND BROWN ACT PROVISIONS

WHEREAS, the City Council of the City of Riverbank (the "City") is committed to preserving public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill ("AB") 361, amending Government Code section 54953, subdivision (e) to allow for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for remote teleconferencing participation in meetings by members of a legislative body is that a state of emergency is declared by the Governor, pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, the Stanislaus County Public Health Officer issued an order on September 2, 2021 regarding the highly transmissible Delta Variant and recommending face coverings indoors; and

WHEREAS, there has been a significant increase in COVID-19 cases in Stanislaus County due primarily to the Delta variant of SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and can be spread by fully vaccinated individuals; and

WHEREAS, as a consequence of the declared emergency, the City Council does hereby find that the legislative body of the City shall conduct their meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by Section 54953, subdivision (e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Section 54953, subdivision (e)(2); and

WHEREAS, pursuant to Government Code section 54953, subdivision (e)(3), in order to continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3), the City Council shall, not later than 30 days after teleconferencing for the first time pursuant to this Resolution, and every 30 days thereafter, make the following findings by majority vote: The legislative body has reconsidered the circumstances of the state of emergency and any of the following conditions exist: (1) the state of emergency continues to directly impact the ability of the members to meet safely in person or (2) state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City reserves the option to hold in-person meetings, consistent with local health officer directives, or to continue a practice of remote meetings that still allow multiple options for public participation.

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

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The City Council hereby proclaims that a local emergency exists throughout the City, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of COVID-19 in Stanislaus County and the state, such that the City reserves the right to continue virtual meetings or conduct in-person meetings, consistent with local health guidance or duly issued orders.

Section 3. Remote Teleconference Meetings. The legislative body and designees of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 30, 2021, or (ii) such time the City Council makes a subsequent finding by majority vote in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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**

Attachment:

HEALTH SERVICES AGENCY

Public Health Services
917 Oakdale Road, Modesto, CA 95353

Julie Vaishampayan, MD, MPH
Public Health Officer

Phone: 209.558.8804 Fax: 209.558.7286
www.hsahealth.org

September 22, 2021

To Whom It May Concern:

I recommend that physical/social distancing measures be practiced throughout our Stanislaus County communities to minimize the spread of COVID-19, including implementation of the newly enacted AB 361 to maintain social distancing by legislative bodies of our local agencies. This recommendation is made due to the continued threat of COVID-19 to the community.

I will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation.

Julie Vai

Julie Vaishampayan, MD, MPH
Public Health Officer
Stanislaus County

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.3

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	**Resolution** Authorizing the Transition of a Public Works Administrative Intern Position (Part-Time) to an Administrative Clerk Position (Full-Time) and Allocate $17,500 in Funding from the Water and Sewer Operating Funds for Additional Salary and Benefit Costs
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Administrative Services Director

RECOMMENDATION

It is recommended that the City Council authorize the transition of a part-time Administrative Intern position to a full-time Administrative Clerk position and allocate additional funding from the Water and Sewer Operating Funds for said position.

SUMMARY

Transitioning this position to full-time will allow for additional administrative support to the Public Works Department as well as to allow the ability to cross-train staff as part of future succession plans.

BACKGROUND

Over the next couple of years the City will experience significant growth particularly as new housing and commercial development have been approved. These developments have begun construction and have added new street improvements, sewer, water, and storm drain facilities amongst other infrastructure that will require continual tracking. In addition, over the past five years the population has grown by 7% as new residents have moved into our city.

The City is anticipating that as growth continues, customer service to our residents for items such as water leak complaints, pot holes, street light outages, etc. will increase significantly. Currently, there is a full-time Administrative Assistant and a part-time Administrative Clerk which provide support to all of the Public Works staff. With the increase in workload, we believe it prudent to transition the part-time Administrative Intern to a full-time Administrative Clerk position. This will allow for an increase in customer service availability, support to staff, and the ability to cross-train duties in order to provide a continuity in services should one of the Administrative staff be out of office.

STRATEGIC PLAN

This item is directly related to the City Council Strategic Plan Goal to “Encourage Employee Development.” Under this goal, staff was tasked with Develop[ing] and implement[ing] organization wide staff succession planning.

FINANCIAL IMPACT

For the 2021-22 Fiscal Year the anticipated impact is an additional $17,500 in Salary & Benefit costs to be allocated from the Water & Sewer Operating Funds. Subsequently, the total annual fiscal year cost will be approximately $62,000.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE TRANSITION OF A PUBLIC WORKS ADMINISTRATIVE INTERN POSITION (PART-TIME) TO AN ADMINSTRATIVE CLERK POSITION (FULL-TIME) AND ALLOCATE $17,500 IN FUNDING FROM THE WATER AND SEWER OPERATING FUNDS FOR ADDITIONAL SALARY AND BENEFIT COSTS

WHEREAS, the City has begun to experience significant growth with the approval of new housing and commercial development; and

WHEREAS, this has led to an increase in population being served by city staff and new infrastructure improvements that require tracking and maintenance; and

WHEREAS, in order to provide excellent customer service to our residents we are evaluating staffing levels in all departments; and

WHEREAS, the transition of a part-time Administrative Intern position to a full-time Administrative Clerk position will allow for a continuity in providing assistance to our residents and allow for cross training of staff in an effort to implement succession planning; and

WHEREAS, the fiscal impact for Fiscal Year 2021-22 of $17,500 will be funded evenly by the Sewer and Water Operating Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank authorize the transition of a part-time Administrative Intern position to a full-time Administrative Clerk position in the Public Works Department, and also authorizes the allocation of $17,500 to be shared evenly by the Sewer and Water Operating Funds.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of December, 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. 8.4

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	Acceptance of the Sewer Collection System Smoke Testing Project Conducted by National Plant Services and Coordinated and Inspected by Kjeldsen, Sinnock, Neudeck, Inc. and Authorization to File a Notice of Completion
From:	Sean Scully, City Manager
Submitted by:	Michael Riddell, Public Works Director

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Sewer Collection System Smoke Testing and authorize staff to file a Notice of Completion.

SUMMARY:

National Plant Services did an assessment of all manholes and smoke tested the entire collection system. Kjeldsen, Sinnock, Neudeck (KSN) were hired as the project coordinator and inspectors.

The contract was awarded on April 23, 2019 to National Plant Services in the amount of $ 659,960.00. One (1) contract change order was issued for this project in the amount of $14,500.00. Total cost of contract is $ 624,619.40 for a saving of $ 35,340.60.

This contract was delayed due to the COVID Pandemic.

It is recommended that the Council accept the Sewer Collection System Smoke Testing Project as complete and authorize the Public Works Director to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with CIP Funds. The total cost of project is $624,619.40.

ATTACHMENTS:

1. Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME CITY OF RIVERBANK
STREET ADDRESS ATTN: PUBLIC WORKS DEPARTMENT
6707 THIRD STREET
CITY & STATE RIVERBANK, CA 95367

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Riverbank (Print Full Name)
3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367 (Address, City, State, Zip)
4. The nature of the title of the undersigned is:

   ☒ Owner in Fee, **or** ☐ Vendee (Buyer) under Contract of Purchase, **or**

   ☐ Lessee, **or** ☐ Other

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

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

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

   N/A

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

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

   N/A

7. A work of improvement on the property described below was completed on December 14, 2021 (Date of Completion).

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

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

☐ The kind of work done or finished was smoke test collection system, manhole assessment and CCTV.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

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

10. The street address of the said property is Entire City of Riverbank sewer collection system, in Riverbank, CA 95367
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 14th (Day) day of December (Month), 2021 (Year)

____
(Owner's Signature)

City of Riverbank
Michael Riddell, Public Works Director
(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California on this 14th (Day) day of December (Month), 2021 (Year)

____
(Signature of Person Signing Notice of Completion)

City of Riverbank
Michael Riddell, Public Works Director

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

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.5

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	A **Resolution** Authorizing the City Manager to Execute a Grant Agreement for a California Emergency Solutions Grant to Fund Homeless Outreach and Shelter Services in Riverbank
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council consider authorizing the City Manager to execute the attached ESG Grant Agreement for Homeless Outreach and Shelter Services.

SUMMARY

One of the highest strategic priorities of the City Council over the past number of years has been to create effective solutions and services for the homeless and semi homeless individuals of our community. The Riverbank homeless have very limited access to critical services and shelter which could help them exit homelessness permanently. As a consequence, chronically homelessness has increased in some areas of the community and have become more highly visible as law changes have affected where and how homeless individuals can camp within public spaces. For many years the City struggled to obtain funding in pursuit of this effort. Fortunately, earlier this year the City was successful in achieving two separate funding awards to make this effort a reality.

First, the City applied for and received a California Emergency Solutions Grant (CA ESG) in the amount of $497,992 for an outreach/engagement program and shelter operations. The services contracted for with Cambridge Academies under this MOU are anticipated to be paid for by this funding source. The breakdown of the funding is as follows:

AWARDED CA-ESG CV2 ACTIVITIES*

Shelter Activities:	$	232,261.00
Street Outreach:	$	182,652.00
HMIS Activities:	$	33,280.00
Indirect Costs:	$	49,799.00
Total:	$	497,992.00

The funds within this grant must be spent by June 30, 2021. The grant was written to include funds for 6 months of outreach and 6 months of shelter services both provided by Cambridge Academies. As has been discussed at public meetings in the past, in anticipation of this program the City of Riverbank City Council authorized purchase of 3344 Sierra St to serve as an initial location for this activity. The program is designed to be a fully immersive program (known as RESTART) providing services for homeless individuals including job training, transitional and permanent housing placement, addiction referral, counseling and support.

Each and every part of the program designed by Cambridge has been designed to give homeless individuals the tools to exit homelessness. A similar program has been in place within the City of Patterson for many years and has been highly successful in providing shelter while at the same time helping individuals find employment and permanent housing thereby exiting homelessness. The Riverbank City Council has long desired to have a similar type of project but with slight operational differences to more appropriately serve Riverbank's homeless population. It is for this reason that staff is recommending sole sourcing this service from Cambridge Academies as Cambridge Academies has pioneered this type of supportive service locally and is uniquely qualified to provide this service within Riverbank. Furthermore, the grant was written with the assumption that Cambridge Academies specific RESTART program would be integrated into this set of services.

Unfortunately, due to a variety of factors, the grant agreement was only received recently by staff from Stanislaus County and therefore a portion of the timeframe to use these funds has elapsed. With that said, a little more than 6 months still exists where these funds can be put toward their intended use. In October the City Council approved an MOU with Cambridge Academies to provide the services funded by the grant. Authorization to execute this grant will allow staff to begin drawing down funds to pay for the services of Cambridge Academies. If approved staff will immediately execute the agreement and begin the contract for services for Cambridge for outreach and (when possible) shelter services. Additionally, staff will be working with Stanislaus County to determine if additional time beyond June 30, 2022 is possible for the use of these funds.

FINANCIAL IMPACT:\

Generally neutral to the City funds as the services provided for under this grant are covered through the CA ESG Grant. Some minor financial impact could be experienced as a result of small-scale administrative help to Cambridge (copier access, fax machines etc.) but these are anticipated to be minor in scale.

Attachments

1. CA ESG Grant Agreement

CITY OF RIVERBANK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT FOR A CALIFORNIA EMERGENCY SOLUTIONS GRANT TO FUND HOMELESS OUTREACH AND SHELTER SERVICES IN RIVERBANK

WHEREAS, the City Council has placed high priority on the development of a creative set of programs to provide services to address homeless within Riverbank; and

WHEREAS, the City of Riverbank applied for a Emergency Solutions Grant (CA-ESG-CV2) with Stanislaus County for homeless outreach and shelter services; and

WHEREAS, the City of Riverbank was awarded the grant by Stanislaus County in the amount of $497,992;

WHEREAS, portions of the award will be allocated toward street outreach and portions will be allocated to shelter operations; and

WHEREAS, the City Council authorized purchase of 3344 Sierra Ave to serve as an initial location to homeless services and shelter through the Enterprise RESTART program; and

WHEREAS, the City Council approved an MOU for services, homeless outreach/engagement, and shelter services; and

WHEREAS, City staff is currently working on the renovation and remodel of the City's purchased dwelling at 3344 Sierra Ave; and

WHEREAS, the City Attorney has reviewed and approved the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby declares as follows:

1. The City Council hereby approves of the CA-ESG (CV-2) grant agreement for homeless outreach and shelter services and authorizes the City Manager to execute the agreement.

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 vote of ___:

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 4th day of December, 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**

CALIFORNIA EMERGENCY SOLUTIONS GRANTS PROGRAM CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ROUND 2 (CA-ESG CV2) AGREEMENT FOR SERVICES

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and **City of Riverbank** (hereinafter referred to as "Organization") on **July 1, 2021.**

WITNESSETH

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation on declaring a national emergency concerning the COVID-19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the CARES Act identified additional funding for the Emergency Solutions Grants (ESG) program to support preparation for, and response to, the community impacts of the COVID-19 pandemic. The distribution plan of the U.S. Department of Housing and Urban Development (HUD) for the funding includes multiple phases, the funding pertaining to this agreement is identified as "Round 2" funding; and

WHEREAS, the CARES Act ESG program provides funds to prepare and respond to the COVID-19 pandemic for individuals and families who are homeless or receiving homeless assistance; and

WHEREAS, County has received a CARES Act ESG program round 2 funding allocation from the California Department of Housing and Community Development (HCD) (hereinafter "CA-ESG CV2") pursuant to the provisions of the 2020 federally enacted CARES Act, Title XII, Homeless Assistance Grants Section and any waivers issued including the HUD Mega-Waiver dated April 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378 (Federal Statutes), 24 CFR Part 576 (Federal Regulations) all as shall be amended from time to time; and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2021-0097,** County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a CA-ESG CV2 grant; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG CV2 grant;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE

1.1 **General Scope.** Organization shall provide services under its submitted application, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence **April 1, 2020** and end on **July 30, 2022** for all Emergency Shelter funded activities (including shelter operations, services, rehabilitation, conversion and renovations) and July 30, 2022 for all non-Emergency Shelter activities unless an extension is granted in writing directly by the County's Director of Planning and Community Development. The services shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement. A final request for reimbursement for services shall be delivered to County no later than ten (10) business days after the conclusion of services.

1.3 **Services.** The Organization shall provide work or services as described in the Scope of Work and, if the Organization has submitted a work proposal, the Organization shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Services performed under the Scope of Work shall be in compliance with County determined applicable provisions of the HUD CPD Notice 20-08 (issued September 1, 2020) and any amendments or superseding Notice issued by HUD. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

2. COMPENSATION

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration **of $497,992.00** in CA-ESG CV2 Allocation grant funds, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth above, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request as set forth below in Section 2.3. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before the time provided in Section 1.2.

2.3 (a) **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a County Form Request for Funds "RFF", and a separate County Cost Verification Form "CVF", specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF and separate CVF, an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF and CVF are returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form is completed and returned with an original authorized signature for any request for grant funds that vary from the attached Exhibit A "Project Budget" and Exhibit C "Scope of Work". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15th of each Fiscal Year, unless otherwise approved by County's Planning and Community Development Department. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

2.3 (b) **Taxes.** County will not withhold any federal or state income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws, RFFs, CVFs, and any other forms or notice provided by this Agreement.

2.5 **Reallocation of Grant Funds.** If by December 1, 2021, the County determines that the Organization will be unable to fully expend funds or meet their goal for numbers served in a timely manner, then funds may be recaptured by County and reallocated to a like activity. Upon notice by the County of its determination, the Organization shall have 15-days to submit a plan for use of the funds for consideration by the County.

2.6 **Salaries.** Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but do not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Overtime and/or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within CA-ESG CV2, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b)

Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. The third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 **Match Funding.** Per the CARES Act, CA-ESG CV2 funding shall not be subject to match requirements that otherwise apply to ESG funding.

2.9 (a) **Payment to Subcontractors and Suppliers.** Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

2.9 (b) **Duplication of Benefits (DOB).** Organization is prohibited from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds if necessary. The Organization shall establish written standards in compliance with HUD, HCD, and County DOB policies and procedures. The County may recapture funds provided to the Organization if DOB is determined to have occurred.

3. <u>USE OF FUNDS.</u>

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs, and other regulations governing the ESG program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CA-ESG CV2 grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement. Any licenses, certificates, insurance, bonds or permits required by the federal, state, county or municipal governments for Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

3.3 **Ineligible Uses of Funds.** The following uses are not eligible for CA-ESG CV2 funds: (1) Funds issued directly to program participants. All CA-ESG CV2 financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers are not allowed to be provided to program participants, unless authorized by County's Community Development Manager in writing prior to expense; (3) CA-ESG CV2 funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with CA-ESG CV2 funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such work is approved in writing by the County prior to the commencement of such work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants ***or*** to County for redistribution in CA-ESG CV2. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the Organization for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 **Limit on Length of Assistance.** If the specified activity is approved by the County the following terms apply: (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case may assistance exceed 24 months during any three-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets**. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to entry into a CA-ESG CV2 funded program with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with CA-ESG CV2 funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into CA-ESG CV2 funded program. Income must be calculated and documented in accordance with the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs. Organization is required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus County Areas.** Organization will ensure that program participants have a current or previous address (within the last 90 days) within Stanislaus County. These areas include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 576, are considered to be County residents.

4.5 **Coordinated Entry**. As per 24 CFR 578.7 (a)(8), CA-ESG CV2 Organization must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. CA-ESG CV2 Organization shall participate in coordinated entry in accordance with the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs.

4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every three months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file. (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.8 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Organizations attendance at monthly CoC meetings is required. Attendance records may be part of future funding considerations.

4.9 **Coordination with Continuum(s) of Care and other programs.** Organization and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the CoC and coordinating and integrating CA-ESG CV2 assistance with programs targeted toward homeless people and mainstream service and assistance programs. The Organization shall keep records of their client's participation in the Homeless Management Information System (HMIS) or a comparable database authorized by the County Planning and Community Development Department.

4.10 **HMIS Sub-Committee.** All CA-ESG CV2 grantees must attend the CoC's monthly HMIS Sub-committee meetings in order to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Habitability Standards.** Units receiving CA-ESG CV2 assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG CV2 funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-ESG CV2 funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the agency, according to the habitability standards required for the Housing Choice Voucher program. CA-ESG CV2 funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at the established County hourly rate, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours (business days) of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving CA-ESG CV2 assistance, in accordance with the protocol set forth above in Section 5.1 (1)-(3). (6) If a unit has a change of tenancy and the new tenant is to receive CA-ESG CV2 Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.1 (1)-(3). (7) Organization shall keep a record of inspections for units receiving CA-ESG CV2 funding.

5.2 **Lease Agreement.** Organization agrees to verify that a lease or rental agreement exists in the program participant's name prior to any disbursement of CA-ESG CV2 funds to the appropriate third party.

5.3 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.4 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving CA-ESG CV2 assistance are legal dwellings and are not in the process of foreclosure.

5.5 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the Supportive Housing Program (SHP) regulations and current federal ESG guidance. Shelters renovated with CA-ESG CV2 funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** The Organization shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. The Organization is also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Any alterations undertaken to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Prohibition against involuntary family separation**. The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses CA-ESG CV2 funding for services and provides shelter to families with children under age 18.

6.4 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the Organization will provide services or shelter to homeless individuals and families for the period during which the CA-ESG CV2 assistance is provided, without regard to a particular site or structure, so long as the Organization serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, Organization shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.5 **Clean Air Act and Federal Water Pollution Control Act**. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. DOCUMENTATION, DATA COLLECTION, REPORTING AND MAINTENANCE OF RECORDS

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs.

7.2 **Monthly/Closeout Reports.** Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG CV2 and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CA-ESG CV2 funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD and HCD Sponsored Research.** Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG CV2 programs during or after the completion of the funded program.

7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CA-ESG CV2 funds in the quarterly report to be provided to County.

7.6 **General Records.** Records must be kept in accordance with the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement. The records retention requirements may be extended beyond the five (5) years. Therefore, the Organization shall contact the Planning and Community Development Department for the specific record retention date for this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of CA-ESG CV2 grant funds for all Fiscal Years in which funding is provided Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement or the audit. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County's Planning and Community Development

Department to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, with written approval from the local CoC's HMIS Lead Agency. The CA-ESG CV2 HMIS report submission deadlines listed below shall be met or funding can be delayed for reimbursement until Organization is in compliance.

CA-ESG CV2 HMIS Reporting Deadlines

Report Submission Period	Due Date
CA-ESG CV2 Agreement start to June 30, 2021	July 30, 2021
July 1, 2021 to September 30, 2021	October 30, 2021
October 1, 2021 to December 31, 2021	January 30, 2022
January 1, 2022 to March 31, 2022	April 30, 2022
April 1, 2022 to June 30, 2022	July 30, 2022
July 1, 2022 to September 30, 2022	October 30, 2022

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period unless restricted by social distancing requirements issued by the California Department of Public Health. If onsite monitoring is restricted, a remote monitoring visit shall occur in lieu of the onsite monitoring. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG CV2 programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG CV2 award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County, the Organization shall submit to the County all CA-ESG CV2 monitoring documentation necessary to ensure that the Organization is in continued compliance with federal and state ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A–122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CA-ESG CV2 grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the Organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the Organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the Organization which may unjustifiably increase the award costs.

8.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CA-ESG CV2 grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the Organization, although a direct relationship to any particular cost objective cannot be shown.

8.4 **Prevailing Wage.** Certain Work under this Agreement may require prevailing wage. An Organization or its contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code and Section 1725.5 of the Labor Code, or engage in the performance of any contract for public work, as defined in these chapters, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Organization or its contractor or subcontractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Public work projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

9.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors including those attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the

Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NONDISCRIMINATION AND EQUAL OPPORTUNITY

10.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services. (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the Organization intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 **Equal Participation of Religious Organizations.** Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) CA-ESG CV2 funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CA-ESG CV2 funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CA-ESG CV2-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CA-ESG CV2 funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, CA-ESG CV2 funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An Organization that participates in the CA-ESG CV2 program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 **HUD Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which ensures that all federally funded facilities be designed, constructed, or altered to ensure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

10.6 **Displacement, Relocation, Acquisition and Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. CONFLICTS OF INTEREST

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel or subcontractors employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CA-ESG CV2 funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Organization and its individual Board of Directors agree that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under the Agreement.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Director of Planning and Community Development. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the contract manager unless the Organization has received a notice of termination.

13. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. DRUG-FREE WORKPLACE

Organization will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. ENVIRONMENTAL LAW COMPLIANCE

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

16.2 **National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Compliance.** Organization shall comply with all applicable standards, orders or regulations issued pursuant to NEPA (42 U.S.C. 4321 et seq.) and/or CEQA (Cal. Pub. Res. Code § 21000 et seq.).

17. TERMINATION OF SERVICES AND REVERSION OF ASSETS

17.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County desk manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) programs. The Organization or its sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (a) Written notice to the program participant containing a clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (c) Prompt written notice of the final decision to the program participant. (d) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CA-ESG CV2 funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG CV2 funds.

17.3 **Sufficiency of Funds and Termination.** This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the program, this Agreement shall be amended to reflect any reduction of funds.

17.4 **Insolvency.** If the Organization becomes insolvent, all unused CA-ESG CV2 funds shall be returned to the County for disposition.

18. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. GENERAL TERMS AND CONDITIONS

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in this paragraph; or (4) Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other Program Requirements.** Organization agrees to carry out each activity in compliance with all federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign, transfer or subcontract the Agreement or any portion thereof without the express prior written consent of County. Further, Organization shall not assign or transfer any monies due or to become due under the Agreement without the prior written consent of County.

20.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general Scope of Work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

20.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 20.4, 20.5 or 20.6.

20.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
County of Stanislaus
Department of Planning and Community Development
Attention: Community Development Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization:
City of Riverbank
Attention: Sean Scully, City Manager
6707 Third Street
Riverbank, CA 95367

20.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

20.11 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The County's Director of Planning and Community Development, or designee, or the Board of Supervisors may also perform any and all acts which could be performed by the contract manager under the Agreement.

20.12 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this

Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

20.13 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: ______________________
Angela Freitas, Director
Planning and Community Development

"County"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: ______________________
G. Michael Ziman
Deputy County Counsel

CITY OF RIVERBANK

By: ______________________
Sean Scully
City Manager

"Organization"

By: ______________________
Tom Hallinan
City Attorney

EXHIBIT A

Detailed Budget

Program: City of Riverbank-Street Outreach and Shelter Program

Agency: City of Riverbank

Emergency Shelter	
Essential Services	**Requested**
*Case Management Only:	$ 27,360.00
Child Care:	$ -
Education Services:	$ -
Employment Assistance and Job Training:	$ 22,000.00
Outpatient Health Services:	$ -
Legal Services:	$ -
Life Skills Training:	$ -
Mental Health Services:	$ -
Substance Abuse Treatment Services:	$ -
Transportation: Bus passes/Staff mileage	$ -
Services to Special Populations:	$ -
Other Costs: Hotel/Motel costs	$ -
Operational Costs	**Requested**
Other: Rent/Security/Utilities/Supplies/PPE	$ 50,640.00
Other:	$ -
Other: Equipment	$ 9,957.00
Other: Shelter Staff (Benefits/Taxes Capped at 20%)	$ 122,304.00
Rehabilitation and Renovation	**Requested**
Labor Costs:	
Material Costs:	
Tool Costs:	
Other Costs:	
Other Costs:	
Other Costs:	
Other Costs:	
Subtotal:	$232,261.00

*Benefits/Taxes (Capped at 20% of Salaries)

Homeless Management Information System (HMIS)	
Data Entry Support	**Requested**
*Salaries:	$ 33,280.00
Hardware/Software/Licenses/Insurance	$ -
Subtotal:	$ 33,280.00

*Benefits/Taxes (Capped at 20% of Salaries)

Indirect Program Costs (Awarded Budget is Capped at 10%)	
	Requested
Operational Costs:	$ 25,010.00
Essential Services Costs:	$ 20,262.00
Other Costs (Specify):	$ 4,527.00
Subtotal:	$ 49,799.00

Street Outreach	
Essential Services	**Requested**
Engagement:	
Case Management Only:	$ 154,752.00
Emergency Health Services:	
Emergency Mental Services:	
Transportation:	
Services to Special Population:	
Other Costs (Specify): Training	$ 8,000.00
Other Costs (Specify): Supplies/PPE/Equipment	$ 19,900.00
Subtotal:	$ 182,652.00

*Benefits/Taxes (Capped at 20% of Salaries)

Rapid Re-Housing	
Housing Relocation & Stabilization Services	**Requested**
Moving Costs (Maximum of $250):	
Rental Application Fee:	
Security Deposit:	
Last Month's Rent:	
Utility Deposits:	
Utility Payments:	
Financial Assistance Services	**Requested**
Housing Stability and Case Management:	
Housing Search and Placement:	
Mediation:	
Legal Services:	
Credit Repair:	
Short Term Rental Assistance	**Requested**
Rental Assistance (Up to 3 months):	
Rental Arrears (Maximum of 6 months):	
Medium Term Rental Assistance	**Requested**
Rental Assistance (4 to 24 months):	
Rental Arrears (Maximum of 6 months):	
Indirect Costs:	
Other (Specify):	
Other (Specify):	
Subtotal:	

Homeless Prevention	
Housing Relocation & Stabilization Services	**Requested**
Moving Costs (Maximum of $250):	
Rental Application Fee:	
Security Deposit:	
Last Month's Rent:	
Utility Deposits:	
Utility Payments:	
Financial Assistance Services	**Requested**
Housing Stability and Case Management:	
Housing Search and Placement:	
Mediation:	
Legal Services:	
Credit Repair:	
Short Term Rental Assistance	**Requested**
Rental Assistance (Up to 3 months):	
Rental Arrears (Maximum of 6 months):	
Medium Term Rental Assistance	**Requested**
Rental Assistance (4 to 24 months):	
Rental Arrears (Maximum of 6 months):	
Indirect Costs:	
Other (Specify):	
Other (Specify):	
Subtotal:	

Requested Funds Grand Total:	$ 497,992.00

	Number of Individuals Served	Number of Households Served
Emergency Shelter:	12	12
Street Outreach:	30	24
Rapid Re-Housing:		
Homeless Prevention:		
Grand Totals:	42	36

Signature of Authorized Official

Date

Name of Authorized Official

To Be Completed By Community Development Staff

Staff Recommendation: Approve Deny

Signature of Stanislaus County Community Development Official

10/20/2021

Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or Subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or Subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers’ Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting
Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be Contractors' responsibility.

Waiver of Subrogation
Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from Subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_______ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_______ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: ____ Date:____________________

Signature: ____ Date:____________________

Vendor Name: ____

For CEO-Risk Management Division use only

Exception: Not Applicable

Approved by CEO for Risk Management: ____________ Date: 10/5/2021

EXHIBIT C

Scope of Work

PROGRAM SUMMARY

1. Program Title: City of Riverbank-Street Outreach and Shelter Program
Total Amount Awarded (should match Budget "Exhibit A"): $ 497,992

2. Legal Name of Agency Requesting Funding: City of Riverbank
DBA: City of Riverbank
Agency Address: 6707 Third Street Riverbank, CA 95367
Phone: (209) 863-7122 Fax: N/A
Incorporated Year: N/A 501(c)(3): N/A Tax ID number: 94-6000407
DUNS Number (9 digit No.): 946310463

3. Contact Name: Sean Scully Title: City Manager
Contact Address (if different than above): 6707 Third Street Riverbank. CA 95367
Contact e-mail address: sscully@riverbank.org
Contact Phone: (209) 863-7122 Fax: N/A

4. Agency Type (check all that apply):
☐ Non-Profit ☒ Government ☐ Faith-Based ☐ Education

5. Number of unduplicated persons and households you anticipate serving for this program:(I) 42 (H) 24

6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

1. COVID- Restricted: 15 night shelter guests per night; 25 participants per day in Day Center activities (showers, food, case management) - Non-pandemic times: 10 night shelter beds; 15 transitional living homeless guest participating in the 8-month Enterprise RESTART Life transformation program. Continue experiencing 70% success rate as determined by employment, housing or joining the military.

7. Summarized Program Description:

This proposal is identified as a two phase concept. The first phase is an intervention program proposal through outreach as it relates to the ongoing complexities of existing homelessness as a result of COVID19 and effects of the pandemic. This phase will be for a 12 month period. The Riverbank Homeless Day Center will provide street outreach to engage the target population and connect them to much-needed services such as referrals to health providers, housing, drug rehabilitation, ID and other essential support services, plus encourage participation in classes and workshops that will equip them to become employed. A case manager and Enterprise RESTART (or a similar type of program) program facilitator will conduct outreach as well as baseline needs assessments with each individual and help him/her develop a personalized Success Plan with benchmarks and strategies to help the individual move forward in life. Data will be tracked on the HMIS System. Funding from this proposal will allow for the set up and operation of a Homeless Day/Navigation Center , (2) a case manager to conduct outreach, engagement and case management activities for homeless and those at-risk of homelessness in Riverbank and (3) a program facilitator to provide job training, personal development, mindset transformation and family reunification activities to homeless program participants and to those individuals at risk of homelessness.

EXHIBIT D

Personnel Information*

**If a person is salaried please provided an estimated hourly rate based on number of hours worked per week.*

Program: City of Riverbank-Street Outreach and Shelter Program **Agency:** City of Riverbank

Position Title: *(i.e., Outreach Coordinator)*	**Position Type:** *(i.e., Direct Service, Admin Support, etc.)*	**Hourly Rate*:** ** Without Fringe Benefits*	**Estimated Total Program Hours*:** **Per Month*	**Monthly Employee Cost to Program:** **[Auto Populated]**	**Total Cost To Be Charged to CA-ESG CV2 Emergency Shelter Operations Funds*:** **Per Month*
Program Supervisor	Direct Services	24.00	1040	2496	2496
Outreach and Engagement Lead	Direct Services	16.00	2080	3328	3328
Outreach and Engagement Lead	Direct Services	16.00	2080	3328	3328
Case Manager	Direct Services	18.00	2080	3744	3744
Data Admin	Direct Services	16.00	1040	1664	1664
Program Supervisor	Direct Services	24.00	520	1248	1248
Class Facilitator and Counselor	Direct Services	22.00	1036	2280	2280
House Manager	Direct Services	16.00	1040	1664	1664
Shift leaders (5) shelter	Direct Services	14.00	5200	7280	7280
Office Administrator (shelter)	Direct Services	16.00	1040	1664	1664
Security (shelter)	Direct Services	16.00	1040	1664	1664
				0	
				0	
			Monthly Totals:	378.800000000003	30378.80
			Program Totals:	545.60000000003	364545.60

Estimated Length of Program In Months: ***(i.e., 6, 12. 24, etc.)*** 12

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 8.6

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	Approval of the July 27, 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 July 27, 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. July 27, 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
(In-Person & Virtual Hybrid Meeting)
Council Chambers is located at
6707 Third St., Suite B
Riverbank, CA 95367

MINUTES

TUESDAY, JULY 27, 2021– 6:00 P.M.

NOTICE: TO ENSURE THE PUBLIC HAd CONTINUED ACCESS TO PUBLIC MEETINGS, THIS IN-PERSON AND VIRTUAL HYBRID MEETING WAS HELD IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, AS AMENDED BY ORDER N-08-21 REGARDING THE OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT, AND THE FEDERAL AMERICANS WITH DISABILITIES ACT. THIS MEETING WAS ALSO HELD IN CONSIDERATION OF THE JUNE 15, 2021, "REOPENING" ORDERS AND THE RECENT CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S COVID GUIDANCE. FOR MEETING PARTICIPATION INFORMATION WAS PROVIDE ON THE LAST PAGE OF THE AGENDA.

1. CALL TO ORDER – *This meeting was opened in-person and via the virtual platform at 6:00 p.m. with Mayor/Chair Richard D. O'Brien presiding. Assistant City Manager/ASD Marisela Garcia served as the Recorder in the absence of City Clerk Annabelle Aguilar.*

Due to technical difficulties, Mayor O'Brien called for a recess at 6:08 p.m.
Mayor O'Brien reconvened the meeting at 6:10 p.m.

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

3. ROLL CALL – *All Members of the City Council were present; Councilmember Barber-Martinez, who was present via Zoom.*

4. AGENDA CHANGES – *Mayor O'Brien announced that Item 7.7 would be pulled for corrections.*

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.

(Refer to the last page of this agenda for the Public Comment Procedures.)

There were no public comments.

7. 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 7.1. Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 7.2. Acceptance of the Community Center Kitchen Remodel Project and Authorization to File a Notice of Completion of the Construction Project Completed by Menghetti Construction, Inc.

Item 7.3. Award Bid for the Topeka Street Improvements Project between 3rd and 5th Streets to George Reed, Inc. and Authorize Execution of Future Change Orders.

Item 7.4. A **Resolution [No. 2021-067]** Authorizing the Expenditure of $309,904 from the City Park System Development Fee Account Through a Reimbursement Agreement with the Developer for the Development of Countryside Park.

Item 7.5. A **Resolution [No. 2021-068]** Authorizing the Approval of the Annual Funding Agreement between the City of Riverbank and the City of Turlock/ Stanislaus County HOME Consortium for the HOME Investment Partnership Program Funds for FY 2021-2022 and Authorizing the City Manager to Execute said Agreement.

Item 7.6. **Resolution [No. 2021-069]** to Approve Water and Waste Water System Development Fee Credits to D.R. Horton CA3 Inc. for the Bruin Heights Subdivision.

Item 7.7. **Resolution [No. 2021-070]** to Approve the DMG Development LP System Development Fee Credits for Parkwood (Crossroads West Unit 1 Subdivision) and Defer the Fees from Permit Issuance to Permit Final.

Councilmember Barber-Martinez requested to pull Item 7.3 for discussion.
As previously declared under agenda changes, Item 7.7 would be pulled for corrections.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to approve Consent Calendar Items 7.1, 7.2, 7.4, 7.5, and 7.6 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

Item 7.3: Councilmember Barber-Martinez inquired about the ability of the Fire Department to continue to provide services and enter and exit their location due to the street improvement project. City Manager Sean Scully responded that Fire Chief Holly had participated in the preconstruction meeting to ensure no disruptions to services would occur.

Item 7.7: City Manager Scully, reported that a resolution had been distributed to the Council that had been edited to show the Developer's credits for the Sewer Fee credit of $17, 252.75 per unit, and there are 91 units, which will go towards the $3.7 million sewer upgrade on Westgate and the conveyance pipes associated with it; and B1 – Storm Water Credit [$7,164.00] for the project which is considered a low impact development project and the Development Agreement indicates that if all of the storm water will be treated and maintained onsite there is no fee payment obligation.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to approve Consent Calendar Items 7.3 and 7.7 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 for Item 8.1 was published in the Riverbank News on 06/09/2021. A continuance notice for this Item was posted on 06/23/2021. The Public Hearing Notice for Item 8.2 and 8.3 was published in the Riverbank News on 07/14/2021, *a Notification Letter for Item 8.2 was mailed on 07/14/2021 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.*

LRA Item 8.1. **A Resolution [No. 2021-003] Continuing the Fiscal Year 2020-2021 Local Redevelopment Authority Annual Budget** - It is recommended that the Board consider adopting a Resolution which will allow the Fiscal 2020-2021 Budget to be continued for a period of no longer than 60 days.

City Manager Sean Scully presented the staff report.
Chair O'Brien opened the public hearing at 6:24 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to adopt Resolution No. 2021-003 to continue the LRA annual budget adoption for an additional 30 days as presented.*
Motion carried by unanimous ~~City Council~~/LRA Board roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and ~~Mayor/~~Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 8.2. **First Reading by Title Only and Introduction of a proposed Ordinance [No. 2021-003] Approving a First Amendment to the Development Agreement by and between the City of Riverbank and MWG Holdings Group, Inc. Doing Business as Perfect Union** – The Planning Commission of the City of Riverbank recommends that the City Council adopt an Ordinance to approve the first amendment to the development agreement by and between the City of Riverbank and MWG Holdings Group, Inc., a California corporation doing business as Perfect Union. Approval of the first reading will initiate the second reading by title only at the regular Council meeting on August 24, 2021, for consideration of its adoption.

Planning and Building Manager Donna Kenney presented the staff report stating the amendment would reduce the public benefit payments and extend the agreement for a 3-year term.
City Council and Staff discussed the item.

Mayor O'Brien opened the public hearing at 6:31 p.m.

- *(Via Zoom) Caity Maple, Vice President of Perfect Union, thanked Council and staff for the support to stay in business.*

Mayor O'Brien closed the public hearing at 6:33 p.m.

ACTION: *By motion moved and seconded (Campbell / Hernandez / passed 5-0) to approve the first reading and introduction of proposed Ordinance [No. 2021-003] to initiate a second reading by title only and consider its adoption on 08/24/2021.*
Motion carried by unanimous City Council~~/Authority Member~~ roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor~~/Chair~~ O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 8.3. **First Reading by Title Only and Introduction of a Proposed Ordinance [No. 2021-004] Amending Title XI: Business Regulations, by Adding New Chapter 127: Mobile Food Vending Program, to the Riverbank Municipal Code of Ordinances** – It is recommended that the City Council conduct the public hearing for the first reading of the proposed ordinance to consider its approval; if approved, the second reading of the ordinance by title only will be scheduled for the next regular City Council meeting on August 24, 2021, for consideration of its adoption.

City Manager Sean Scully introduced the Item stating that the pilot program for food vendors in the City has been in existence over 18 months, which has been successful. The adoption of the ordinance would make the program permanent.

Planning and Building Manager Donna Kenney presented the staff report.
Mayor O'Brien opened the public hearing at 6:37 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to adopt Ordinance [No. 2021-004] to initiate a second reading by title only and consider its adoption on 08/24/2021 as presented.*
Motion carried by unanimous City Council/~~Authority Board~~ roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor~~/Chair~~ O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

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.

<u>Item 9.1.</u> **Progress Update on the Development of the City's Bicycle and Pedestrian Master Plan Project Recommendations and Prioritization Maps -** It is recommended that the City Council hear the progress update from Alta Planning + Design on the City's Bicycle and Pedestrian Master Plan Project Recommendations and Prioritization Maps.

Development Services Administration Manager Kathleen Cleek introduced Mr. Otto Melera of Alta Planning and Design, who presented the update.

City Council and Staff discussed the Item.
There were no public comments.

<u>Item 9.2.</u> **Second Workshop – American Rescue Plan Act** – It is recommended that the City Council consider the workshop information provided by staff on the American Rescue Plan Act and provide direction to staff as appropriate regarding the preliminary allocation of American Rescue Plan Act funding that will be received by the City of Riverbank in 2021 and 2022.

City Manager Sean Scully introduced the Item.
Assistant City Manager/ASD Marisela Garcia presented the plan and stated the City will receive $5.5 million dollars, with the first allocation received on July 13, 2021, and the second allocation to be received in July 2022. She proceeded to explain the requirements for expenditure of the funds and the types of uses.

Eligible Uses	*Details*
Containing/Mitigating COVID-19	• *Vaccine Program, PPE, medical expense* • *Capital investments in public facilities to meet pandemic operational needs*
Behavioral Healthcare Needs	• *Mental health/substance abuse treatment* • *Crisis intervention/hotlines* • *Services to promote access to social service*
Payroll/Benefits for: *Public Health/Safety* *Human Services* *Similar Employees*	• *Eligible if work completed was for COVID-19 response/mitigation* • *Public Health/Safety Workers: funds can cover full pay & benefits for employees primarily dedicated to the COVID-19 response* • *Covered benefits can include current pension benefits (not unfunded accrued liabilities*
Impacted Industries *Tourism, Travel & Hospitality, etc.*	• *Implement mitigation/prevention measures to enable safe resumption of services*
Rebuilding Public Sector Capacity to Pre-Pandemic Levels	• *Payroll Benefits* • *Rehire public-sector staff* • *Replenish unemployment insurance funds*
Small Business Support	• *Loans, grants, in-kind assistance*

Eligible Uses	*Details*
Hardest Hit Communities	• *Invest in socioeconomic disparities housing/communities* • *Addressing disparities in education*
Assistance to Unemployed Workers	• *Job Training*
Assistance to Households	• *Food Assistance* • *Rent/Mortgage/Utilities* • *Counseling & Legal Aid to prevent eviction or homelessness* • *Emergency Assistance for burials* • *Home Repairs/Weatherization*
Building Stronger Communities through Investments in Housing & Neighborhoods	• *Services to address homelessness* • *Affordable housing development to increase supply of affordable/high quality living units* • *Housing vouchers, residential counseling*
Addressing Educational Disparities	• *New or expanded early learning services* • *Assistance to high-poverty schools* • *Tutoring, summer, afterschool programs* • *Services to address the social, emotional, mental health of students*
Premium Pay for Eligible Workers	*Employees in the jurisdiction that were considered essential.*
Loss of Revenue	*Revenue that may have been earned.*
Water and Sewer Infrastructure	*Anything related to this.*
Broadband Infrastructure	*Building pubic broadband width.*
Qualified Census Tract	*Any Census tract in which at least 50% of households have an income of less than 60% of the Area Median Gross Income.*

Mayor O'Brien recommended taking into consideration duplicative funding programs prior to the development of this expenditure plan, and considering Cyber Security, assistance for utilities, and Capital Programs, and vaccination programs.
Vice Mayor Uribe recommended a reserve for COVID, UC Davis Nutrition Program, future renewable energy programs, nonprofit assistance, small business assistance, utility assistance, downtown facade program, broadband, city parks, and well protection.
Councilmember Campbell agreed with the Mayor and Vice Mayor's recommendations.
Councilmember Hernandez recommended broadband, personal protective equipment, the RAD card program, permanent supportive housing, and Latino Community outreach (messaging/marketing).
Councilmember Barber-Martinez recommended rental assistance, the RAD program, homelessness assistance, small business assistance, and partner with the local School Board for broadband assistance and expansion.

City Manager Scully stated that the matter would be considered again so that Council could review each recommended funding use by line item.

10. NEW BUSINESS

Item 10.1. **A Resolution [No. 2021-071] of the City Council of the City of Riverbank Declaring Its Intention to Annex Territory to a Community Facilities District and to Authorize the Levy of Special Taxes Therein, the City of Riverbank Community Facilities District No. 2016-1 (Public Services) Annexation No. 1** – It is recommended that the City Council adopt a Resolution declaring its intention to annex territory to a City of Riverbank Community Facilities District 2016-1 (Public Services) and to authorize the levy of a special tax therein to finance certain City services.

Development Services Administration Manager Kathleen Cleek presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to adopt Resolution No. 2021-071 as presented.*
Motion carried by unanimous City Council~~/ Authority Board roll~~ call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor~~/Chair~~ O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.2. **Utility Billing Penalty Discussion** – It is recommended that the City Council provide feedback on the resumption of the application of penalties to delinquent utility bills, and by roll call vote ratify the financial decision.

Assistant City Manager/ASD Marisela Garcia presented the staff report and stated that the City of Riverbank currently had approximately $350,000 in delinquent utility billings, and resuming penalties would begin with the current May/June bill.
City Council and Staff discussed the options.

ACTION: *By motion moved and seconded (Uribe / O'Brien / passed 5-0) to resume the application of penalties to utility billing beginning August 2, 2021.*
Motion carried by unanimous City Council~~/ Authority Member~~ roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor~~/Chair~~ O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.3. **A Resolution [No. 2021-072] Authorizing the City Manager to Execute an MOU with The California Health Collaborative to Secure the Services of a Civic Spark Fellow to Facilitate Citizen Outreach and Policy Discussions for an Environmental Justice Element for a Future General Plan Update** – The City Council consider approval of the proposed resolution and MOU with the California Health Collaborative to secure the services of a Civic Spark Fellow to facilitate citizen outreach and policy discussions for an Environmental Justice element for a future General Plan Update.

Planning and Building Manager Donna Kenney presented the staff report.

There were no public comments.

__ACTION:__ *By motion moved and seconded (*Uribe */* Campbell */ passed 5-0) to adopt __Resolution No. 2021-072__ to authorize the City Manager to execute an MOU with the California Health Collaborative to Secure the Services of a Civic Spark Fellow, to be shared with the City of Modesto, to Facilitate Citizen Outreach and Policy Discussions for an Environmental Justice Element for a Future General Plan Update as presented.*
Motion carried by unanimous City Council~~/ Authority Board~~ roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Mayor~~/ Chair~~ 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: 1) announced that the evenings first hybrid meeting had its challenges, and appreciated Council's and everyone's patience; improvements will be made on viewing PowerPoints; 2) reported on the local vaccination clinics, encouraging everyone to get vaccinated to reach the 70% coverage; and 3) announced that the regular meeting on August 10th was canceled, and a daytime strategic planning session was scheduled.*
- *Public Works Director Michael Riddell reported that the sludge removal in the two lagoons [at the Wastewater Treatment Plant] was completed by Synagro (Contractor), which concluded the project with Snyder Electric. From a short snapshot, he reported that nothing had changed, so the City will wait the 90 days to determine what steps are next.*
- *Police Chief Ridenour announced the National Night Out Event on August 3rd; neighborhoods interested in have the event could contact the Police Department.*

Item 11.2. Council/Authority Member

- *Council/Authority Member Campbell reported: 1) on his attendance of the Friends of Jacob Myers Park Committee meeting; 2) on his ride along with the Police Department on the 4th of July, observing over crowded block parties creating dangerous situations; and 3) on the Workforce Development Meeting and the great programs offered.*
- *Council/Authority Member Barber-Martinez: 1) reported on her tour of the Host House and Naomi House in [the City of] Patterson to gain a better understanding of their homeless programs; 2) thanked staff for the public service announcements regarding the firework; and 3) thanked staff, vendors, and volunteers for their assistance with the Bicycle Rodeo Event.*

· *Vice Mayor/Chair Uribe: 1) reported on his scheduled meeting with Dr. Boyer of Cambridge Academy, along with Mayor O'Brien, to discuss Council's vision for transitional housing; 2) thanked all staff for the strategic planning efforts; and 3) announced his partnership with Police Chief Ridenour to host another Community BBQ event on August 21st at Castleberg Park to share the revitalization of the Park.*

<u>Item 11.3.</u> Mayor/Chair

Mayor/Chair O'Brien: 1) Thanked Senator Eggman for the $2 million funding to help the City move forward with the completion of Riverbank's equivalent of the [City of Patterson's] Host House; 2) reiterated the need for the City of Riverbank to achieve the over 70% vaccination rate, and thanked Father Misael at St. Frances [of Rome] for publicizing the information; 3) gave a special thank you to Staff Member Kathleen Cleek for her great job on the management of the Measure L funding; and 4) looked forward to receiving an update from the Centennial Committee.

<u>12. CLOSED SESSION</u>

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.

<u>Item 12.1.</u> **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: APN: 062-031-005, 062-031-006, 062-031-007
Agency Negotiator: Sean Scully, City Manager
Property Negotiator:Aemetis, Inc.
Under Negotiation: Price, terms of payment, or both

<u>Item 12.2.</u> **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 3338 Sierra Street, Riverbank; APN 132-017-017
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Delbert Liles and Gracie Liles
Under Negotiation: Price, terms of payment, or both

<u>Item 12.3.</u> **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 7th Street; APN 132-015-023
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Edward Touma
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. The City Council and LRA Board adjourned to Closed Session at 8:30 p.m.

13. CONVENE AND REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 8:50 p.m.

Chair O'Brien reported that direction was provided to Staff on Item 12.1.
Mayor O'Brien reported that direction was provided to Staff on Item 12.2 and Item 12.3.

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

There being no further business, Mayor/Chair O'Brien adjourned the regular meeting at 8:50 p.m.

ATTEST: (*Adopted 12/14/2021***)**

____

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder
(Action confirmed by the video recording.)

APPROVED:

____

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 8.7

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	Approval of the August 24, 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 August 24, 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. August 24, 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

choose civility

CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY
BOARD MEETINGS
(In-Person & Virtual Hybrid Meeting)
Council Chambers is located at
6707 Third St., Suite B
Riverbank, CA 95367

MINUTES

TUESDAY, AUGUST 24, 2021– 6:00 P.M.

Notice: ***This in-person and virtual hybrid meeting was held in accordance with the Governor's Executive Order N-29-20, as amended by Order N-08-21 regarding the open meeting requirements of the Ralph M. Brown Act, the Federal Americans With Disabilities Act, the June 15, 2021, "reopening" orders and the recent California Department Of Public Health's COVID guidelines to ensure the public has continued access to meetings. refer to the last page of the agenda for participation information.***

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

2. FLAG SALUTE – *Lead by Mayor O'Brien. Reverend Charles Neal introduced Reverend Randy Allen Richardson and conducted the invocation.*

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

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.

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

There were no public comments.

7. 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 7.1. Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 7.2. Approval of the June 8, 2021 City Council and Local Redevelopment Authority Board Minutes.

Item 7.3. Approval of the June 22, 2021 City Council and Local Redevelopment Authority Board Minutes.

Item 7.4. **Resolution [No. 2021-073]** Authorizing the City Manager to Execute a Cooperative Funding Agreement for the Pavement Management Program between the Stanislaus Council of Governments, Stanislaus County, City of Ceres, City of Hughson, City of Modesto, City of Newman, City of Oakdale, City of Patterson, City of Turlock, City of Waterford and the City of Riverbank.

Item 7.5. Award Bid for the Pavement Restoration and Valley Gutter Project to Sinclair General Engineering Construction Inc. and Authorize Execution of Future Change Orders.

Item 7.6. Reject Bid for the Riverbank Police Fence and Gate Project from Golden Bay Fence Plus Iron Works, Inc. and Authorize staff to re-bid the project.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to approve Consent Calendar Items 7.1 through 7.6 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. UNFINISHED BUSINESS

Item 8.1. **Second Reading by Title Only of Proposed Ordinance No. 2021-003 Approving a First Amendment to the Development Agreement by and between the City of Riverbank and MWG Holdings Group, Inc. Doing Business as Perfect Union** – It is recommended that the City Council conduct the second reading and consider adoption of proposed Ordinance No. 2021-003 as introduced and presented.

City Manager Sean Scully presented the staff report.
There were no public comments made.

ACTION: *By motion moved and seconded (Uribe / Hernandez / passed 5-0) to approve a First Amendment to the Development Agreement by and between the City of Riverbank and MWG Holdings Group, Inc. Doing Business as Perfect Union by adoption of Ordinance No. 2021-003 as presented.*

Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Uribe, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 8.2. **Second Reading by Title Only of Proposed Ordinance No. 2021-004 Amending Title XI: Business Regulations, by Adding New Chapter 127: Mobile Food Vending Program, to the Riverbank Municipal Code of Ordinances** – It is recommended that the City Council conduct the second reading and consider adoption of proposed Ordinance No. 2021-003 as introduced and presented.

City Manager Sean Scully presented the staff report.
There were no public comments made.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 5-0) to Amend Title XI: Business Regulations by Adding New Chapter 127: Mobile Food Vending Program, to the Riverbank Municipal Code of Ordinances by adoption of Ordinance No. 2021-004 as presented.*
Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Uribe, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

9. PUBLIC HEARINGS

The Public Hearing Notice was published in the Riverbank News on 08/11/2021.

LRA Item 9.1. **A Resolution [No. 2021-004] of the Local Redevelopment Authority Board of the City of Riverbank Approving the Annual Budget for Fiscal Year 2021-22** – It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and approve the attached resolution for the Fiscal Year 2021-2022 LRA Budget.

LRA Administrative Analyst II Melissa Holdaway presented the staff report via ZOOM.

Mayor O'Brien opened the public hearing at 6:13 p.m.; there were no oral or written public comments, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to adopt LRA Resolution No. 2021-004 to approve the Annual Budget for Fiscal Year 2021-2022 as presented.*
Motion carried by unanimous LRA Board roll call vote.
AYES: Barber-Martinez, Campbell, Hernandez, Uribe, and Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

10. NEW BUSINESS

Mayor/Chair O'Brien announced that Items 10.1, 10.2, and 10.3 would be presented all at once.

City Council/LRA
Item 10.1.

A Resolution [No. 2021-074] of the Riverbank City Council and [No. 2021-005] of the Local Redevelopment Authority Approving a Lease Disposition and Development Agreement with Aemetis Inc. for Certain Parcels of Real Property Located in the Riverbank Industrial Complex.

Riverbank Industrial Complex, Lease Disposition and Development Agreement, Parcel A and Stormwater Parcel (APN 062-031-005 – Portions, and APN 062-031-010) – It is recommended that the City Council and Local Redevelopment Authority adopt the attached Resolution approving a Lease Disposition and Development Agreement ("Agreement") with Aemetis Properties Riverbank, Inc. ("Aemetis") for Parcel A and the Stormwater Parcel at the Riverbank Industrial Complex.

City Council/LRA
Item 10.2.

A Resolution [No. 2021-075] of the Riverbank City Council and [No. 2021-006] of the Local Redevelopment Authority Approving a Purchase and Sale Agreement with Aemetis Inc. for Certain Parcels of Real Property Located in the Riverbank Industrial Complex.

Riverbank Industrial Complex Purchase and Sale Agreement for Parcel B (APNs: 062-031-007, 062-031-011) – It is recommended that the City Council and Local Redevelopment Authority adopt the Resolution approving a Real Estate Purchase and Sale Agreement ("Purchase Agreement") with Aemetis Properties Riverbank, Inc. for Parcel B of the Riverbank Industrial Complex.

City Council/LRA
Item 10.3.

Riverbank Industrial Complex, Report on the Status of the Acquisition of Parcels 2 and 2A from the Army and their Simultaneous Resale to Aemetis Properties Riverbank Inc. – It is recommended that the City Council and LRA Board accept this Report concerning the Status of the acquisition of Parcels 2 and 2A from the Army and the simultaneous resale to Aemetis Properties Riverbank Inc.. There is no City Council/LRA action required for this item.

City Manager Sean Scully presented the history of the Riverbank Industrial Complex site.

LRA Counsel George Schlossberg presented the purchase and sale agreement for Parcel B, the lease of parcel A and the option to purchase parcel A by Aemetis, Inc., and the related timelines and financial transactions. He also presented the status of the acquisition of parcels 2 and 2A that were retained by the U.S. Army to sell at fair market value, however, has agreed to negotiate a sale with the City of Riverbank, whose in turn intends to sell the parcels to Aemetis.

City Attorney Barbara Brenner presented the CEQA Analysis, and stated that it was all kept within the parameters of the LRA Specific Plan EIR, met the various local and State land use laws, and a letter would be filed for compliance with the California Surplus Land Act.

Council Members commented on the long road of getting to this point, and commended everyone's efforts of years past and present to reach this momentous achievement.

Public Comment:

- *Mr. Eric McAfee, Aemetis, Inc., and Mr. Cary Pope spoke in favor of the accomplishments.*
- *Mr. Eric Nims of Neumiller and Beardslee Law Firm stated that a letter (written comments) was sent to the Council/LRA Board.*

City Clerk Annabelle Aguilar announced that there were no comments via ZOOM, and confirmed as Mr. Nims stated, their letter was received and was distributed to each Member of the Council via email at 2:44 pm [prior to the Council meeting], which would become part of the official record.

ACTION ITEM 10.1: *By motion moved and seconded (*Uribe / Campbell */ passed 5-0) to adopt City Council Resolution No. 2021-074 and LRA Resolution No. 2021-005 Approving a Lease Disposition and Development Agreement with Aemetis Inc. for Certain Parcels of Real Property Located in the Riverbank Industrial Complex. (Riverbank Industrial Complex, Lease Disposition and Development Agreement, Parcel A and Stormwater Parcel (APN 062-031-005 – Portions, and APN 062-031-010)) 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

ACTION: ITEM 10.2: *By motion moved and seconded (*Barber-Martinez / Uribe */ passed 5-0) to adopt City Council Resolution No. 2021-075 and LRA Resolution No. 2021-006 Approving a Purchase and Sale Agreement with Aemetis Inc. for Certain Parcels of Real Property Located in the Riverbank Industrial Complex. (Riverbank Industrial Complex Purchase and Sale Agreement for Parcel B (APNs: 062-031-007, 062-031-011)) 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

ACTION: *By motion moved and seconded (*Campbell / Hernandez */ passed 5-0) to accept the Report on the Status of the Acquisition of Parcels 2 and 2A from the Army and their Simultaneous Resale to Aemetis Properties Riverbank Inc. 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

Mayor/Chair O'Brien closed the matter thanking the U.S. Army, and the various parties and partnerships involved who helped to reach this accomplishment.

The Mayor recessed the meeting at 6:52 p.m. for photos, and reconvened the meeting at 6:55 p.m.

Item 10.4. **Presentation by Gilton Solid Waste on SB 1383 and Discussion and Direction** – It is recommended that the City Council receive an updated presentation from Gilton Solid Waste and provide direction on three key issues:

1. Whether or not to support the High Diversion MRF strategy to comply with AB1383.

2. Authorization to initiate the proposition 218 process to analyze and consider future rate increases for solid waste services.

3. Direction to negotiate an extension to Gilton's contract to provide garbage services to Riverbank. The extension would only apply depending on the outcome of the proposition 218 process. This contract would return at a meeting in September.

City Manager Sean Scully introduced Tracy Norris and Mr. Richard Gilton who made the presentation. Council commented and inquired about the capacity of the facilities composting.

Public comments: Due to technical difficulties, Mrs. Evelyn Halbert was unable to make her comments. Mayor O'Brien announced that staff would make contact with her to receive her comments and make them part of the record.

Council direction provided was to support the concepts of high diversion MRF strategy, take a look at conducting the Proposition 218 process, and authorize the City Manager to negotiate key changes to the contract.

Item 10.5. **Riverbank Energy Efficiency Project** – It is recommended that the City Council receive a presentation by SitelogIQ regarding a proposed energy efficiency project at City of Riverbank municipal facilities and provide direction regarding moving forward or further action on the proposed project.

City Manager Jessica Ritter, SiteLogIQ Representative made the presentation via ZOOM and later stopped due to technical difficulties. City Council proceeded to Item 10.6.

Mayor O'Brien returned to this Item and City Manager Sean Scully continued the presentation on behalf of Ms. Ritter; shortly thereafter she joined to complete the presentation.

Council spoke in favor of sites of the Wastewater Treatment Plant, the Community Center, the Police Station and possibly as overhead shelter in Parks. Direction was provided to staff to move forward in implementing this project under the use of ARPA funding.

<u>Item 10.6.</u> **Update on Homeless Services and Shelter Projects** – 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 and stated that the City received a grant of $497,000 for an outreach team to help build relationships with the local homeless, and for a shelter program to provide assistance towards exiting homelessness. And, the City purchased a house at 3343 Sierra Street to make it a usable facility to provide services. In addition, Senator Eggman included $2 Million funding in the State budget that will be provided to the City of Riverbank to address chronic homelessness.

There were no oral or written comments.

<u>Item 10.7.</u> **Re-Appointment of Cary Pope to the Measure L Citizen Oversight Committee** – It is recommended that the City Council consider the re-appointment of Cary Pope to the Measure L Citizen Oversight Committee.

City Manager Sean Scully presented the staff report and reported that Mr. Pope stated he would be glad to continue to serve on the Committee.
There were no oral or written comments.

<u>ACTION:</u> *By motion moved and seconded (***Barber-Martinez** */* **Uribe** */ passed 5-0) to Re-Appoint Cary Pope to the Measure L Citizen Oversight Committee 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

<u>Item 10.8.</u> **Designation of a Voting Delegate and Alternate(s) to Attend the 2021 League of California Cities Annual Conference** – It is recommended that City Council designate Members of the Council as the Voting Delegate, plus one or two alternates. They will attend the 2021 League of California Cities Annual Conference and Expo, to be held in Sacramento on September 22-24, 2021, and to participate in the Annual Business Meeting for the consideration of resolutions that establish Cal Cities policy. The City Council is to ratify the designations by roll call vote.

City Manager Sean Scully presented the staff report.

Councilmember Barber-Martinez volunteered to serve as the primary voting delegate; Mayor O'Brien volunteered to serve as the alternate.

ACTION: *By motion moved and seconded (***Barber-Martinez / O'Brien** */ passed 5-0) to designate Councilmember Barber-Martinez as the primary voting delegate and Mayor O'Brien as the alternate 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

At this point, the Mayor returned to Item 10.5.

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: 1) reported on the success of the Community BBQ hosted by Vice Mayor Uribe and Police Chief Ridenour, and that a video was posted on the City's social media; 2) announced that a draft plan on the Centennial activities will be presented at the next meeting; 3) thanked his administration team for doing their part in putting together the agenda and preparing for the meeting; and 3) announced that when the agreement is ready to be signed with Aemetis, Inc. it will be a celebratory event.*

Item 11.2. Council/Authority Member

- *Council/Authority Member Hernandez reported on her attendance of an Afghan Community Town Hall and reported that World Relief mentioned seeking support of bringing refugees to Riverbank.*
- *Council/Authority Member Campbell reminded everyone of the current drought, and announced a Historical Society presentation on the former Riverbank Library on September 13th.*
- *Council/Authority Member Barber-Martinez: 1) thanked the community for hosting and attending the National Night Out event; 2) enjoyed the City's strategic planning session; 3) reported on her attendance of the League of California's Park and Recreation webinar covering mandated vaccinations, and contracting personnel and events; 4) reported on her attendance of SHA (Stanislaus Homeless Alliance) meeting, informing them of Riverbank's plans to address homelessness.*

- *Vice Mayor/Chair Uribe thanked everyone for the successful Community BBQ event, and announced the Picnic at the Park for the homeless next week hosted by the Riverbank Homeless Registry.*

Item 11.3. Mayor/Chair

Mayor/Chair O'Brien: 1) stated the agenda was a great accomplishment; especially the hours put in by the City Manager; and 2) the next step is the conveyance of the [Riverbank Industrial Park] property from the Army to the City, and to begin building Aemetis [facility] and other businesses.

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. **LIABILITY CLAIMS**
Pursuant to Government Code § 54961
Claimant: Preston & Traci Berge
Agency claimed against: City of Riverbank

Item 12.2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to subdivision (b) of Government Code § 54956.9
Number of cases: (2) potential cases

Item 12.3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
City of Riverbank 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

Item 12.4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 3718 Sierra Street, Riverbank; APN 132-015-009
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Linda Tucker
Under Negotiation: Price, terms of payment, or both

Mayor/Chair O'Brien announced the Closed Session Item and opened the Item for public comment; there were no oral or written public comments. Council and the LRA Board recessed to Closed Session at 8:27 p.m.

13. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 8:56 p.m.

Mayor O'Brien reported that Council rejected the claim in Item 12.1 by a 5-0 vote.
Mayor O'Brien reported that direction was provided to staff for Items 12.2, 12.3, and 12.4.

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

There being no further business, Mayor/Chair O'Brien adjourned the regular meeting at 8:56 p.m.

ATTEST: (*Adopted 12/14/2021***)** **APPROVED:**

______________________________ ______________________________

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 8.8

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject:	Approval of the September 7, 2021, Special City Council Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the September 7, 2021, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. September 7, 2021, Special City Council Minutes

CITY COUNCIL
Mayor Richard D. O'Brien
Vice Mayor (CM-D1) Luis Uribe
Councilmembers:
District 2 Rachel Hernandez
District 3 Cal Campbell
District 4 Darlene Barber-Martinez

NOTICE AND CALL OF A SPECIAL RIVERBANK CITY COUNCIL MEETING (MAYOR'S NONPROFIT AND COMMUNITY PARTNERS MEETING)
In-Person only: **Riverbank Scout Hall**
3017 High Street
Riverbank, CA 95367

MINUTES

TUESDAY, SEPTEMBER 7, 2021– 3:00 P.M.

1. CALL TO ORDER – *This meeting was opened at 3:05 p.m. with Mayor Richard D. O'Brien presiding. City Manager Sean Scully served as the recorder for the meeting.*

2. ROLL CALL – *All Members of the City Council were present, except Councilmember Hernandez.*

3. 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.

4. 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. 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.

There were no public comments received.

5. BUSINESS

Item 5.1. **Nonprofit and Community Partners Forum -** To encourage and develop direct communication between local nonprofits and community-based organizations in Riverbank in order to build effective working relationships, improve community services, and to focus attention to community needs in areas such as homelessness, senior services, or other community matters needing consideration and assistance.

Mayor O'Brien opened the meeting by providing an overview of last year's session and nonprofit goals

City Manager Sean Scully provided an update on current affordable housing programs.

Mayor O'Brien provided an update on Point in Time Count and the upcoming homeless counts.

He also provided an update on the City's progress towards Tiny Home projects.
Hallie Van Deventer, Director of Cambridge Academies, provided an update on the Cambridge Enterprise RESTART program planned for Riverbank

City Manager Scully provided an update on the purchase of the Sierra House, which will be the site for the future location providing homeless services under the RESTART program.

Council Member Barber Martinez provided an update on the Stanislaus Housing Alliance.

Attendees participated in a general discussion on the topics of Mortgage Assistance, Senior Housing, Subsidized Housing, Vacancy Housing, Leases for transitional housing, Single Parents who are vulnerable to homelessness, housing acquisition, tiny houses and facilities for the pets of homeless individuals.

Ms. Annie [last name unavailable] of the Stanislaus AAPI (Asian American Pacific Islander) Community spoke in regards to her organization's activity in the County as it relates to housing and homelessness.

The Mayor thanked everyone for attending.

6. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor O'Brien adjourned the special meeting at 4:21 p.m.

ATTEST: (*Adopted 12/14/2021*)

APPROVED:

____

Sean Scully
City Manager / Recorder

____

Richard D. O'Brien
Mayor

LOCAL REDEVELOPMENT AUTHORITY BOARD
AGENDA ITEM NO. 8.9

SECTION 8: CONSENT CALENDAR

Meeting Date:	December 14, 2021
Subject/ Title:	A **Resolution** Approving the First Amendment to Agreement for Local Redevelopment Authority General Counsel Services and Have the LRA Chair Execute the First Amendment
From:	Sean Scully, City Manager
Submitted by:	Douglas L. White, General Counsel

RECOMMENDATION

It is recommended that the Local Redevelopment Authority Board adopt the proposed Resolution approving the First Amendment to Agreement for General Counsel Services ("First Amendment") between the Riverbank Local Redevelopment Authority ("LRA") and White Brenner LLP ("Firm").

SUMMARY

The proposed First Amendment streamlines the Firm's billing structure for the legal services performed for the LRA and simplifies the Firm's rates and billing method by aligning the services and rates with the agreement between the Firm and the City of Riverbank. The Agreement, which was originally entered in 2011 with the Law Office of Douglas L. White, has never been updated or revised. Currently, the compensation schedule set forth in the Agreement reflects different rates depending on whether the work is performed by the General Counsel, other attorneys in the General Counsel's office, or paralegals and law clerks. The First Amendment simplifies the compensation schedule through blended rates for all legal professionals.

The First Amendment also authorizes the General Counsel to appoint any Deputy General Counsel following the execution of the First Amendment and memorializes the appointment of Thomas P. Hallinan, a attorney of the Firm, as Deputy General Counsel for the LRA. The First Amendment provides the City Attorney more flexibility in assigning alternate attorneys employed by the Firm to perform legal services for the City as needed.

Finally, the First Amendment authorizes the Firm to provide the LRA with legislative and governmental relation services and specifically authorizes the Firm to become the LRA's registered lobbyist in the State of California. This amendment to the Agreement will not result in added costs or charges to the LRA.

BACKGROUND

On February 22, 2011, the LRA entered into the Agreement for the Law Office of Douglas L. White to provide legal services to the LRA and appointing Douglas L. White as General Counsel to the LRA. In 2013, White Brenner LLP (then known as Churchwell White LLP) acquired all rights and obligations of the Law Office of Douglas L. White and Mr. White continued to serve as General Counsel. The Agreement has never been updated or revised to reflect these changes, nor to update the fee structure or services provided to the LRA. The LRA Board's authorization through the attached resolution will allow the LRA to amend the Agreement.

FINANCIAL IMPACT

The amendments to the Agreement will adjust the Firm's billing structure for legal services performed for the LRA through a new blended rate structure. These adjustments may slightly increase the LRA's monthly legal charges, but will streamline the LRA's process in reviewing legal bills. Because many services for the LRA have historically been performed by Doug White, the LRA may see a slight decrease in the invoices. Staff expects the First Amendment will result in a cost savings to the LRA administrative time.

ATTACHMENT

1. Resolution ____
2. First Amendment to Agreement for General Counsel Services

LOCAL REDEVELOPMENT AUTHORITY

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF RIVERBANK LOCAL REDEVELOPMENT AUTHORITY BOARD APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR GENERAL COUNSEL SERVICES AND TO BE EXECUTED BY THE LRA BOARD CHAIR

WHEREAS, on February 22, 2011, the City of Riverbank Local Redevelopment Authority ("LRA") entered into an agreement with the Law Office of Douglas L. White to provide legal services to the LRA and Douglas L. White to service the role as the LRA's designated general counsel ("General Counsel") (the "Agreement"); and

WHEREAS, on or about February 1, 2013, White Brenner LLP (formerly known as Churchwell White LLP) (the "Firm") acquired all rights and obligations of the Law Office of Douglas L. White, continuing Mr. White's role as General Counsel for the LRA; and

WHEREAS, the Firm seeks to simplify and streamline certain terms in the Agreement to align Firm's agreement for legal services with the City of Riverbank, including the reformulation of fees for its legal services to the LRA, the authorization of the General Counsel to appoint Deputy General Counsel, and authorization for the Firm to provide the LRA with legislative and governmental relations as the LRA's registered lobbyist (the "First Amendment"); and

WHEREAS, the LRA Board of Directors (the "Board") agrees to the amendments set forth in the First Amendment; and

WHEREAS, the Board wishes to authorize the city manager for the City of Riverbank ("City Manager") to execute the First Amendment on behalf of the LRA.

NOW, THEREFORE, BE IT RESOLVED that the City of Riverbank Local Redevelopment Authority Board hereby approves the First Amendment to the Agreement, to be executed by the LRA Board Chair.

PASSED AND ADOPTED by the City of Riverbank Local Redevelopment Authority Board at a meeting held on the 14th day of December 2021; motioned by Authority Member ______, seconded by Authority Member ______, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:	APPROVED:
______________________________	______________________________
Annabelle Aguilar, CMC **LRA Secretary**	**Richard D. O'Brien** **Chair**

Attachments: **1. First Amendment to Agreement for City Attorney Services.**
2. Agreement for City Attorney Services.

FIRST AMENDMENT TO AGREEMENT FOR GENERAL COUNSEL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GENERAL COUNSEL SERVICES ("First Amendment") is made and entered into this ___ day of December 2021 (the "Effective Date"), by and between the Riverbank Local Redevelopment Authority, a public agency of the State of California ("RLRA"), and White Brenner LLP, a California limited liability partnership ("Firm"). City and Firm may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this First Amendment.

RECITALS

A. On February 22, 2011, RLRA and the Law Office of Douglas L. White entered into an agreement for General Counsel services, attached hereto and incorporated herein by reference as **Exhibit A** (the "Agreement").

B. On or about February 1, 2013, the Law Office of Douglas L. White was acquired by Firm, wherein Firm acquired all rights and obligations of the Law Office of Douglas L. White.

C. Firm seeks to simplify and streamline certain terms in the Agreement to align with Firm's agreement for legal services with the City of Riverbank, including the reformulation of fees for its legal services to RLRA to conform to those fees charged to the City of Riverbank (the "City") and the services provided to the City, including, but not limited to, the authorization of the General Counsel to appoint deputies, and authorization for the Firm to provide RLRA with legislative and governmental relations as the City's registered lobbyist.

D. Parties seek to execute this First Amendment memorializing the agreed upon changes to the Agreement.

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. Appointment of Deputy General Counsel. Firm will provide all legal services required by RLRA (including such other public agencies or entities selected or appointed by RLRA), and Firm hereby agrees to perform such legal services ("Legal Services"). The City Manager for City ("City Manager") is authorized and charged with executing this First Amendment. Douglas L. White, the managing partner of Firm, is the appointed General Counsel for RLRA under the Agreement. Thomas P. Hallinan is hereby appointed Deputy General Counsel for RLRA. General Counsel shall be solely responsible for appointing any Deputy General Counsel following execution of this First Amendment. General Counsel may from time to time assign alternate attorneys employed by Firm to perform the Legal Services set forth in this First Amendment.

Section 2. Legislative/lobbying Services. RLRA authorizes Firm to provide legislative and governmental relation services to RLRA as its registered lobbyist in the State of California. Firm shall not charge or invoice RLRA for legislative services under the compensation structure set forth in this First Amendment.

Section 3. Definition of Agreement. This First Amendment and the Agreement shall collectively make and be defined together as the "Agreement".

Section 4. Integrated Agreement. The Agreement, as modified by this First Amendment, contains all of the agreements of the Parties and all previous understandings, negotiations and agreements are integrated into the Agreement.

Section 5. Amendment. The Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing by the City Manager and Firm and shall not require the approval of the Board.

Section 6. Compensation.

6.1. Hourly Rate for Legal Services. All Legal Services provided by Firm for RLRA shall be billed at a blended hourly rate for all legal professionals (partners, associates, paralegals, and law clerks) at One Hundred Eighty-One Dollars ($181) per hour for general municipal legal services, Two Hundred Forty-Two Dollars ($242) for special counsel legal services (including, but not limited to, litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services), and Four Hundred Twenty-Three Dollars ($423) for reimbursable legal services. Firm shall bill RLRA for all hours of Legal Services set forth in the Agreement at the rates contained in this First Amendment. Firm will also charge and invoice RLRA for all postage, photocopying, expenses, and other administrative costs to provide Legal Services to RLRA. All rates will be adjusted annually according to the San Francisco-Oakland-Hayward Consumer Price Index ("CPI"). Any changes in the Firm's rates shall become effective following a thirty (30) day notice to the City Manager.

6.2. Outside Counsel. If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, Firm will charge and RLRA agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the City Manager prior to engaging any attorney not affiliated or associated with Firm to provide Legal Services to RLRA.

Section 7. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 8. **Counterparts.** This First Amendment may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 9. **Notices.** Any notice or communication required hereunder between RLRA and Firm must be in writing, and may be given either personally, by electronic mail ("email") (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 email, 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 email server. Notices transmitted by email 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 RLRA:	Riverbank Local Redevelopment Authority 6707 Third Street, Suite A Riverbank, California 95367 Attention: City Clerk/LRA Board Secretary Tel: (209) 863-7110 Email: cityclerk@riverbank.org
If to Firm:	White Brenner LLP 1414 K Street, 3rd Floor Sacramento, California 95814 Attention: Douglas L. White, Esq. Tel: (916) 468-0950 Email: doug@whitebrennerllp.com

Section 10. **Governing Law.** The validity, interpretation and performance of this First Amendment shall be controlled by and construed pursuant to the laws of the State of California.

Section 11. **Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

Section 12. **Entire Agreement.** This First Amendment, together with its specific references, attachments, and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto with respect to the subject matter of this First Amendment. Neither Party shall be liable for any representations made, express or implied, not specifically set forth herein.

Section 13. **Authority.** All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment 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 First Amendment had been fully complied with.

Section 14. **Document Preparation.** This First Amendment will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

Section 15. **Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel, and based upon the advice of that counsel, freely entered into this First Amendment.

Section 16. **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 First Amendment, 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.

SIGNATURE PAGE TO IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, this First Amendment has been entered into by and between RLRA and Firm as of the date of execution by RLRA.

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY, a California Municipal Corporation	**WHITE BRENNER LLP** a California Limited Liability Partnership
By:___________________________________ Richard D. O'Brien, LRA Board Chair	By:___________________________________ Douglas L. White, Managing Partner
Date Signed:___________________________	Date Signed:___________________________

Attest:

By:___________________________________
Annabelle Aguilar, LRA Board Secretary
(LRA Resolution No. __________)

Date Signed:___________________________

Exhibit A

Agreement for General Counsel Services with the Law Office of Douglas L. White

LAW OFFICE OF DOUGLAS L. WHITE

Douglas L. White
Attorney at Law

980 9th Street, 16th Floor
Sacramento, CA 95814

T (916) 449-9577
F (916) 848-0415

doug@dlwhitelawgroup.com

February 17, 2011

VIA EMAIL AND FIRST CLASS MAIL

Riverbank Local Redevelopment Authority
c/o Debbie Olson
6707 Third Street
Riverbank, California 95367

Re: Legal Representation

Dear Debbie:

Thank you for asking us to represent the Riverbank Local Redevelopment Authority with regard to general municipal, leasing, reuse / specific plan, trademark issues and the Marten Transport dispute. We very much appreciate the opportunity to work with you. We want you to know how much we value our client relationships, and that we will make every effort to provide you with prompt, thorough and efficient legal representation. It is the firm's policy to confirm in writing the scope and terms of our engagement. Please review this letter carefully and contact me if you have any questions.

I will be the primary contact for this representation, and will be responsible in all respects for ensuring your satisfaction with our services. My billing rate is $225 per hour, and our legal fees will not exceed $50,000. Subject to my direct supervision, I may also ask other lawyers and staff at or associated with our firm to assist me as the need arises. At present, the firm's hourly fees for lawyer services range from $175 to $600. The current hourly charge for our paralegals and law clerks ranges from $100 to $200.

We are mindful of the costs of legal services, and understand that every client wishes to avoid unnecessary expense. Accordingly, we will utilize junior lawyers and legal assistants whenever we believe their use is appropriate. Our fees for services will be based upon the time spent by our personnel and any outside professionals approved by you. The rates of our lawyers and legal assistants are subject to change from time to time. In addition, it is our firm's policy to charge for travel, copying, messenger services, long distance phone calls, computer research services, filing fees, and other such out of pocket expenses. These expenses will be billed and payable contemporaneously with our fees.

On the basis of our current relationship, we do not require a retainer at this time. However, we do reserve the right to request a retainer in the future, which shall be payable within 10 business days of our request. Any unused retainer at the conclusion of our services will be refunded.

We bill monthly for all the legal services provided by firm and its associated professionals. In addition to hourly fees for services rendered, expenses incurred by us on your behalf will be billed to you. Our billings are due and payable upon presentation. Any unpaid balances will begin to accrue interest at the simple annual rate of ten percent (.833 percent per month) 30 days from the date of the statement. Upon receipt, amounts paid will be applied first to any accrued interest and then to the unpaid balance of expenses and fees. Should balances in your account remain past due, your account will be reviewed to determine whether to continue with the representation or withdraw and pursue collection of your account. You agree to pay any collection costs, including court and/or arbitrations costs, filing fees and reasonable attorneys' fees.

Based on our initial review of our files, we are not aware of any existing matter involving a conflict of interest between you and any other clients of the firm, which has not been expressly waived. We will run individual conflict checks before engaging in work on any new project and will advise you of the results as soon as possible. By executing this letter, you expressly agree to waive any conflicts associated with our representation of you on the matters related to this engagement. Due to the diverse and complex nature of our firm's practice, unforeseen conflicts may arise. In such event, we will endeavor to obtain waivers of the conflict prior to accepting any new representations and we will, in any event, not knowingly accept any representation that would pose a legal conflict to your interests.

The California Business and Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that our firm is in the process of obtaining such insurance coverage.

Our representation will conform to the terms of this letter. If you agree to the terms of our engagement outlined above, please sign the enclosed copy of this letter and return it to us. We sincerely appreciate the opportunity to represent you, and look forward to a long-term, successful relationship.

Very truly yours,

Douglas L. White

DLW/dlw

AGREED AND ACCEPTED:

The undersigned hereby agrees to retain the Law Office of Douglas L. White, as legal counsel, on the terms and conditions set forth in this letter.

Dated: 2/22/11

By: ______________________
Debbie Olson
Riverbank Local Redevelopment Authority

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 9.1

SECTION 9: UNFINISHED BUSINESS

Meeting Date:	December 14, 2021
Subject:	Second Reading by Title Only of Proposed **Ordinance 2021-007** Amending the Riverbank Municipal Code by Repealing in Their Entirety Sections 153.003: Definitions and 153.32: Accessory Dwelling Units, Substituting Them with New Sections 153.003 and 153.325 and Adding New Sections 153.326 through 153.330
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council review the proposed ordinance to consider its adoption.

SUMMARY

The proposed Zoning Ordinance Amendment is a staff-initiated proposal to modify the Riverbank Municipal Code (RMC) to be consistent with new State law related to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Specifically, the amendments include:

- Repeal Section §153.003, Definitions and Substitute it with a new Section §153.003 to include definitions for Efficiency Kitchens, Junior Accessory Dwelling Unit, Public Space, and Tandem Parking (Attachment 2).

- Repeal Section §153.325, Accessory Dwelling Units and Substitute it with a new Section §153.325 to be consistent with new State law, and include provisions for the creation of Junior Accessory Dwelling Units (Attachment 3).

The Planning Commission, at their regular meeting of October 19, 2021 and with a vote of 5-0, recommended approval of the ordinance to the City Council (Attachment 4). The City Council, with a vote of 5-0 at their regular meeting on November 9, 2021, approved the first reading of the ordinance.

For clarification purposes, the City Council was informed at the public hearing on the first reading of this ordinance on November 9, 2021, that the amendment also included adding new Sections 153.326 through 153.330, which had not been clearly indicated in the notice.

BACKGROUND

On October 24, 2017, the City Council adopted an Ordinance (Ordinance No. 2017-010) amending the RMC to regulate ADUs. These amendments to the City's Municipal Code were enacted to comply with the State legislation in effect at that time, as set forth in Government Code Sections 65852.2 and 65852.22.

In October 2019, the Governor signed into law several bills that, among other things, amended Government Code Sections 65852.2 and 65852.22 to impose additional limits on local authority to regulate ADUs and JADUs. The purpose of these laws was to streamline the approval and permitting process and to encourage the construction of ADUs.

In September 2020, the Governor signed Assembly Bill 3182 (AB 3182) that further clarified the processing time for a jurisdiction to approve of a deemed complete application for an ADU to sixty (60) days and allows the creation of an ADU and a JADU per lot, within the proposed or existing single-family dwelling, if certain conditions are met.

The new Statewide legislation took effect on January 1, 2020 and January 1, 2021, respectively, and nullified the City's current, non-compliant ADU ordinance.

ENVIRONMENTAL REVIEW

The proposed Zoning Ordinance Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061(b)(3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

The proposed amendments do not change the zoning designation on any individual property and does not affect existing land use. The purpose of the amendment is to amend the Municipal Code to be consistent with recent State law as it relates to Accessory Dwelling Units and Junior Accessory Dwelling Units and does not propose any specific development of a project.

FINANCIAL IMPACT

None. This project is funded by the State of California through an SB2 Grant.

PUBLIC NOTICE

The City Council public hearing notice was published in the Riverbank News on October 27, 2021, posted at City Hall North, and the Riverbank Community Center the same day, and placed on the City's website.

ATTACHMENTS

1. Ordinance 2021-007

2. Mark-up of Section §153.003, Definitions
3. Mark-up of Section §153.325, Accessory Dwelling Units
4. Planning Commission Resolution 2021-018

CITY OF RIVERBANK

ORDINANCE NO. 2021-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING THE RIVERBANK MUNICIPAL CODE BY REPEALING IN THEIR ENTIRETY SECTIONS 153.003, DEFINITIONS AND §153.325, ACCESSORY DWELLING UNITS, SUBSTITUTING THEM WITH NEW SECTIONS §153.003 AND §153.325 AND ADDING NEW SECTIONS 153.326 THROUGH 153.330

WHEREAS, the Planning Commission held a public hearing on October 19, 2021 to consider an amendment to the City of Riverbank Municipal Code and with a vote of 5-0, recommended approval of this ordinance to the City Council; and

WHEREAS, on October 6, 2021, notice of the Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City and on City's website; and

WHEREAS, effective January 1, 2020, Assembly Bill 671, Senate Bill 13, Assembly Bill 68, Assembly Bill 881, and Assembly Bill 587 amended Sections 65583, 65852.2, 65852.22 and 65852.26 of the Government Code, adding Sections 17980.12 and 50504.5 to the Health and Safety Code, and Assembly Bill 670 added Section 4751 to the Civil Code, and effective January 1, 2021, Assembly Bill 3182 amended Section 65852.2 of the Government Code and Section 4740 of the Civil Code and added Section 4741 of the Civil Code, changing the requirements for local governments related to accessory dwelling units and junior accessory dwelling units; and

WHEREAS, State law provides that a local agency may adopt an ordinance that provides ministerial approval of accessory dwelling units in any zone that allows residential use, and junior accessory dwelling units in any zone that allows one-family residence, subject to applicable development standards; and

WHEREAS, the proposed amendments to the Riverbank Municipal Code implement the requirements of State law and add local policies that are within the scope of the State law; and

WHEREAS, the proposed amendment complies with the General Plan in that "the City will encourage re-use of vacant or underutilized land in the Infill Opportunity Area through policies that seek to encourage more intense infill development (Policy LAND-2.4)", "the City will encourage "compact development," which places origination and destination points closer together (residence, stores, schools, places of work, etc.), allowing for alternatives to vehicular travel (Policy LAND-3.3)", and "Infill development will be given priority to remaining capacity for water supply and delivery, wastewater treatment and conveyance, stormwater collection and conveyance, and other services and infrastructure currently in place. Development impact fees shall reflect the existing capacity to serve infill development areas. Any urban development of new growth areas shall plan and finance necessary infrastructure and service expansion to serve those areas (Policy LAND-5.2)"; and

WHEREAS, the amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061(b)(3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, The Riverbank Planning Commission made the following finding:

1. The proposed Zoning Ordinance Amendment is consistent with the City's General Plan Land Use and Housing Elements, as enumerated in the General Plan Consistency section of the Staff Report.

2. The proposed Zoning Ordinance Amendment further the public interest, convenience, and general welfare of the City. The amendments would ensure consistency of the Riverbank Municipal Code with the General Plan and State law, and update zoning standards that are relevant to the current development trends and local and regional housing needs.

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

TITLE XV: LAND USAGE

Chapter 153: Zoning

General Provisions

Sections

153.003 Definitions

Accessory Dwelling Units

Section

SECTION 1: Title XV: Land Usage, Chapter 153: Zoning, Section 153.003: Definitions, shall be repealed in its entirety and substituted with a new Chapter 153: Zoning, Section153.003: Definitions, which shall read as follows:

General Provisions

§ 153.003 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. All words used in the present tense shall include the future tense; all words in the plural number shall include the singular number, and all words in the singular number shall include the plural number, unless the natural construction of the wording indicates otherwise.

ACCESSORY. A building, part of a building or structure or use which is subordinate to, and the use of which is incidental to that of the main building, structure or use on the same lot. Where an accessory building has a wall or a portion of a wall not less than four feet in length in common with a main building, such accessory building shall be considered a part of the main building.

ALLEY. Any public thoroughfare, not exceeding 30 feet in width, for the use of pedestrians and/or vehicles which affords only a secondary means of access to abutting property.

APARTMENT. A room or suite of two or more rooms which is designed for, intended for, and/or occupied by one family doing its own cooking therein.

BOARDING HOUSE. A dwelling other than a hotel or a residential care home, wherein lodging and meals are provided for compensation for more than five but not more than ten persons other than the immediate members of the proprietor's family.

BUILDING. (Includes the word ***STRUCTURE***.) Any structure having a roof supported by columns and/or walls and intended for the shelter, housing and/or enclosure of any persons, animal or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or any other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then such portion shall be deemed to be a separate building.

BUILDING, ACCESSORY. A subordinate building, the use of which is incidental to that of a main building on the same lot. Signs and fences are not to be considered as accessory buildings. Where an accessory building does not have a common wall of at least four feet in length with the main building on the same lot, it shall be considered detached.

BUILDING, MAIN. A building in which is conducted the principal use of the lot upon which it is situated. In any R district, any dwelling shall be deemed to be a main building upon the lot upon which the same is situated.

BUILDING HEIGHT. The vertical distance measured from the average level of the highest and lowest point of that building site covered by the building to the ridge or peak of the roof.

BUILDING LINE. A line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the full width of the lot.

BUSINESS or ***COMMERCE.*** The purchase, sale or other transaction involving the handling or disposition (other than as included in the term ***INDUSTRY*** as defined herein) of any article, substance or commodity for profit or livelihood, including office buildings, offices, shops for the sale of personal services, garages, outdoor advertising signs, automobile parts, automobile courts and recreational and amusement enterprises conducted for profit, but not including junk yards.

CARNIVAL. A traveling or itinerant commercial amusement enterprise consisting of sideshows, vaudeville, games, merry-go-rounds or other mechanical amusement devices temporarily located within the city. A ***CARNIVAL*** shall not be construed to include or mean a festival or amusement.

CIRCUS. A traveling or itinerant commercial amusement enterprise utilizing an enclosure of any kind, but usually circular or rectangular, partially surrounded by seats, used for exhibition or horsemanship, acrobatic performances, acts of clowns, feats of animal training or the like, temporarily located in the city.

CLUB. An association of persons for some common, nonprofit purpose but not including groups organized primarily to render a service which is customarily carried on as a business.

COMMUNICATIONS EQUIPMENT BUILDING. A building housing electrical and mechanical equipment necessary for the conduct of a public utility communications business, with or without personnel.

COMMUNITY DEVELOPMENT DIRECTOR. The Community Development Director of the City of Riverbank.

DAY CARE CENTER. Day care center means a dwelling or building or structure in which persons not of the immediate family are provided with care for compensation for a portion of the day not exceeding 12 hours in any 24 hour period. A day care shall not include 24 hour care and shelter.

DWELLING. A building or portion of a building designed for residential purposes, including one-family, two-family and multiple family dwelling but not including hotels, motels, boarding houses and lodging houses.

DWELLING GROUP. A group of two or more or detached or semi-detached single-family, two-family or multiple dwellings occupying a parcel of land in one ownership.

DWELLING, MULTIPLE. A building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in the building.

DWELLING, SINGLE-FAMILY RESIDENCE. A residential building containing one dwelling unit on one lot. All rooms within the single-family attached dwelling shall be interconnected. Single-family dwelling shall include a dwelling that is constructed for the purposes of providing supportive and transitional housing.

DWELLING, TWO FAMILY (DUPLEX). A detached building designed for and/or occupied exclusively for two families living independently of each other, but under one roof.

DWELLING UNIT. One or more rooms in a dwelling designed for occupancy by one family for living or sleeping purposes, and having only one kitchen.

DWELLING UNIT, ACCESSORY. An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: (A) an efficiency unit; and (B) a manufactured home.

DWELLING UNIT, JUNIOR ACESSORY. A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

E-CIGARETTE. Any electronic or battery-operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of vapors, including nicotine or other substances, this includes but is not limited to an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vapor cigarette or any other product name or descriptor.

EFFICIENCY KITCHEN. Means a kitchen that includes each of the following:

(1) A cooking facility with appliances.

(2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

EFFICIENCY UNIT. Has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

EMERGENCY SHELTERS. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

EMPLOYEE HOUSING. Defined the same as Labor Camp per CA Health and Safety Act 17021.5 and 17021.6.

FAMILY. One or more persons occupying a dwelling unit and living as a single housekeeping unit, and distinguished from a group occupying a boarding house, lodging house, motel or hotel.

FAMILY DAY CARE CENTER. A day care center which also serves as the residence of the licensee.

FLOOR AREA. The sum of the gross horizontal areas of several floors of the building, excluding areas used for accessory garage purposes, and such basement and cellar areas as are devoted exclusively to uses accessory to the operations of the building. All horizontal dimensions shall be taken from the exterior faces of walls including walls or other enclosures or enclosed porches. Whenever the term is used in this title as a basis of requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, ***FLOOR AREA*** applies not only to the ground floor area but also to any additional stories or basement of the structure.

FLOOR AREA RATIO. The ratio of gross building floor area to total lot area expressed as such. Example: two square feet of gross floor area for each three square feet of total lot area would result in a floor area ratio of .66:1.

(Ord. 87-11, passed 7-27-87)

GARAGE. An accessory building or an accessory portion of the main building, enclosed on all sides, and with a clear vertical opening not to exceed nine feet and designed or used for the shelter or storage of passenger vehicles and located on the same lot as the dwelling to which it is accessory.

(Ord. 88-14, passed 11-28-88)

GARAGE, PARKING. A building used for the parking of more than three automobiles or trucks, whether free, for compensation, or as an accommodation.

GARAGE, PUBLIC. A building other than a private garage, enclosed on all sides and used for the care, repair or equipping of automobiles, or where such vehicles are kept for hire, sale or equipping.

GARAGE SALES, YARD SALES, MOVING SALE, PATIO SALES and ***SIMILAR USES.*** The retail sale of used or secondhand goods or merchandise in connection with a lawfully existing dwelling unit on property within any zoning district provided that:

(1) No such sale shall be conducted upon the same premises for more than three consecutive days nor on more than two separate occasions within any one calendar year.

(2) No such sale shall result in the use of more than two unlighted signs not exceeding three square feet each in area. The signs to be displayed only during such times as the sale is actually being conducted.

GUEST HOUSE. Living quarters within an accessory building for temporary use by guests of the occupants of the premises. The quarters shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling.

HOME OCCUPATION. Any occupation conducted primarily within a dwelling unit and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold except those which are produced on the premises. The home occupation must meet the requirements of §§ 153.265 through 153.267 of this chapter.

HOOKAH LOUNGE. Any facility, building, structure or location, whether fixed or mobile, where customers share a pipe commonly, but not always, made of glass, used for vaporizing and smoking tobacco, flavored tobacco, shisha, dried fruits, or other substances in which vapor or smoke is passed through a water basin before inhalation. Hookah lounge includes, but is not limited to the use of a communal hookah, waterpipe, shisha, narghile, or other such smoking device.

HOSPITAL, MENTAL. An institution licensed by the state to care for or treat persons having mental or nervous disorders.

HOTEL. Any building or portion thereof, containing six or more guest rooms used, designed or intended to be used by paying guests. A motel shall be considered a hotel.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted in the home and kept for company or pleasure and not for profit, such as dogs, cats and canaries, but not including a sufficient number of dogs or cats to constitute a kennel. Household pets may also include not more than a total of 12 chinchillas, hamsters, white mice or similar animals in combination.

JUNK YARD. The use of more than 200 square feet of the area of any parcel, lot, or contiguous lots or parcels for the storage or keeping of junk, including but not limited to scrap materials, surplus material, secondhand material or for the dismantling or wrecking of automobiles or other vehicles or machinery.

KENNEL. A place where four or more dogs or cats (or any combination of four or more dogs and cats) of four months of age or older are kept.

KITCHEN. Any room or space used, intended or designed to be used for cooking or for the preparation of food for one family.

LABOR CAMP. Any living quarters, dwelling, boarding house, tent, bunk house, camper, mobile home or other housing accommodation, maintained for five or more persons employed in connection with any agricultural work.

LOT. (Includes the word "plot.") Land occupied or to be occupied by a building and its accessory buildings or by a dwelling group and its accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title for a building site in the district in which such lot is situated, and having its principal frontage on a street.

LOT, AREA. The total horizontal area included within the lot lines.

LOT, CORNER. A lot situated at the intersection of two or more streets, or bounded on two or more adjacent sides by street lines.

LOT, DEPTH. The average distance from the street line of the lot to its rear line measured in the general direction of the side lines of the lot.

LOT, FRONTAGE. That portion of a lot abutting a public street.

LOT LINES. The lines bounding a lot.

LOT, WIDTH. The distance between the side lines of a lot measured at the building setback line.

MOBILE HOME. A vehicle designed and equipped for human habitation as defined by the Cal. Health & Safety Code § 18008.

MOBILE HOME PARK. A lot or parcel of land which is used exclusively for the parking thereon of ten or more mobile homes for a rental charge or for rent or lease of mobile homes, and for appurtenant facilities for the exclusive use of the occupants such as laundry, rest rooms, recreation and storage facilities, and mobile home, dwelling or office facility for the owner or manager.

MOTEL. Any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed for temporary use by tourists or transients, with garage attached or parking space conveniently located to each unit, including auto parks, motor lodges, and tourist courts.

NONCONFORMING USE. A building or land occupied by a use that does not conform to the regulations for the district in which it is situated.

OUTDOOR ADVERTISING SIGN. Any card, cloth, paper, metal, painted glass, wooden, plaster, stone or other sign of any kind or character whatsoever placed for advertising purposes on the ground or on any tree, wall, bush, post, fence, building, structure or thing whatsoever.

OUTDOOR ADVERTISING STRUCTURE. Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including outdoor advertising statuary.

(Ord. 87-11, passed 7-27-87)

PARKING SPACE. An accessible and usable space on a building site of at least nine feet by 19 feet with access for the parking of automobiles. The length of the space may be reduced by two feet if landscaped planters of sufficient width are used as curb stops.

(Ord. 90-01, passed 1-22-90)

PLANNING COMMISSION. The City Planning Commission of the City of Riverbank.

PUBLIC TRANSIT. Means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

RECREATION VEHICLE. Either of the following:

(1) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

(a) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

(b) It contains 400 square feet or less of gross area measured at maximum horizontal projections.

(c) It is built on a single chassis.

(d) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(2) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

(a) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the traveling mode.

(b) It is built on a single chassis.

(c) It may only be transported upon the public highways with a permit.

(Cal. Health & Safety Code § 18010)

RESIDENTIAL CARE HOME. A home operated as a boarding home and in which nursing, dietary and other personal services are furnished to convalescent, invalid or aged persons in return for compensation; but in which are performed no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals and in which no persons are kept or served who normally would be admissible to a mental hospital.

ROOMING HOUSE. A dwelling, building or structure occupied by five or more persons who have agreed to pay a specific rent for a specific space as distinguished from guests subject to innkeeper's liability.

SAWMILL. Any structure or land used for the manufacture or remanufacturing of lumber or lumber products by the use of power equipment.

SERVICE STATION. A structure or area which is provided for the servicing, washing and fueling of motor vehicles, including minor repairs, and the storage and sale of merchandise and supplies, incidental thereto, provided, however, that the washing of automobiles shall be permitted only when no chain conveyor, blower or steam cleaning device is involved.

SHALL. Is mandatory and not directory.

STORY. The portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be considered a story. A basement shall not be considered a story when computing the height of a building.

STREET. A thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority for a thoroughfare, not less than 30 feet wide, which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed or erected which requires location on the ground or attached to something having a location on the ground but not including fences or walls used as fences not more than six feet in height or free-standing signs.

STRUCTURAL ALTERATIONS. Any changes in the supporting member of a building, such as bearing walls, columns, beams or girders.

SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

TANDEM PARKING. Means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

TARGET POPULATION. Persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Services Act (Division 4.5 (commencing with Section 4500 of the Cal. Welfare and Institutions Code)) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

TRANSITIONAL HOUSING. Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

TRUCK TERMINAL. The storage of one or more commercial trucks which have a body exceeding 12 feet in length in rear of the cab, or the storage of more than one truck of any type. A truck shall not be normally construed as a means of transportation in lieu of an automobile and not normally an accessory use to a dwelling.

USE. The purpose for which land or a building is designed, arranged, or intended or for which it is or may be occupied or maintained.

USE, ACCESSORY. A use incidental and secondary to the principal use of a lot or building located on the same lot as the accessory use.

USED CAR. Any automobile, pickup truck of no more than a one ton load rating or any van of no more than a one ton load rating.

VAPOR BAR. Any facility building, structure of location, whether fixed or mobile, where customers utilize a heating element that vaporizes liquid solution that releases nicotine or flavored vapor, including the use of e-cigarettes.

VETERINARY HOSPITAL. An establishment for the care and treatment of animals, including household pets, livestock and commercial poultry, all facilities to be within a completely enclosed building except for exercising runs and parking of automobiles.

WRECKING YARD. The use of more than 200 square feet of the area of and lot for the storage of immobile vehicles or the dismantling or wrecking of automobiles or other vehicles or machinery.

YARD. An open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward except as otherwise provided in this title.

YARD, FRONT. A yard extending across the front of the lot and lying between the front line and a line parallel thereto, and having a distance between such parallel lines equal to the required front yard depth as prescribed in each district.

YARD, SIDE. An area extending from the front lot line to the rear lot line, and lying parallel thereto, within the lot and having a distance between such parallel lines equal to the side yard width as prescribed in each district.

YARD, REAR. A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the buildings as prescribed for the district.

(Ord. 87-11, passed 7-27-87)

(`67 Code, § 10-1-3) (Am. Ord. 2015-002, passed 2-24-15; Am. Ord. 2015-009, passed 4-14-15; Am. Ord. 2017-010, passed 10-24-17)

SECTION 2: Title XV: Land Usage, Chapter 153: Zoning, Section 153.325: Accessory Dwelling Units, shall be repealed in its entirety and substituted with a new Chapter 153: Zoning, Section 153.325: Accessory Dwelling Units, and add new Sections: 153.326 through 153.330, which shall read as follows:

Accessory Dwelling Units

§ 153.325 PURPOSE

(A) This section provides standards by which the city shall evaluate and ministerially approve an application for the siting and construction of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) on a lot with an existing or proposed dwelling located in areas zoned to allow single-family or multifamily residential uses in compliance with California Government Code Sections 65852.2 and 65852.22, as may be amended.

§ 153.326 PERMITTED LOCATIONS AND TYPES

(A) ADUs are permitted in all zone districts allowing single-family or multifamily residential uses on lots developed with existing or proposed dwellings.

(B) An ADU may be established in the following methods:

(1) Attached to, or located within, an existing or proposed primary dwelling.

(2) A new detached structure, or located within or attached to an accessory structure, including detached garages or similar structures.

(3) Conversion of existing attached or detached accessory structures, including garages, storage areas, or similar structures.

(4) Reconstruction of an existing structure or living area that is proposed to be converted to an ADU, or a portion thereof, in the same location and to the same dimensions and setbacks as the existing structure.

(C) One ADU and one JADU may be established per lot with a proposed or existing single-family if all of the following apply:

(1) The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(2) The space has exterior access from the proposed or existing single-family dwelling.

(3) The side and rear setbacks are sufficient for fire and safety.

(D) One JADU may be established within the space of an existing or proposed single-family residence, on a lot that is zoned to allow single-family residential uses.

(E) A JADU may be established within the space of the primary dwelling in combination with the construction of one detached, new construction ADU not exceeding one thousand two hundred (1,200) square feet and a height of sixteen (16) feet with four-foot (4') side and rear yard setbacks.

(F) ADUs shall be permitted on lots developed with existing multifamily dwellings subject to the following provisions:

(1) A minimum of one ADU may be constructed, or up to twenty-five percent (25%) of the existing unit count, within non-livable space, including, but not limited to, storage rooms, passageways, attics, basements, or closets.

(2) The construction of two detached ADUs, subject to a maximum height of sixteen (16) feet, and four-foot (4') side and rear setbacks. In this case, only two detached ADUs are permitted on lots developed with existing multifamily dwellings.

§ 153.327 DEVELOPMENT STANDARDS

(A) ADUs shall comply with the following development standards:

(1) ADU Type, Location & Size:

(a) *Attached Unit.* An ADU attached to an existing primary dwelling shall not exceed fifty percent (50%) of the total existing or proposed living area of the primary dwelling.

(b) *Detached Unit.* An ADU structurally independent and detached from the existing or proposed primary dwelling shall not exceed one thousand two hundred (1,200) square feet.

(c) ADUs shall have independent exterior access from the primary dwelling. No passageway to the primary dwelling shall be required.

(d) ADUs shall not be required to provide fire sprinklers if they were not required for the primary residence.

(2) JADU Location, Size, and Standards.

(a) A JADU shall be constructed entirely within an existing or proposed primary dwelling and shall not exceed fire hundred (500) square feet.

(b) JADUs shall have an independent exterior entrance from the primary dwelling but may also include shared access between two units.

(c) A JADU, at a minimum, shall include an efficiency kitchen as defined in Section 153.003.

(d) The property owner shall reside in either the principal dwelling unit or the junior accessory dwelling unit.

(e) Prior to the issuance of a building permit for the JADU, the property owner shall file with the city a deed restriction for recordation with the County Recorder, which shall run with the land and include provisions listed in Government Code Section 65852.22 and state the following:

The property contains an approved accessory dwelling unit pursuant to Chapter 153 of the Riverbank Municipal Code and is subject to the restrictions and regulations set forth in that chapter. These restrictions and regulations generally address development regulations, owner occupancy, and lease requirements, limitations on the size of the accessory dwelling unit and parking requirements. Current restrictions and regulations may be obtained from the city of Riverbank planning division. These restrictions and regulations shall be binding upon any successor in ownership of the property.

(3) Setbacks.

(a) Have minimum interior side and rear setbacks of four (4) feet and street side setback of ten (10) feet.

(b) No setback shall be required for an existing living are or accessory structure in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an ADU, and a setback of no more than four (4) feet from the side and rear lot lines shall be required for an ADU that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(c) *Setback from Structures*. Setback from other structures on the parcel shall be consistent with the city-adopted building code.

(4) *Height*. Not to exceed one story or sixteen (16) feet in height, except that an ADU may be constructed above a garage to a maximum height of thirty-five (35) feet.

(5) *Location on Parcel*. An ADU shall be located within the side or rear yard of the parcel. An ADU shall not be located within the front yard setback.

(B) *Compatibility*. The ADU should be designed and constructed to be compatible with the existing house as to height, style, materials, and colors.

(C) *Access*. Doorway access shall be provided either to the side or the rear of the ADU. Direct doorway access to the front yard is prohibited.

(D) *Off-Street Parking.*

(1) At least one additional off-street parking space shall be provided for the ADU or per bedroom, whichever is less, unless otherwise exempt under Section 153.327(E).

(2) The parking spaces required for the ADU can be in tandem to the required off-street parking of the main dwelling unit, may be uncovered, and can be located within the front yard setback as long as all other yard requirements are met.

(3) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(E) *Off-Street Parking Exemption*. Off-street parking shall not be imposed in any of the following instances:

(1) The ADU is located within one-half mile walking distance of public transit.

(2) The ADU is located within an architecturally and historically significant historic district.

(3) The ADU is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the ADU.

(5) When there is a car share vehicle located within one block of the ADU.

(F) *Mobile homes or Manufactured Housing.* Mobile homes or manufactured housing on permanent foundations shall be permitted as an ADU, only if they are installed on permanent foundations, the mobilehome complies with the 1974 National Manufactured Housing Construction and Safety Act, and is ten (10) years or newer. Recreational vehicles, including but not limited to motor homes, travel trailers, tent trailers, fifth wheel trailers, and house boats do not quality as an ADU as defined in this Section.

(G) *Density*. An accessory dwelling or junior accessory dwelling unit is not considered to increase the density of the lot upon which it is located and is a residential use that is consistent with the existing general plan and zoning designation for the lot.

(H) *Zoning and Building Requirements*. The ADU shall comply with other zoning and building requirements generally applicable to residential construction in the applicable zone where the property is located.

§ 153.328 UTILITIES AND IMPACT FEES

(A) *Utility Service.* Adequate roadways, public utilities and services shall be available to serve the ADU. ADUs shall not be considered new residential uses for the purposes of calculating connection fees or capacity charges for sewer and water. Installation of a separate direct connection between an ADU contained within an existing structure and the utility shall not be required. ADUs not within an existing structure shall be required to install a new or separate utility connection and be charged a connection fee and/or capacity charge. These charges shall be proportionate to the burden imposed by the ADU on the water or sewer system based on either its size or number of plumbing fixtures as determined by the city.

(B) *Impact Fees*. Impact fees charged for the construction of ADUs shall be consistent with Government Code Section 65852.2(f).

§ 153.329 OWNER OCCUPANCY

(A) *Owner Occupancy*. If the owner occupies the primary residential unit, the owner may rent the ADU to one party. If the owner occupies the ADU, the owner may rent the primary residential unit to one party. The owner may rent both the primary residential unit and the ADU together to one party who may not further sublease any unit(s) or portion(s) thereof. The owner shall be a signatory to any lease for the rented unit, for which the city may reasonably require a copy of to verify compliance with this chapter and shall be the applicant for any permit issued under this chapter. Owner occupancy for the primary dwelling or the ADU is not required for ADUs approved between January 2020 and January 2025. The rental of the ADU shall be longer than 30 days.

(B) *Ownership.* The ADU shall not be sold or held under a different legal ownership than the primary residence; nor shall the lot containing the ADU be subdivided.

§ 153.330 PROCESS AND TIMING

(A) *Approval process.* An ADU or JADU is considered and approved ministerially, without discretionary review or hearing, if it meets the minimum standards in this chapter.

(B) *Timing.* The city must act on an application to create an ADU or JADU within sixty (60) days from the date that the city receives a completed application, unless either:

(1) The applicant requests a delay, in which case the sixty (60) day time period is tolled for the period of the requested delay; or

(2) In the case of a JADU and the application to create a JADU is submitted with a permit application to create a new single-family dwelling on a lot, the city may delay acting on the permit application for the JADU until the city acts on the permit application to create a new single-family dwelling, but the application to create a JADU will still be considered ministerially without discretionary review or a hearing.

SECTION 3. *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, such decision shall not affect the validity of the remaining portion of this chapter or any part 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 4. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5: This Ordinance shall become effective thirty (30) days from and after its final passage (00/00/00, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on November 9, 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:

____
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

____
Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

____
Tom P. Hallinan
City Attorney

Zoning Chapter 153, Section 153.003 Definitions Mark-up

New Text is shown in underline; deleted text is shown by ~~strikethrough~~

§ 153.003 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. All words used in the present tense shall include the future tense; all words in the plural number shall include the singular number, and all words in the singular number shall include the plural number, unless the natural construction of the wording indicates otherwise.

ACCESSORY. A building, part of a building or structure or use which is subordinate to, and the use of which is incidental to that of the main building, structure or use on the same lot. Where an accessory building has a wall or a portion of a wall not less than four feet in length in common with a main building, such accessory building shall be considered a part of the main building.

ALLEY. Any public thoroughfare, not exceeding 30 feet in width, for the use of pedestrians and/or vehicles which affords only a secondary means of access to abutting property.

APARTMENT. A room or suite of two or more rooms which is designed for, intended for, and/or occupied by one family doing its own cooking therein.

BOARDING HOUSE. A dwelling other than a hotel or a residential care home, wherein lodging and meals are provided for compensation for more than five but not more than ten persons other than the immediate members of the proprietor's family.

BUILDING. (Includes the word ***STRUCTURE***.) Any structure having a roof supported by columns and/or walls and intended for the shelter, housing and/or enclosure of any persons, animal or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or any other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then such portion shall be deemed to be a separate building.

BUILDING, ACCESSORY. A subordinate building, the use of which is incidental to that of a main building on the same lot. Signs and fences are not to be considered as accessory buildings. Where an accessory building does not have a common wall of at least four feet in length with the main building on the same lot, it shall be considered detached.

BUILDING, MAIN. A building in which is conducted the principal use of the lot upon which it is situated. In any R district, any dwelling shall be deemed to be a main building upon the lot upon which the same is situated.

BUILDING HEIGHT. The vertical distance measured from the average level of the highest and lowest point of that building site covered by the building to the ridge or peak of the roof.

BUILDING LINE. A line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the full width of the lot.

BUSINESS or ***COMMERCE.*** The purchase, sale or other transaction involving the handling or disposition (other than as included in the term ***INDUSTRY*** as defined herein) of any article, substance or commodity for profit or livelihood, including office buildings, offices, shops for the sale of personal services, garages, outdoor advertising signs, automobile parts, automobile courts and recreational and amusement enterprises conducted for profit, but not including junk yards.

CARNIVAL. A traveling or itinerant commercial amusement enterprise consisting of sideshows, vaudeville, games, merry-go-rounds or other mechanical amusement devices temporarily located within the city. A ***CARNIVAL*** shall not be construed to include or mean a festival or amusement.

CIRCUS. A traveling or itinerant commercial amusement enterprise utilizing an enclosure of any kind, but usually circular or rectangular, partially surrounded by seats, used for exhibition or horsemanship, acrobatic performances, acts of clowns, feats of animal training or the like, temporarily located in the city.

CLUB. An association of persons for some common, nonprofit purpose but not including groups organized primarily to render a service which is customarily carried on as a business.

COMMUNICATIONS EQUIPMENT BUILDING. A building housing electrical and mechanical equipment necessary for the conduct of a public utility communications business, with or without personnel.

COMMUNITY DEVELOPMENT DIRECTOR. The Community Development Director of the City of Riverbank.

DAY CARE CENTER. Day care center means a dwelling or building or structure in which persons not of the immediate family are provided with care for compensation for a portion of the day not exceeding 12 hours in any 24 hour period. A day care shall not include 24 hour care and shelter.

DWELLING. A building or portion of a building designed for residential purposes, including one-family, two-family and multiple family dwelling but not including hotels, motels, boarding houses and lodging houses.

DWELLING GROUP. A group of two or more or detached or semi-detached single-family, two-family or multiple dwellings occupying a parcel of land in one ownership.

DWELLING, MULTIPLE. A building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in the building.

DWELLING, SINGLE-FAMILY RESIDENCE. A residential building containing one dwelling unit on one lot. All rooms within the single-family attached dwelling shall be interconnected. Single-family dwelling shall include a dwelling that is constructed for the purposes of providing supportive and transitional housing.

DWELLING, TWO FAMILY (DUPLEX). A detached building designed for and/or occupied exclusively for two families living independently of each other, but under one roof.

DWELLING UNIT. One or more rooms in a dwelling designed for occupancy by one family for living or sleeping purposes, and having only one kitchen.

DWELLING UNIT, ACCESSORY. An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: (A) an efficiency unit; and (B) a manufactured home.

DWELLING UNIT, JUNIOR ACESSORY. A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

E-CIGARETTE. Any electronic or battery operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of vapors, including nicotine or other substances, this includes but is not limited to an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vapor cigarette or any other product name or descriptor.

EFFICIENCY KITCHEN. Means a kitchen that includes each of the following:

(1) A cooking facility with appliances.

(2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

EFFICIENCY UNIT. Has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

EMERGENCY SHELTERS. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

EMPLOYEE HOUSING. Defined the same as Labor Camp per CA Health and Safety Act 17021.5 and 17021.6.

FAMILY. One or more persons occupying a dwelling unit and living as a single housekeeping unit, and distinguished from a group occupying a boarding house, lodging house, motel or hotel.

FAMILY DAY CARE CENTER. A day care center which also serves as the residence of the licensee.

FLOOR AREA. The sum of the gross horizontal areas of several floors of the building, excluding areas used for accessory garage purposes, and such basement and cellar areas as are devoted exclusively to uses accessory to the operations of the building. All horizontal dimensions shall be taken from the exterior faces of walls including walls or other enclosures or enclosed porches. Whenever the term is used in this title as a basis of requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, ***FLOOR AREA*** applies not only to the ground floor area but also to any additional stories or basement of the structure.

FLOOR AREA RATIO. The ratio of gross building floor area to total lot area expressed as such. Example: two square feet of gross floor area for each three square feet of total lot area would result in a floor area ratio of .66:1.

(Ord. 87-11, passed 7-27-87)

GARAGE. An accessory building or an accessory portion of the main building, enclosed on all sides, and with a clear vertical opening not to exceed nine feet and designed or used for the shelter or storage of passenger vehicles and located on the same lot as the dwelling to which it is accessory.

(Ord. 88-14, passed 11-28-88)

GARAGE, PARKING. A building used for the parking of more than three automobiles or trucks, whether free, for compensation, or as an accommodation.

GARAGE, PUBLIC. A building other than a private garage, enclosed on all sides and used for the care, repair or equipping of automobiles, or where such vehicles are kept for hire, sale or equipping.

GARAGE SALES, YARD SALES, MOVING SALE, PATIO SALES and ***SIMILAR USES.*** The retail sale of used or secondhand goods or merchandise in connection with a lawfully existing dwelling unit on property within any zoning district provided that:

(1) No such sale shall be conducted upon the same premises for more than three consecutive days nor on more than two separate occasions within any one calendar year.

(2) No such sale shall result in the use of more than two unlighted signs not exceeding three square feet each in area. The signs to be displayed only during such times as the sale is actually being conducted.

GUEST HOUSE. Living quarters within an accessory building for temporary use by guests of the occupants of the premises. The quarters shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling.

HOME OCCUPATION. Any occupation conducted primarily within a dwelling unit and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold except those which are produced on the premises. The home occupation must meet the requirements of §§ 153.265 through 153.267 of this chapter.

HOOKAH LOUNGE. Any facility, building, structure or location, whether fixed or mobile, where customers share a pipe commonly, but not always, made of glass, used for vaporizing and smoking tobacco, flavored tobacco, shisha, dried fruits, or other substances in which vapor or smoke is passed through a water basin before inhalation. Hookah lounge includes, but is not limited to the use of a communal hookah, waterpipe, shisha, narghile, or other such smoking device.

HOSPITAL, MENTAL. An institution licensed by the state to care for or treat persons having mental or nervous disorders.

HOTEL. Any building or portion thereof, containing six or more guest rooms used, designed or intended to be used by paying guests. A motel shall be considered a hotel.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted in the home and kept for company or pleasure and not for profit, such as dogs, cats and canaries, but not including a sufficient number of dogs or cats to constitute a kennel. Household pets may also include not more than a total of 12 chinchillas, hamsters, white mice or similar animals in combination.

JUNK YARD. The use of more than 200 square feet of the area of any parcel, lot, or contiguous lots or parcels for the storage or keeping of junk, including but not limited to scrap materials, surplus material, secondhand material or for the dismantling or wrecking of automobiles or other vehicles or machinery.

KENNEL. A place where four or more dogs or cats (or any combination of four or more dogs and cats) of four months of age or older are kept.

KITCHEN. Any room or space used, intended or designed to be used for cooking or for the preparation of food for one family.

LABOR CAMP. Any living quarters, dwelling, boarding house, tent, bunk house, camper, mobile home or other housing accommodation, maintained for five or more persons employed in connection with any agricultural work.

LOT. (Includes the word “plot.”) Land occupied or to be occupied by a building and its accessory buildings or by a dwelling group and its accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title for a building site in the district in which such lot is situated, and having its principal frontage on a street.

LOT, AREA. The total horizontal area included within the lot lines.

LOT, CORNER. A lot situated at the intersection of two or more streets, or bounded on two or more adjacent sides by street lines.

LOT, DEPTH. The average distance from the street line of the lot to its rear line measured in the general direction of the side lines of the lot.

LOT, FRONTAGE. That portion of a lot abutting a public street.

LOT LINES. The lines bounding a lot.

LOT, WIDTH. The distance between the side lines of a lot measured at the building setback line.

MOBILE HOME. A vehicle designed and equipped for human habitation as defined by the Cal. Health & Safety Code § 18008.

MOBILE HOME PARK. A lot or parcel of land which is used exclusively for the parking thereon of ten or more mobile homes for a rental charge or for rent or lease of mobile homes, and for appurtenant facilities for the exclusive use of the occupants such as laundry, rest rooms, recreation and storage facilities, and mobile home, dwelling or office facility for the owner or manager.

MOTEL. Any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed for temporary use by tourists or transients, with garage attached or parking space conveniently located to each unit, including auto parks, motor lodges, and tourist courts.

NONCONFORMING USE. A building or land occupied by a use that does not conform to the regulations for the district in which it is situated.

OUTDOOR ADVERTISING SIGN. Any card, cloth, paper, metal, painted glass, wooden, plaster, stone or other sign of any kind or character whatsoever placed for advertising purposes on the ground or on any tree, wall, bush, post, fence, building, structure or thing whatsoever.

OUTDOOR ADVERTISING STRUCTURE. Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including outdoor advertising statuary.

(Ord. 87-11, passed 7-27-87)

PARKING SPACE. An accessible and usable space on a building site of at least nine feet by 19 feet with access for the parking of automobiles. The length of the space may be reduced by two feet if landscaped planters of sufficient width are used as curb stops.

(Ord. 90-01, passed 1-22-90)

PLANNING COMMISSION. The City Planning Commission of the City of Riverbank.

PUBLIC TRANSIT. Means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

RECREATION VEHICLE. Either of the following:

(1) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

(a) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

(b) It contains 400 square feet or less of gross area measured at maximum horizontal projections.

(c) It is built on a single chassis.

(d) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(2) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

(a) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the traveling mode.

(b) It is built on a single chassis.

(c) It may only be transported upon the public highways with a permit.

(Cal. Health & Safety Code § 18010)

RESIDENTIAL CARE HOME. A home operated as a boarding home and in which nursing, dietary and other personal services are furnished to convalescent, invalid or aged persons in return for compensation; but in which are performed no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals and in which no persons are kept or served who normally would be admissible to a mental hospital.

ROOMING HOUSE. A dwelling, building or structure occupied by five or more persons who have agreed to pay a specific rent for a specific space as distinguished from guests subject to innkeeper's liability.

SAWMILL. Any structure or land used for the manufacture or remanufacturing of lumber or lumber products by the use of power equipment.

SERVICE STATION. A structure or area which is provided for the servicing, washing and fueling of motor vehicles, including minor repairs, and the storage and sale of merchandise and supplies, incidental thereto, provided, however, that the washing of automobiles shall be permitted only when no chain conveyor, blower or steam cleaning device is involved.

SHALL. Is mandatory and not directory.

STORY. The portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be considered a story. A basement shall not be considered a story when computing the height of a building.

STREET. A thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority for a thoroughfare, not less than 30 feet wide, which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURE. Anything constructed or erected which requires location on the ground or attached to something having a location on the ground but not including fences or walls used as fences not more than six feet in height or free-standing signs.

STRUCTURAL ALTERATIONS. Any changes in the supporting member of a building, such as bearing walls, columns, beams or girders.

SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

TANDEM PARKING. Means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

TARGET POPULATION. Persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Services Act (Division 4.5 (commencing with Section 4500 of the Cal. Welfare and Institutions Code)) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

TRANSITIONAL HOUSING. Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

TRUCK TERMINAL. The storage of one or more commercial trucks which have a body exceeding 12 feet in length in rear of the cab, or the storage of more than one truck of any type. A truck shall not be normally construed as a means of transportation in lieu of an automobile and not normally an accessory use to a dwelling.

USE. The purpose for which land or a building is designed, arranged, or intended or for which it is or may be occupied or maintained.

USE, ACCESSORY. A use incidental and secondary to the principal use of a lot or building located on the same lot as the accessory use.

USED CAR. Any automobile, pickup truck of no more than a one ton load rating or any van of no more than a one ton load rating.

VAPOR BAR. Any facility building, structure of location, whether fixed or mobile, where customers utilize a heating element that vaporizes liquid solution that releases nicotine or flavored vapor, including the use of e-cigarettes.

VETERINARY HOSPITAL. An establishment for the care and treatment of animals, including household pets, livestock and commercial poultry, all facilities to be within a completely enclosed building except for exercising runs and parking of automobiles.

WRECKING YARD. The use of more than 200 square feet of the area of and lot for the storage of immobile vehicles or the dismantling or wrecking of automobiles or other vehicles or machinery.

YARD. An open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward except as otherwise provided in this title.

YARD, FRONT. A yard extending across the front of the lot and lying between the front line and a line parallel thereto, and having a distance between such parallel lines equal to the required front yard depth as prescribed in each district.

YARD, SIDE. An area extending from the front lot line to the rear lot line, and lying parallel thereto, within the lot and having a distance between such parallel lines equal to the side yard width as prescribed in each district.

YARD, REAR. A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the buildings as prescribed for the district.

(Ord. 87-11, passed 7-27-87)

(`67 Code, § 10-1-3) (Am. Ord. 2015-002, passed 2-24-15; Am. Ord. 2015-009, passed 4-14-15; Am. Ord. 2017-010, passed 10-24-17)

Zoning Chapter 153, Section 153.325 Accessory Dwelling Units Mark-Up

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ACCESSORY DWELLING UNITS

~~**§ 153.325 GENERAL PROVISIONS; CONDITIONS.**~~

~~(A) *Location.* Accessory dwelling units may be permitted in any residential zone where it is demonstrated through site plan review compliance the established criteria for accessory dwelling units is met. Division (B) of this section shall be submitted by the applicant and reviewed by the Development Services Department. The Community Development Director shall approve the accessory dwelling unit site plan review where the established criteria are met within 120 days of application date.~~

~~(B) *Criteria.* The accessory dwelling unit may be established upon meeting the following criteria and approval of an accessory dwelling unit site plan application:~~

~~(1) To submit an accessory dwelling unit site plan application, the existing single-family residential unit shall be owner occupied at time of submittal.~~

~~(2) The accessory dwelling unit is not intended for sale and may be rented.~~

~~(3) The accessory dwelling unit shall be in compliance with applicable building, fire and other health and safety codes. Fire sprinklers shall not be required for an accessory dwelling unit if sprinklers are not required for the primary unit.~~

~~(4) The accessory dwelling unit shall be in compliance with underlying zoning requirements and regulations, except as may be provided in this chapter. Accessory dwelling units do not count towards density requirements.~~

~~(5) The accessory dwelling unit can be attached to the existing dwelling, located within the living area of the existing dwelling, or detached from the existing dwelling. The total living area of floor space for a detached accessory dwelling unit shall not exceed 1,200 square feet. Any increase in the floor area of an attached accessory dwelling unit shall not exceed 50% of the existing living area or 1,200 square feet, whichever is less. No passageway shall be required between the primary and the detached units.~~

~~(6) Water and sewer services must be adequate to serve the accessory dwelling unit. New detached accessory dwelling units and the expansion of existing homes to accommodate a new accessory dwelling unit shall require a new and/or separate utility connection, and may be subject to a connection fee and capacity charge.~~

~~(7) The accessory dwelling unit shall not exceed two stories or 35 feet.~~

~~(8) An accessory dwelling unit may be permitted on residential lots where there exists a single-family residential unit and there shall be no more than one accessory dwelling unit per lot. An accessory unit shall not be constructed without a primary residential unit (i.e. on a vacant lot).~~

~~(9) Off-street parking requirement for the accessory dwelling unit shall not exceed one parking space per unit if an efficiency or per bedroom.~~

~~(a) Off-street parking may be enclosed, covered or uncovered.~~

~~(b) No setback shall be required to convert (not expand) an existing garage.~~

~~(c) Setbacks of no more than five feet from the rear and side lot lines shall be required for accessory dwelling units constructed above a garage. This requirement shall be in addition to the off-street parking spaces required for the existing zone district.~~

~~(10) The accessory dwelling unit shall be clearly subordinate to the principle single-family dwelling unit on the lot.~~

~~(11) Addresses for accessory dwelling units shall be shown prominently on the frontage of the unit. Frontage should be located facing a street or an alleyway and/or have a well-defined entry area.~~

~~(12) An accessory dwelling unit site plan application shall include the following:~~

~~(a) Elevation plan of the existing and proposed unit(s) on the project property;~~

~~(b) A vicinity map showing all existing structures on adjacent properties;~~

~~(c) Lot coverage - not to exceed 50%;~~

~~(d) Vehicular and pedestrian access to the accessory dwelling unit and the relationship with the existing single-family dwelling;~~

~~(e) The accessory dwelling unit shall be of the same color, materials, and architectural design as the existing and shall avoid impacts to historical properties;~~

~~(f) Payment of a site plan approval fee as established by City Council resolution;~~

~~(g) Common open space and/private open space; and~~

~~(h) Drought tolerant landscape plans.~~

~~(C) *Definitions.* As used in this section, the following terms mean:~~

~~(1) ***LIVING AREA.*** The interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.~~

~~(2) ***LOCAL AGENCY.*** A city, county, or city and county, whether general law or chartered.~~

~~(3) For purposes of this section, ***NEIGHBORHOOD*** has the same meaning as set forth in Cal. Gov't Code § 65589.5.~~

~~(4) ***ACCESSORY DWELLING UNIT.*** An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. For purposes of this section, a single family home or~~

~~accessory structure shall be considered "existing" if a final certificate of occupancy was issued prior to January 1, 2017. An accessory dwelling unit also includes the following:~~

~~(a) An efficiency unit, as defined in Cal. Health and Safety Code § 17958.1.~~

~~(b) A manufactured home, as defined in Cal. Health and Safety Code § 18007.~~

~~(c) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.~~

~~('67 Code, § 10-21-01) (Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2017-010, passed 10-24-17)~~

~~***Statutory reference:***~~

~~*Second residential units, see Cal. Gov't Code § 65852.2*~~

§ 153.325 PURPOSE

(A) This section provides standards by which the city shall evaluate and ministerially approve an application for the siting and construction of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) on a lot with an existing or proposed dwelling located in areas zoned to allow single-family or multifamily residential uses in compliance with California Government Code Sections 65852.2 and 65852.22, as may be amended.

§ 153.326 PERMITTED LOCATIONS AND TYPES

(A) ADUs are permitted in all zone districts allowing single-family or multifamily residential uses on lots developed with existing or proposed dwellings.

(B) An ADU may be established in the following methods:

(1) Attached to, or located within, an existing or proposed primary dwelling.

(2) A new detached structure, or located within or attached to an accessory structure, including detached garages or similar structures.

(3) Conversion of existing attached or detached accessory structures, including garages, storage areas, or similar structures.

(4) Reconstruction of an existing structure or living area that is proposed to be converted to an ADU, or a portion thereof, in the same location and to the same dimensions and setbacks as the existing structure.

(C) One ADU and one JADU may be established per lot with a proposed or existing single-family if all of the following apply:

(1) The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion

of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(2) The space has exterior access from the proposed or existing single-family dwelling.

(3) The side and rear setbacks are sufficient for fire and safety.

(D) One JADU may be established within the space of an existing or proposed single-family residence, on a lot that is zoned to allow single-family residential uses.

(E) A JADU may be established within the space of the primary dwelling in combination with the construction of one detached, new construction ADU not exceeding one thousand two hundred (1,200) square feet and a height of sixteen (16) feet with four-foot (4') side and rear yard setbacks.

(F) ADUs shall be permitted on lots developed with existing multifamily dwellings subject to the following provisions:

(1) A minimum of one ADU may be constructed, or up to twenty-five percent (25%) of the existing unit count, within non-livable space, including, but not limited to, storage rooms, passageways, attics, basements, or closets.

(2) The construction of two detached ADUs, subject to a maximum height of sixteen (16) feet, and four-foot (4') side and rear setbacks. In this case, only two detached ADUs are permitted on lots developed with existing multifamily dwellings.

§ 153.327 DEVELOPMENT STANDARDS

(A) ADUs shall comply with the following development standards:

(1) ADU Type, Location & Size:

(a) Attached Unit. An ADU attached to an existing primary dwelling shall not exceed fifty percent (50%) of the total existing or proposed living area of the primary dwelling.

(b) Detached Unit. An ADU structurally independent and detached from the existing or proposed primary dwelling shall not exceed one thousand two hundred (1,200) square feet.

(c) ADUs shall have independent exterior access from the primary dwelling. No passageway to the primary dwelling shall be required.

(d) ADUs shall not be required to provide fire sprinklers if they were not required for the primary residence.

(2) JADU Location, Size, and Standards.

(a) A JADU shall be constructed entirely within an existing or proposed primary dwelling and shall not exceed fire hundred (500) square feet.

(b) JADUs shall have an independent exterior entrance from the primary dwelling but may also include shared access between two units.

(c) A JADU, at a minimum, shall include an efficiency kitchen as defined in Section 153.003.

(d) The property owner shall reside in either the principal dwelling unit or the junior accessory dwelling unit.

(e) Prior to the issuance of a building permit for the JADU, the property owner shall file with the city a deed restriction for recordation with the County Recorder, which shall run with the land and include provisions listed in Government Code Section 65852.22 and state the following:

The property contains an approved accessory dwelling unit pursuant to Chapter 153 of the Riverbank Municipal Code and is subject to the restrictions and regulations set forth in that chapter. These restrictions and regulations generally address development regulations, owner occupancy, and lease requirements, limitations on the size of the accessory dwelling unit and parking requirements. Current restrictions and regulations may be obtained from the city of Riverbank planning division. These restrictions and regulations shall be binding upon any successor in ownership of the property.

(3) Setbacks.

(a) Have minimum interior side and rear setbacks of four (4) feet and street side setback of ten (10) feet.

(b) No setback shall be required for an existing living are or accessory structure in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an ADU, and a setback of no more than four (4) feet from the side and rear lot lines shall be required for an ADU that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(c) Setback from Structures. Setback from other structures on the parcel shall be consistent with the city-adopted building code.

(4) Height. Not to exceed one story or sixteen (16) feet in height, except that an ADU may be constructed above a garage to a maximum height of thirty-five (35) feet.

(5) Location on Parcel. An ADU shall be located within the side or rear yard of the parcel. An ADU shall not be located within the front yard setback.

(B) Compatibility. The ADU should be designed and constructed to be compatible with the existing house as to height, style, materials, and colors.

(C) Access. Doorway access shall be provided either to the side or the rear of the ADU. Direct doorway access to the front yard is prohibited.

(D) Off-Street Parking.

(1) At least one additional off-street parking space shall be provided for the ADU or per bedroom, whichever is less, unless otherwise exempt under Section 153.327(E).

(2) The parking spaces required for the ADU can be in tandem to the required off-street parking of the main dwelling unit, may be uncovered, and can be located within the front yard setback as long as all other yard requirements are met.

(3) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(E) Off-Street Parking Exemption. Off-street parking shall not be imposed in any of the following instances:

(1) The ADU is located within one-half mile walking distance of public transit.

(2) The ADU is located within an architecturally and historically significant historic district.

(3) The ADU is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the ADU.

(5) When there is a car share vehicle located within one block of the ADU.

(F) Mobilehomes or Manufactured Housing. Mobilehomes or manufactured housing on permanent foundations shall be permitted as an ADU, only if they are installed on permanent foundations, the mobilehome or manufactured housing complies with the 1974 National Manufactured Housing Construction and Safety Act and is ten (10) years or newer. Recreational vehicles, including but not limited to motor homes, travel trailers, tent trailers, fifth wheel trailers, and house boats do not qualify as an ADU as defined in this Section.

(G) Density. An accessory dwelling or junior accessory dwelling unit is not considered to increase the density of the lot upon which it is located and is a residential use that is consistent with the existing general plan and zoning designation for the lot.

(H) Zoning and Building Requirements. The ADU shall comply with other zoning and building requirements generally applicable to residential construction in the applicable zone where the property is located.

§ 153.328 UTILITIES AND IMPACT FEES

(A) Utility Service. Adequate roadways, public utilities and services shall be available to serve the ADU. ADUs shall not be considered new residential uses for the purposes of calculating connection fees or capacity charges for sewer and water. Installation of a separate direct connection between an ADU contained within an existing structure and the utility shall not be required. ADUs not within an existing structure shall be required to install a new or separate utility connection and be charged a connection fee and/or capacity charge. These charges shall be proportionate to the burden imposed by the ADU on the water or sewer system based on either its size or number of plumbing fixtures as determined by the city.

(B) Impact Fees. Impact fees charged for the construction of ADUs shall be consistent with Government Code Section 65852.2(f).

§ 153.329 OWNER OCCUPANCY

(A) Owner Occupancy. If the owner occupies the primary residential unit, the owner may rent the ADU to one party. If the owner occupies the ADU, the owner may rent the primary residential unit to one party. The owner may rent both the primary residential unit and the ADU together to one party who may not further sublease any unit(s) or portion(s) thereof. The owner shall be a signatory to any lease for the rented unit, for which the city may reasonably require a copy of to verify compliance with this chapter and shall be the applicant for any permit issued under this chapter. Owner occupancy for the primary dwelling or the ADU is not required for ADUs approved between January 2020 and January 2025. The rental of the ADU shall be longer than 30 days.

(B) Ownership. The ADU shall not be sold or held under a different legal ownership than the primary residence; nor shall the lot containing the ADU be subdivided.

§ 153.330 PROCESS AND TIMING

(A) Approval process. An ADU or JADU is considered and approved ministerially, without discretionary review or hearing, if it meets the minimum standards in this chapter.

(B) Timing. The city must act on an application to create an ADU or JADU within sixty (60) days from the date that the city receives a completed application, unless either:

(1) The applicant requests a delay in which case the sixty (60) day time period is tolled for the period of the requested delay; or

(2) In the case of a JADU and the application to create a JADU is submitted with a permit application to create a new single-family dwelling on a lot, the city may delay acting on the permit application for the JADU until the city acts on the permit application to create a new single-family dwelling, but the application to create a JADU will still be considered ministerially without discretionary review or a hearing.

City of Riverbank
Planning Commission
Resolution No. 2021-018

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF AN ORDINANCE AMENDING TITLE XV: LAND USAGE, SECTION §153.003: DEFINITIONS AND SECTION §153.325: ACCESSORY DWELLING UNITS.

WHEREAS, effective January 1, 2020, Assembly Bill 671, Senate Bill 13, Assembly Bill 68, Assembly Bill 881, and Assembly Bill 587 amended Sections 65583, 65852.2, 65852.22 and 65852.26 of the Government Code, adding Sections 17980.12 and 50504.5 to the Health and Safety Code, and Assembly Bill 670 added Section 4751 to the Civil Code, and effective January 1, 2021, Assembly Bill 3182 amended Section 65852.2 of the Government Code and Section 4740 of the Civil Code and added Section 4741 of the Civil Code, changing the requirements for local governments related to accessory dwelling units and junior accessory dwelling units; and

WHEREAS, State law provides that a local agency may adopt an ordinance that provides ministerial approval of accessory dwelling units in any zone that allows residential use, and junior accessory dwelling units in any zone that allows single-family residences, subject to applicable development standards; and

WHEREAS, the proposed amendments to the Riverbank Municipal Code implement the requirements of State law and add local policies that are within the scope of the State law; and

WHEREAS, on October 6, 2021, notice of the Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the Planning Commission held a public hearing on October 19, 2021, to consider the proposed amendments to the Riverbank Municipal Code ("RMC") Sections §153.003 and §153.325 and with a 5-0 vote, recommended approval of the ordinance to the City Council; and

WHEREAS, the proposed amendment complies with the General Plan in that "the City will encourage re-use of vacant or underutilized land in the Infill Opportunity Area through policies that seek to encourage more intense infill development (Policy LAND-2.4)", "the City will encourage "compact development," which places origination and destination points closer together (residence, stores, schools, places of work, etc.), allowing for alternatives to vehicular travel (Policy LAND-3.3)", and "Infill development will be given priority to remaining capacity for water supply and delivery, wastewater treatment and conveyance, stormwater collection and conveyance, and other services and infrastructure currently in place. Development impact fees shall reflect the existing capacity to serve infill development areas. Any urban development of new growth areas shall plan and finance necessary infrastructure and service expansion to serve those areas (Policy LAND-5.2)"; and

WHEREAS, the amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061(b)(3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, The Riverbank Planning Commission made the following findings:

1. The proposed Zoning Ordinance Amendments are consistent with the City's General Plan Land Use and Housing Elements, as enumerated in the General Plan Consistency section of the Staff Report.

2. The proposed Zoning Ordinance Amendments further the public interest, convenience, and general welfare of the City. The amendments would ensure consistency of the Riverbank Municipal Code with the General Plan and State law, and update zoning standards that are relevant to the current development trends and local and regional housing needs.

NOW THEREFORE, BE IT RESOLVED the City of Riverbank Planning Commission forwards its recommendation to the City Council to adopt draft Ordinance No. 2021-XXX (Exhibit A).

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 19th of October 2021, motioned by Vice Chair Link, seconded by Commissioner Fenrich, and upon roll call was carried by the following vote 5-0:

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

NOES:

ABSENT:

ABSTAIN:

Attest:

Donna M. Kenney

Donna M. Kenney,
Planning and Building Manager

Approved:

Joan Stewart

Joan Stewart, Chairperson
Planning Commission

RIVERBANK CITY COUNCIL AND LOCAL REDEVELOPMENT AUTHORITY BOARD AGENDA ITEM NO. 9.2

SECTION 9:UNFINISHED BUSINESS

Meeting Date:	December 14, 2021
Subject:	A **Resolution** of the Riverbank City Council and Local Redevelopment Authority Board Approving a Purchase and Sale Agreement for Parcels 2 and 2A at the Riverbank Industrial Complex with Aemetis Properties Riverbank, LLC
From:	Sean Scully, City Manager George Schlossberg, LRA Counsel Barbara Brenner, City Attorney

RECOMMENDATION

It is recommended that the City Council and LRA Board adopt the Resolution to approve a Purchase and Sale agreement with Aemetis Properties Riverbank, Inc. for Parcels 2 and 2A at the Riverbank Industrial Complex.

BACKGROUND – HISTORY OF RIVERBANK INDUSTRIAL COMPLEX

The Riverbank Army Ammunition Plant (the "RAAP") located at 5300 Claus Road opened in 1943 as an aluminum reduction plant for military supplies during World War 2. One year later the RAAP was shuttered and was primarily used for military storage for the next 8 years. In 1952, the United States Army ("Army") contracted the Norris Thermador Corporation to manage the property and produce ammunition supplies for the military. At the height of production, as many as 3,500 individuals were employed on the site. In the 1990s as production slowed, the Army leased excess space on the site to private tenants through the Army's Armament Retooling and Manufacturing Support program.

In 2005, the RAAP was selected for closure as part of the "Base Realignment and Closure" process. Ammunition production operations were then moved to Rock Island, Illinois. The closure of the RAAP had the potential to create a serious adverse impact on local employment. In anticipation of the closure, and pursuant to the Defense Base Closure and Realignment Act of 1990 ("Base Closure Act"), the Riverbank City Council ("City Council") formed a Local Redevelopment Agency ("LRA"). The LRA Board was comprised of the City Council with the goal of creating and implementing a reuse plan to foster economic development at the site. Between 2007 to 2008 the LRA developed a detailed Reuse Plan for the site in anticipation of requesting a "No-Cost Economic

Development Conveyance" of the property from the Army to the City of Riverbank ("City"), all in accordance with the Base Closure Act. The Economic Development Conveyance process allows local governments to request that the Federal Government transfer retired military installations to local government control for economic development projects. In 2009 the LRA Board approved submission of an Economic Development Conveyance application to the Secretary of the Army. The application was approved in 2011 for Parcel A (main base portion), Parcel B (vacant parcel to the North of the main base), and the Stormwater Parcel. (*See* attached site map for parcel illustrations).

Beginning in 2010, pursuant to a series of interim leases with the Army, the LRA became responsible for leasing, operations, coordinating environmental cleanup, and maintenance at the Riverbank Industrial Complex. In 2012, the LRA initiated a Request for Proposals ("RFP") for a Master Developer to take over operation of the Riverbank Industrial Complex. The 2012 RFP was eventually abandoned. In 2013, building off the original "Reuse Plan" composed in 2008, the LRA created a comprehensive industrial specific plan for the RAAP site (the "RAAP Specific Plan") and also certified the associated Environmental Impact Report ("Specific Plan EIR"). During the LRA's management of the Riverbank Industrial Complex, the Riverbank Industrial Complex has become a hub for a variety of "green" type businesses including manufacturers specializing in creating products from recycled materials. The focus of the RAAP Specific Plan is to create a type of green industrial business park. The Riverbank Industrial Complex has become home to over 40 businesses and has been an economic catalyst in the community. The City and LRA seek to further build upon such positive growth.

In 2017 the LRA Board made the policy decision that long-term LRA management of the facility would not be feasible. The primary reason behind this decision was that partnership with the private sector would be the best course to successfully redevelop the site. Therefore, the LRA initiated a second RFP seeking Master Developer interest. In 2017 an RFP was issued and Aemetis, Inc ("Aemetis") was selected as the top-ranked respondent. Since 2017, LRA staff and Aemetis have been involved in a lengthy and complicated negotiation for the different parcels located in the Riverbank Industrial Complex.

AEMETIS

Founded in 2006, Aemetis is a company that focuses on renewable fuels and biochemicals. Aemetis' core focus is on replacement of petroleum fuels with first-generation ethanol and biodiesel. Aemetis currently operates a large-scale ethanol production facility in Keyes (just off Highway 99), which produces approximately 60 million gallons of ethanol per year. Aemetis is a publicly traded company on the NASDAQ stock exchange (symbol AMTX).

By transferring all City-controlled parcels at the Riverbank Industrial Complex to Aemetis, the City and Aemetis intend for Aemetis to take over responsibility for managing the Riverbank Industrial Complex. This includes ongoing leasing responsibilities, security, tenant management, and maintenance. The LRA will still have some minor involvement in the site relating to overseeing the environmental cleanup and economic development efforts. Future development at the site will require additional public infrastructure and permitting. With the planned ethanol Aemetis plant to be located on Parcel A as the anchor and the remainder of the site planned for other integrated industrial uses, the site has the potential to become a rare industrial hub on the east side of Stanislaus County.

Separately from the plant at Parcel A, Aemetis has teamed up with local developer Cary Pope to develop the vacant portions of the site in accordance with the RAAP Specific Plan (which includes Parcel B as well as portions of Parcels 2 and 2A). Development plans would involve dividing and mapping the property, infrastructure, and eventual development of industrial facilities and/or industrial shell buildings for future businesses.

TRANSFER PROCESS FOR PARCELS 2 AND 2A:

The transfer process for Parcels 2 and 2A is different compared to the transfer process for Parcels A and B. Parcels 2 and 2A **are not** identified as parcels to be transferred to the LRA at no cost under the Economic Development Conveyance process. Instead, these parcels along with Parcels 1 and 1A (the southern end cap parcels) were retained by the Army to sell at fair market value when the parcels are released for sale. In order to facilitate the City's redevelopment plan for the Riverbank Industrial Complex, the Army agreed to allow the City to purchase Parcels 2 and 2A through a "Negotiated Sale" rather than participate in an open market bid process. After the City acquires Parcels 2 and 2A from the Army by Negotiated Sale, the City intends to sell Parcels 2 and 2A to Aemetis. The attached agreement would memorialize the City's subsequent resale of Parcels 2 and 2A to Aemetis after the City acquires the parcels from the Army. The City's acquisition and subsequent transfer of Parcels 2 and 2A to Aemetis is critical to the overall redevelopment of the site. Parcels 2 and 2A are adjacent to Parcel A (main base parcel) and Parcel B (northern parcel). Aemetis intends to develop Parcels 2 and 2A in connection with plant operations on Parcel A and also for other integrated industrial development.

At this time, the Army has not yet released Parcels 2 and 2A for sale; however, the Army has agreed in concept to sell the parcels to the City, with the understanding that the City will sell the parcels to Aemetis after all federal, state and local environmental hurdles are complete. The City will sell Parcels 2 and 2A to Aemetis at the same price the City pays to the Army, plus fifty thousand ($50,000.00) to cover the City's expenses of undertaking the transaction on behalf of Aemetis.

The Army will sell Parcels 2 and 2A to the City for fair market value. Since Parcels 2 and 2A are not subject to the no-cost Economic Development Conveyance process, the City will not be bound by the many Economic Development Conveyance rules and regulations that govern the transfer of Parcel A, Parcel B, and the Stormwater Parcel.

If sold to Aemetis, Aemetis will be required to develop Parcels 2 and 2A consistent with the RAAP Specific Plan. Parcels 2 and 2A will also be subject to any specific covenant restrictions placed on the properties by the Army. There is not yet an expected date for the City's acquisition of Parcels 2 and 2A from the Army; however, the Army process for making these parcels available for purchase has been underway for a number of years and it is anticipated that the City will acquire the parcels from the Army in the near term.

The attached agreement between the City and Aemetis sets forth the total amount of the negotiated sale price for Parcels 2 and 2A, which will be the price that the City pays the Army, plus an additional $50,000 for administrative expenses.

SURPLUS LAND ACT COMPLIANCE:

Pursuant to the Surplus Land Act, state law requires the City to follow certain procedures before disposing of surplus land, unless an exemption applies. The City cannot complete a sale of Parcels 2 and 2A to Aemetis until the City has fully complied with the requirements of the Surplus Land Act. City Staff has communicated with the California Department of Housing & Community Development regarding compliance with the Surplus Land Act for the City-controlled parcels at the Riverbank Industrial Complex. The City cannot complete the required state procedures for Parcels 2 and 2A until the City becomes the actual owner of the properties. The Agreement provides that the City cannot convey Parcels 2 and 2A to Aemetis until compliance with the Surplus Land Act is complete.

FINANCIAL IMPACT:

The financial impacts and other benefits to the City from transferring control of the Riverbank Industrial Complex can be summarized in three key areas:

1) Immediate Financial Impact
2) Economic Development Impact
3) Spillover Impact

Immediate Financial Impact: The purchase and resale of Parcels 2 and 2A are designed as a "pass-through" agreement: The City would purchase Parcels 2 and 2A for the designated price as determined by the Army (based on an internal appraisal process carried forth by the Army), and then would subsequently sell those same parcels to Aemetis for the same acquisition price. The sale price to Aemetis will include $50,000.00 to cover City administrative expenses and the lengthy staff and consultant time already incurred in coordinating this transaction.

Economic Development Impact: It is early in the transfer and development process to precisely quantify the economic benefits from this purchase and sale. Generally, however, City Staff believes there is significant financial benefit to transferring the entire site to a single Master Developer (Aemetis) to carry out a large-scale industrial redevelopment project. At buildout, the City would expect increased property taxes, increased sales taxes, and increased economic activity to existing local businesses. Due to the scale and scope of the existing industrial site and areas planned for development, selling Parcels 2 and 2A to Aemetis is expected to increase local revenues.

Spillover Impact: Redeveloping the site also has the potential to create spillover benefits by attracting new businesses inside and outside the site. Construction and then operation of the site would bring new employers and employment opportunities to Riverbank. Existing local businesses could benefit by providing goods and services during construction and to new businesses after buildout. Moreover, by serving as a large-scale industrial hub, the site presents a rare opportunity for the City to add to its human capital by adding specialized expertise and industrial trades. City Staff does not see this development as a confined project, but expects the economic benefits to flow outside the site to local residents, local businesses, and the region at large.

ENVIRONMENTAL REVIEW

Approval of the attached agreement is not a "project" under the California Environmental Quality Act ("CEQA") (Cal. Code Regs., tit. 14 ("CEQA Guidelines"), § 15378). The attached agreement only contains terms for sale, such as purchase price and closing procedures. The attached agreement does not approve any development plans for Parcels 2 and 2A. Any future discretionary approvals for development of Parcels 2 and 2A would be subject to subsequent CEQA review at the time of such future discretionary approvals. Execution of the agreement does not have any potential to cause reasonably foreseeable physical adverse changes to the environment, and therefore does not constitute a project pursuant to CEQA.

In addition, the attached agreement provides for the sale of government surplus real property, and is therefore exempt from CEQA. (CEQA Guidelines, § 15312.)

Finally, the Specific Plan EIR applies to development of the Riverbank Industrial Complex. Any future development at the Riverbank Industrial Complex would be subject to subsequent environmental review in accordance with CEQA. City Staff has determined that the terms of the attached agreement are consistent with the RAAP Specific Plan and the Specific Plan EIR, as none of the circumstances described in CEQA Guidelines Section 15162 exist.

ATTACHMENTS

1. Resolution No. 2021-_____
2. Site Map
3. Purchase and Sale Agreement for Parcels 2/2A between City of Riverbank and Aemetis

CITY OF RIVERBANK

RESOLUTION NO. _____

A RESOLUTION OF THE RIVERBANK CITY COUNCIL AND LOCAL REDEVELOPMENT AUTHORITY BOARD APPROVING A PURCHASE AND SALE AGREEMENT FOR PARCELS 2 AND 2A AT THE RIVERBANK INDUSTRIAL COMPLEX WITH AEMETIS PROPERTIES RIVERBANK, LLC

WHEREAS, the Riverbank Army Ammunition Plant ("RAAP"), located at 5300 Claus Road in the City of Riverbank ("City") was formerly owned and operated by the United States Army ("U.S. Army"). The RAAP and its surrounding area is currently known as the "Riverbank Industrial Complex" and encompasses approximately 146 acres ("RAAP Site"); and

WHEREAS, in 2005, the RAAP was selected for closure as part of the Defense Base Closure and Realignment Act ("Base Closure Act"). In accordance with the Base Closure Act, the U.S. Army ceased operations at the RAAP Site on March 31, 2010; and

WHEREAS, since the conclusion of U.S. Army operations at the RAAP Site, under a lease agreement between the U.S. Army and the City's Local Redevelopment Authority ("Riverbank LRA"), the Riverbank LRA has been responsible for subleasing, operating, maintaining, and coordinating environmental cleanup at the RAAP Site; and

WHEREAS, under the Base Closure Act, by means of an Economic Development Conveyance (32 C.F.R. § 174.9 et seq.), the Office of the Secretary of Defense may transfer the real and personal property of former military installations to a local redevelopment agency for purposes of economic development; and

WHEREAS, in 2009, the Riverbank LRA submitted an Economic Development Conveyance application to the Secretary of the Army ("Secretary") to acquire certain portions of the RAAP Site; and

WHEREAS, in 2011, the Secretary approved the City's Economic Development Conveyance application for certain parcels at the RAAP Site that in total amount to approximately 105 acres; and

WHEREAS, in February 2014, the City adopted the Riverbank Army Ammunition Plant Specific Plan ("RAAP Specific Plan") to guide future development at the RAAP Site, and certified the Final Environmental Impact Report for the RAAP Specific Plan ("Specific Plan EIR") (SCH No. 2011022015); and

WHEREAS, the RAAP Specific Plan provides for mostly industrial development, and establishes the zoning, development standards, and allowable uses at the RAAP

Site. The Specific Plan EIR analyzes the potential environmental impacts of the zoning changes at the RAAP Site and implementation of the RAAP Specific Plan; and

WHEREAS, effective as of September 11, 2017, the City and the U.S. Army executed an agreement providing for an *Economic Development Conveyance of the Former Riverbank Army Ammunition Plant* ("EDC Agreement"). The EDC Agreement provides for the conveyance of three parcels to the Riverbank LRA: Parcel A (consisting of approximately 77.678 acres), Parcel B (consisting of approximately 24.40 acres), and the Northwest Storm Water Reservoir Parcel ("Stormwater Parcel" consisting of approximately 3.25 acres); and

WHEREAS, Parcels 2 and 2A (collectively, the "Property") are not included in the EDC agreement. The Army has agreed to a "negotiated sale" process whereby the Army negotiates the sale of those parcels directly to the City of Riverbank; and

WHEREAS, in 2017, the Riverbank LRA decided that transferring the acquired parcels to private ownership was the most feasible course to redevelop the RAAP Site. The City issued a Request for Proposals to seek master developer interest in the RAAP Site. The City selected Aemetis, Inc ("Aemetis") as the top respondent. Since this time, the City has been negotiating purchase and lease agreements with Aemetis for the RAAP Site parcels under Riverbank LRA control; and

WHEREAS, the City and Aemetis have negotiated a purchase and sale agreement for Parcels 2 and 2A, attached and incorporated hereto ("Agreement"). The Agreement provides the purchase and sale terms to Aemetis after the City acquires the Property from the Army; and

WHEREAS, development of the Property is subject to the RAAP Specific Plan; and

WHEREAS, the purpose of this Resolution is to authorize the execution of the attached Agreement with Aemetis for the Property, subject to compliance with the Surplus Land Act (Gov. Code, § 54220 et seq.).

NOW, THEREFORE, BE IT RESOLVED, based upon its independent review and judgment, on the basis of substantial evidence in light of the entire record, that the City Council and Local Redevelopment Authority of the City of Riverbank hereby resolve as follows:

1. Approval of Agreement. The City Council and Local Redevelopment Authority of the City of Riverbank hereby approve the attached Agreement with Aemetis for Parcels 2 and 2A. The City Council and Local Redevelopment Authority hereby authorize the Mayor or his or her appointee to execute the Agreement, and to take all acts necessary and incidental to satisfy the terms of the Agreement and to carry out the purposes of this Resolution. Transfer of Parcels 2 and 2A to Aemetis shall not occur until the City has completed compliance with the Surplus Land Act, as provided for by the conditions in the attached Agreement.

2. Environmental Determination. The City Clerk is hereby authorized to file a Notice of Exemption for this Resolution pursuant to the California Environmental Quality Act ("CEQA"). The City Council and Local Redevelopment Authority hereby find that (i) approval of the Agreement is not a "project" pursuant to CEQA (Cal. Code Regs., tit. 14 ("CEQA Guidelines"), § 15378), (ii) is exempt as sale of surplus government property (CEQA Guidelines, § 15312), and (iii) is within the scope of the Specific Plan EIR and that no subsequent environmental document is required at this time, as none of the circumstances described in CEQA Guidelines Section 15162 exist.

PASSED AND ADOPTED by the City Council and Local Redevelopment Authority 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 vote of ___:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

____

Annabelle Aguilar, CMC
City Clerk

APPROVED:

____

Richard D. O'Brien
Mayor

Site Map

PARCEL B *
24.40 ACRES
STORMWATER RETENTION
POND
3.25 ACRES
PARCEL 2
18.30 ACRES
PARCEL 2A
3.30 AC.
MAIN PARCEL
77.67 ACRES
PARCEL 1
8.45 ACRES
PARCEL 1A
4.37 ACRES
*Transferred to RCLRA
in Oct 2017

EXECUTION VERSION
12/07/2021

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is made and entered into as of _______________, 2021 ("**Effective Date**"), by and between the **CITY OF RIVERBANK, CALIFORNIA** ("**Seller**"), and **AEMETIS PROPERTIES RIVERBANK**, a Delaware corporation ("**Buyer)**. Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The former Riverbank Army Ammunition Plant ("**RBAAP**") was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (part A of title XXIX of Public Law No. 101-510, 10 U.S.C. § 2687 note; as amended, the "**Base Closure Act**"). The military mission at RBAAP was concluded on March 31, 2010. In accordance with the Base Closure Act, Seller was recognized by the Office of the Secretary of Defense as the local redevelopment authority for RBAAP.

B. Seller and the Army (hereinafter the **"Army")** executed an *Agreement between United States Department of the Army and the City of Riverbank for the Economic Development Conveyance of the Former Riverbank Army Ammunition Plant located in Riverbank, Stanislaus County, California,* on September 11, 2017 (the "**EDC Agreement**").

C. The EDC Agreement anticipates the division of the RBAAP into several parcels shown on the map attached as **Exhibit A**. The Army has designated certain parcels labeled on Exhibit A as Parcels 2, and 2a, the legal descriptions for which are attached as **Exhibit B**, that are not subject to the EDC Agreement, and are subject to public sale pursuant to Subsection 545(b)(8) of Title 40, United States Code (collectively, the "**Army Sale Parcels**").

D. At Buyer's request, Seller has asked to purchase the Army Sale Parcels from the Army, and the Army has indicated a willingness to convey the Army Sale Parcels to Seller through a negotiated sale.

E. On June 18, 2020 the Army presented Seller with an Offer to Purchase Real Property Riverbank Army Ammunition Plant Parcel 2 (the "**Parcel 2 Offer**") a copy of which is attached hereto as **Exhibit C-1**, and an Offer to Purchase Real Property Riverbank Army Ammunition Plant Parcel 2A (the "**Parcel 2A Offer**") (collectively, the Parcel 2 Offer and the Parcel 2A Offer, and/or any subsequent or replacement offers, are referred to as the "**Army Offer**"). The proposed combined sales and purchase prices set forth in the original June 18, 2020 Army Offer for the Army Sale Parcels is $1,427,000.00 (the "**Sale Price**"). The Army has temporarily withdrawn the Army Offer for each of Parcels 2 and 2A. This Agreement is intended to apply when Army is ready to close on sale of the Army Sale Parcels, either pursuant to the existing Army Offer or to any future offer when made available by the Army.

AGREEMENT

In consideration of the mutual covenants herein, Seller and Buyer agree as follows:

1. Agreement to Sell and Purchase. Seller hereby agrees to acquire the Army Sale Parcels from the Army, sell the Army Sale Parcels to Buyer, and Buyer hereby agrees to purchase from Seller, the Army Sale Parcels, subject to the terms of this Agreement. Seller further agrees that it will not enter into any other sales, lease, license, or other agreement related to the use or disposition of the Army Sale Parcels without the consent of Buyer.

2. Sale Price and Deposit. The Sale Price and the deposit required by the Army pursuant to the Army Offer shall be paid by Buyer to Seller for the Army Sale Parcels and Seller shall pay such funds to the Army at the times required by the Army Offer.

3. Form of Deed. Seller will convey the Army Sale Parcels to Buyer by Quitclaim Deed substantially in the form attached hereto as **Exhibit D**. At any time prior to closing, Buyer may designate one or more affiliates of Buyer to receive ownership to each of the Army Sale Parcels and be named as a counterparty to the deed and closing documents.

4. Closing Costs. In addition to the Sale Price, upon and subject to closing on the transfer of property from Seller to Buyer, Buyer will pay through the escrow all third-party escrow, title, transfer, and similar closing costs associated with the Army's transfer to Seller and with Seller's transfer to Buyer, including a stipulated amount of $50,000 for Seller's consultant and attorney fees. Except as specified in this Paragraph, all Parties shall pay their own costs associated with this Agreement.

5. Closing Date. Payment of the Sale Price by Buyer to Seller and conveyance of the Army Sale Parcels from Seller to Buyer, shall occur concurrently with Seller's purchase of the Army Sale Parcels from Army, at such time and place as may be mutually agreed to by the Parties. Buyer will select an escrow agent to administer the transactions and to accept and disperse payments in accordance with instructions consistent with this Agreement that are reasonably agreed to by the Parties.

6. Multiple Closings. If the Army does not convey all Army Sale Parcels to Seller at the same time, the Parties agree to conduct conveyances and to make and receive payment for such conveyances for each Army Sale Parcel when the applicable parcel has been made available for conveyance by the Army. In such case, the stipulated amount of closing costs payable from Buyer to Seller under Paragraph 4 shall be divided equally among the number of closings.

7. Condition of Property. The Army Sale Parcels are and will be conveyed by Seller to Buyer "as is-where is", with no warranties from Seller to Buyer.

8. Compliance with California Surplus Land Act as Condition Precedent.

(a) Seller's obligation to convey title to the Army Sale Parcels, and Buyer's obligation to purchase the Army Sale Parcels, is dependent upon Seller's compliance with the provisions of California Government Code Section 54220 *et seq.* (referred to as the "Surplus Land Act"). Seller, as the public agency that will dispose of the Army Sale

Parcels, shall have the sole discretion to determine when compliance with the Surplus Land Act is complete.

(b) Seller shall promptly undertake all actions necessary to comply with the Surplus Land Act as soon as possible, but no later than immediately after Seller receives definitive information from the Army as to the nature and extent of any use restrictions to be included by the Army in the Army Quitclaim Deeds, including but not limited to submitting documentation to the California Department of Housing & Community Development ("CDHCD"), as required by the Surplus Land Act.

(c) Immediately following either (i) confirmation from CDHCD as to the Seller's compliance with the Surplus Land Act, or (ii) Seller's determination that the sale is exempt from the Surplus Lands Act or that Seller has fully complied with the Surplus Lands Act, the Parties shall proceed to complete the purchase and sale of the Army Sale Parcels in accordance with the terms and conditions of this Agreement.

(d) If Seller is unable to complete a sale to Buyer of any Army Sale Parcel subject to this Agreement concurrently with Seller's acquisition of such Army Sale Parcel, Seller and Buyer shall enter into agreements reasonably requested by Buyer to protect Buyer's interest in such Army Sale Parcels and Buyer's funding of the purchase price, which may include, for example, a lease of the Army Sale Parcels to Buyer until conveyance, a security interest protecting Buyer's rights under this Agreement, or similar arrangements.

9. Seller Conditions to Closing. Seller's obligation to sell each parcel subject to this Agreement is subject to (a) Buyer reviewing and providing written confirmation to the Seller as to the acceptability to Buyer of the final Army Offer, including the Army tendered Army Quitclaim Deed for such parcel, (b) Buyer paying sufficient funds into the escrow account at the times needed to satisfy Seller's obligations to the Army pursuant to the Army offer, and stipulated payment for Seller's consultant fees, (c) Seller receiving conveyance of such parcel from the Army on terms reasonably acceptable to Seller and Buyer, and (d) the Parties executing all conveyance documents in a form reasonably acceptable to Seller, provided that Seller shall undertake diligent efforts to arrange for conveyance of each of the Army Sale Parcels from Army to Seller on terms that are reasonably acceptable to Seller and Buyer.

10. Buyer Conditions to Closing. Buyer's obligation to buy each parcel subject to this Agreement is subject to (a) the Parties executing all conveyance documents in a form reasonably acceptable to Buyer, (b) Buyer's review of the title to the property and ability to obtain title insurance to its and its lender's satisfaction, and (c) Buyer's completion of environmental investigation sufficient to satisfy the "All Appropriate Inquiry" standard to obtain CERCLA immunity. Buyer shall notify Seller when such conditions have been satisfied or waived and Seller will then execute the Army Offer and proceed to closing. In the event that Buyer determines not to exercise its right to purchase some or all of the parcels subject to this Agreement due to any of these conditions, it may give irrevocable written notice to Seller terminating its right and obligation the parcel(s) specified by Buyer in its notice, which shall have no effect on Buyer's right to purchase any remaining parcels. Buyer may waive any of its conditions in this paragraph in whole or in part in its sole discretion.

11. General Terms.

(a) **Authority.** The Parties represent that they have all requisite right, power, and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and have taken all necessary action to authorize the execution, delivery, and performance of this Agreement. This Agreement has been duly executed and delivered by the Parties and constitutes the legal, valid, and binding obligation of the Parties, enforceable against each other in accordance with its terms. The Person signing this Agreement on behalf of the either Party is authorized to do so.

(b) **Subdivision**. The Parties acknowledge that the Army Sale Parcels have not yet been divided and this Agreement is subject to the subdivision of the Army Sale Parcels, which may happen in advance of, in conjunction with, or after the closing on the transfer of the Army Sale Parcels. Seller and Buyer agree to take all actions necessary to subdivide the Army Sale Parcels in order to facilitate the transfers required by this Agreement, in accordance with the California Subdivision Map Act (Gov. Code, § 66410 *et seq.*) and Seller's subdivision ordinance (Riverbank Mun. Code, tit XV, § 152.001 *et seq.*).

(c) **Further Assurances and Documents.** Each Party will execute all documents and/or take any actions that are reasonably requested by the other Party that are necessary to implement this Agreement and/or to ensure this Agreement remains enforceable, including but not limited to, any documents required to be recorded.

(d) **No Assignment**; **Successors.** This Agreement may not be assigned without the other Party's written consent; subject to the foregoing, this Agreement shall be binding on each Party's successors.

(e) **Amendments; Waivers**. To be effective, any amendment or waiver of this Agreement must be in writing signed by both Parties.

(f) **Form of Signatures**. Signatures to this document may be traded electronically by scan/email of a pdf copy, which shall be binding in the same manner as originals.

SIGNATURES

By signing below, Seller and Buyer hereby agree to this Agreement as of the Effective Date:

SELLER:

CITY OF RIVERBANK, CALIFORNIA

By:________________________________
Print Name: __________________________
Title: ________________________________

BUYER

AEMETIS PROPERTIES RIVERBANK, INC. a Delaware corporation

By:________________________________
Print Name: __________________________
Title: ________________________________

EXHIBIT A

RBAAP MAP

EXHIBIT B

LEGAL DESCRIPTIONS

Riverbank Parcel 2:

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

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

Commencing at a 2" Iron Pipe and Cap in a Monument Well marking the Southwest corner of said Lot 2, said monument being the Point of Beginning of the following described property:

Thence from said Point of Beginning N 00°30'14" W a distance of 358.62 feet along the West line of said Section 31 to the intersection of said west line and the southerly line of the Hetch Hetchy Water Supply Right of Way as described in the deed from R.C. Huper to the City and County of San Francisco, dated November 21, 1923 and recorded February 13, 1924 in Volume 56, Page 71 of the Official Records of Stanislaus County; thence N 61°07'25" E a distance of 1256.49 feet along the southerly line; thence N 70°13'37" E a distance of 354.43 feet along said southerly line to the easterly line of that afore mentioned real property transferred by Document No. 22667; S 00°30'33" E a distance of 396.46 feet along the said easterly line; thence leaving said easterly line; thence leaving said easterly line N 89°22'53" W a distance of 376.77 feet; thence S 00°31'18" W a distance of 158.90 feet; thence S 34°34'14" W a distance of 808.96 feet; thence N 89°38'32" W a distance of 595.93 feet to the said West Section Line; thence N 00°30'19" W a distance of 128.38 feet along said West Section line to the Point of Beginning. Containing 18.30 Acres more or less.

Riverbank Parcel 2A:

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

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

Commencing at the Southwest corner of said Section 31; thence along the west line of said Section 31, N 00°30'19" W, a distance of 2225.88 feet to the True Point of Beginning; thence S 89°38'32" E, a distance of 30.00 feet; thence S 89°38'32" E, a distance of 200.06 feet; thence 585°42'25" E a distance of 48.89 feet; thence along a non-tangent curve to the right having a radius of 500.00 feet, a chord bearing of S 80°58'10" E and a chord distance of 104.82 feet; thence N 34°34'14" E, a distance of 372.02 feet; thence N 89°38'32" W, a distance of 595.93 feet to the west line of said

Section 31; thence along said west line of Section 31, S 00°30'19" E, a distance of 288.51 feet to the True Point of Beginning. Containing 3.30 Acres more or less.

<u>EXHIBIT C-1</u>

PARCEL 2 OFFER

[See Attached]

<u>EXHIBIT C-2</u>

PARCEL 2A OFFER

[See Attached]

EXHIBIT D

FORM OF QUIT CLAIM DEED

[See Attached]

Recording Requested By:

When Recorded Mail Document
And Tax Statement To:

Same as above

[FORM OF] QUITCLAIM DEED

TRA:
APN:

DOCUMENTARY TRANSFER TAX $[____]

The undersigned Grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF RIVERBANK, CALIFORNIA**, a California municipal corporation, hereby remises, releases, and quitclaims to **AEMETIS PROPERTIES RIVERBANK, INC**, a Delaware corporation, all right, title and interest in that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, including all structures, improvements, fixtures, and appurtenances.

DATED: [________] [__], 2021

CITY OF RIVERBANK, CALIFORNIA, a [California municipal corporation]

By: ______________________________
Name:_____________________________
Title:_____________________________

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

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

EXHIBIT C-1

CONTRACT NO. DACA05-7-20-606

OFFER TO PURCHASE REAL PROPERTY
RIVERBANK ARMY AMMUNITION PLANT
PARCEL 2

The **City of Riverbank**, a municipal corporation of the State of California, with its principal office located at 6707 3rd Street, Riverbank, California 95367-2305, hereinafter referred to as the "**Purchaser**," hereby offers to purchase, subject to the additional terms and conditions, as set forth in the attached **Exhibit "A,"** the real property legally described in **Exhibit "B"** and hereinafter referred to as the "Property," from the **United States of America**, hereinafter referred to as the "**Government**," approximately 18.30 acres of land and improvements thereon, comprising Parcel 2 at the former Riverbank Army Ammunition Plant, Riverbank, Stanislaus County, California.

Total Amount of Offer:	$ 927,000.00
Less Deposit:	$ 185,400.00
Balance Due:	$ 741,600.00

An earnest money deposit of twenty percent (20%), $185,400.00 in the form of a certified cashier's check or electronic funds transfer payable to "FAO USAED – Sacramento," is hereby submitted.

This offer, subject to the additional terms and conditions contained herein, is hereby made this ________ day of ________________ 2020, by the undersigned representative of the **Purchaser** who is legally authorized to make said offer on behalf of the **Purchaser**.

CITY OF RIVERBANK

By: ______________________________________
Richard D. O'Brien
Mayor, City of Riverbank

This offer to purchase real property, subject to the additional terms and conditions contained herein, is hereby accepted by the **Government** acting by and through the Director of Real Estate, Headquarters, United States of Army Corps of Engineers under the authority contained in 40 U.S.C. § 545(b) and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of Title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, and delegations and regulations promulgated thereunder, this __________ day of _____________________ 2020.

UNITED STATES OF AMERICA

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

EXHIBIT "A"

TERMS AND CONDITIONS

I. Location: Parcel 2 at the former Riverbank Army Ammunition Plant, Riverbank, Stanislaus County, California.

Sales Item: Approximately 18.30 acres of land and improvements thereon.

Legal Description: See attached Legal Descriptions, **Exhibit "B"**.

II. Special Terms of Sale.

1. DEPOSIT. This offer is made on a cash basis, payable in United States dollars. An earnest money deposit in the amount of $185,400 accompanies the offer. The deposit is in the form of United States currency, cashier's check, certified check, or money order issued by and drawn upon, or certified by a bank or other financial institution chartered by the Federal Government or a State of the United States, payable to the order of "FAO USAED–Sacramento." This is a continuing offer for a period of sixty (90) calendar days upon signature and tender of the deposit by the **Purchaser** and the **Government** may accept this offer at any time during this period. In the event of any default by the **Purchaser** in the performance of the Purchase Agreement created by the **Government's** acceptance, or in the event of failure by the **Purchaser** to consummate the transaction, the earnest money deposit of $185,400 shall be forfeited at the option of the **Government**, in which event the **Purchaser** shall be relieved from further liability.

2. BALANCE OF PURCHASE PRICE. The balance of the purchase price shall be payable in full at closing. The balance shall be payable in the form of a certified or cashier's check payable to "FAO USAED–Sacramento" and delivered to the District Engineer, U.S. Army Corps of Engineers (USACE), Sacramento District, Resource Management Division, ATTN: CESPK-RM, 1325 J Street, Sacramento, CA 95814.

3. CONTINGENCIES. The **Purchaser's** and **Government's** obligations to close the transaction contemplated by this contract are conditioned upon:

a. The **Government** not receiving an objection from an appropriate committee or subcommittee of Congress within 35 calendar days from the date the **Government** submits an explanatory statement to Congress in accordance with 40 U.S.C. § 545(e). If the **Government** receives such an objection within the said time period, the **Government** shall have 60 calendar days from the date it receives the objection to resolve the objection and release this contingency. If the **Government** does not resolve the objection and release this contingency within the said 60-day period, either the **Purchaser** or the **Government** may terminate this contract by written notice to the other party in which case the earnest money deposit shall be refunded in full to the **Purchaser** and the parties shall not have any further obligations under this contract.

b. The **Government** providing the **Purchaser,** by _________, 2020, the notice of hazardous substances required by 40 C.F.R. Part 373 together with a description of any notices, reservations, covenants, conditions, or restrictions as set forth in the Finding of Suitability to Transfer (FOST) for Parcel 2 and Parcel 2A dated July 2013, as amended, that the **Government** will include in the deed conveying the Property to the **Purchaser**. If the **Government** does not provide the Purchaser with the said notice and description by the said date, the **Purchaser** may terminate this contract by written notice to the **Government** in which case the earnest money deposit shall be refunded in full to the **Purchaser** and the parties shall not have any further obligations under this contract.

4. CLOSING. The **Purchaser** and the **Government** shall establish a mutually convenient date of closing; provided, however, that closing shall occur no later than 90 days after the date that all contingencies set forth in Condition II.3. CONTINGENCIES, above, are released**.** The **Government** shall deliver the executed quitclaim deed and the **Purchaser** shall accept said deed at closing.

5. POSSESSION. The **Purchaser's** occupancy of the Property prior to closing shall be pursuant to the terms and conditions of Lease No. DACA05-1-16-516.

6. INTERIM LEASE. The **Government** and the **Purchaser** shall amend Lease No. DACA05-1-16-516 to exclude the Property from the lease premises as of the date of closing. The **Purchaser** shall remit to the **Governmen**t all Net Installation Income, as defined in Condition No. 6 of said lease, derived from Parcel 2 within ninety (90) days after the date of closing.

7. TAXES. At closing, the **Purchaser** shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the **Government** in lieu of taxes.

8. RISK OF LOSS. At closing, the **Purchaser** shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

9. GOVERNMENT LIABILITY. If this offer is accepted by the **Government** and (a) the **Government** fails for any reason to perform its obligations as set forth herein; or (b) title does not transfer or vest in the **Purchaser** for any reason, although **Purchaser** is ready, willing, and able to close, the **Government** shall promptly refund to **Purchaser** all money **Purchaser** has paid to the **Government**, without interest, and the **Government** shall have no further liability to **Purchaser**.

10. TITLE EVIDENCE. Any title evidence which may be desired by the **Purchaser** will be procured by it at its sole cost and expense. The **Government** will, however, cooperate with the **Purchaser** or its authorized agent in this connection, and will permit examination and inspection of such deed, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood that the **Government** will not be obligated to pay for any expense incurred in connection with title matters or a survey of the Property.

11. TITLE. If the **Purchaser's** offer is accepted, a quitclaim deed will convey the **Government's** interest in the Property described above. The quitclaim deed shall include the excess profits clause set forth at 41 C.F.R. § 102-75.895 and the CERCLA provisions, environmental protection provisions, and other deed provisions set forth in the Finding of Suitability to Transfer (FOST) for Parcel 2 and Parcel 2A dated July 2013, as amended.

12. DELAYED CLOSING. The **Purchaser** shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed beyond 90 days after acceptance of this offer by the **Government** and the delay is caused, directly or indirectly, by the **Purchaser's** action and not by any action on the part of the **Government**. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date 90 days after this offer is accepted by the **Government**. The **Government** reserves the right to refuse a request by the **Purchaser** to extend the closing date beyond 90 days as provided in paragraph 14 below on TERMINATION.

13. DOCUMENTARY STAMPS AND COST OF RECORDING. The **Purchaser** shall pay all taxes and fees imposed on this transaction, if any, and shall obtain at **Purchaser's** own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the **Purchaser's** expense.

14. CONTRACT. This offer, together with the additional terms and conditions contained herein, when accepted by the **Government**, shall constitute an agreement for purchase and sale between the **Purchaser** and the **Government** for the Property. Such agreement shall constitute the whole contract to be succeeded only by the deed, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the **Purchaser** without consent of the **Government**, and any assignment without such consent shall be void.

15. OFFICIALS NOT TO BENEFIT. No member of or Delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.

a. The **Purchaser** warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the **Government** shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by the **Purchaser** for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain **Government** contracts nor holds itself out as being able to obtain any **Government** contract or contracts through improper influence.

c. “Bona fide employee,” as used in this clause, means a person, employed by the **Purchaser** and subject to the **Purchaser’s** supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain **Government** contracts nor holds out as being able to obtain any **Government** contract or contracts through improper influence.

d. “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a **Government** contract.

e. “Improper influence,” as used in this clause, means any influence that induces or tends to induce a **Government** employee or officer to give consideration or to act regarding a **Government** contract on any basis other than the merits of the matter.

17. GRATUITIES.

a. The right of the **Purchaser** to proceed may be terminated by written notice if, after notice and hearing, the Secretary of the Army or a designee determines that the **Purchaser**, its agent, or another representative—

(1) Offered or gave a gratuity (*e.g.,* an entertainment or gift) to an officer, official, or employee of the **Government**; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph (a) of this clause, the **Government** is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the **Purchaser** in giving gratuities to the person concerned, as determined by the Secretary of the Army or a designee.

d. The rights and remedies of the **Government** provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

18. GENERAL TERMS OF THE SALES AGREEMENT.

a. The **Purchaser** has inspected the Property and acknowledges that the Property is being purchased *"as is"* and *"where is"* without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the offer is made.

b. Upon conveyance, the Property will become subject to all applicable laws, ordinances, and regulations, which may not have applied while title remained in the United States, including building or zoning ordinances and post conveyance taxes that were previously not in effect.

EXHIBIT “B” – PARCEL 2

Legal Description

Riverbank Parcel 2:

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

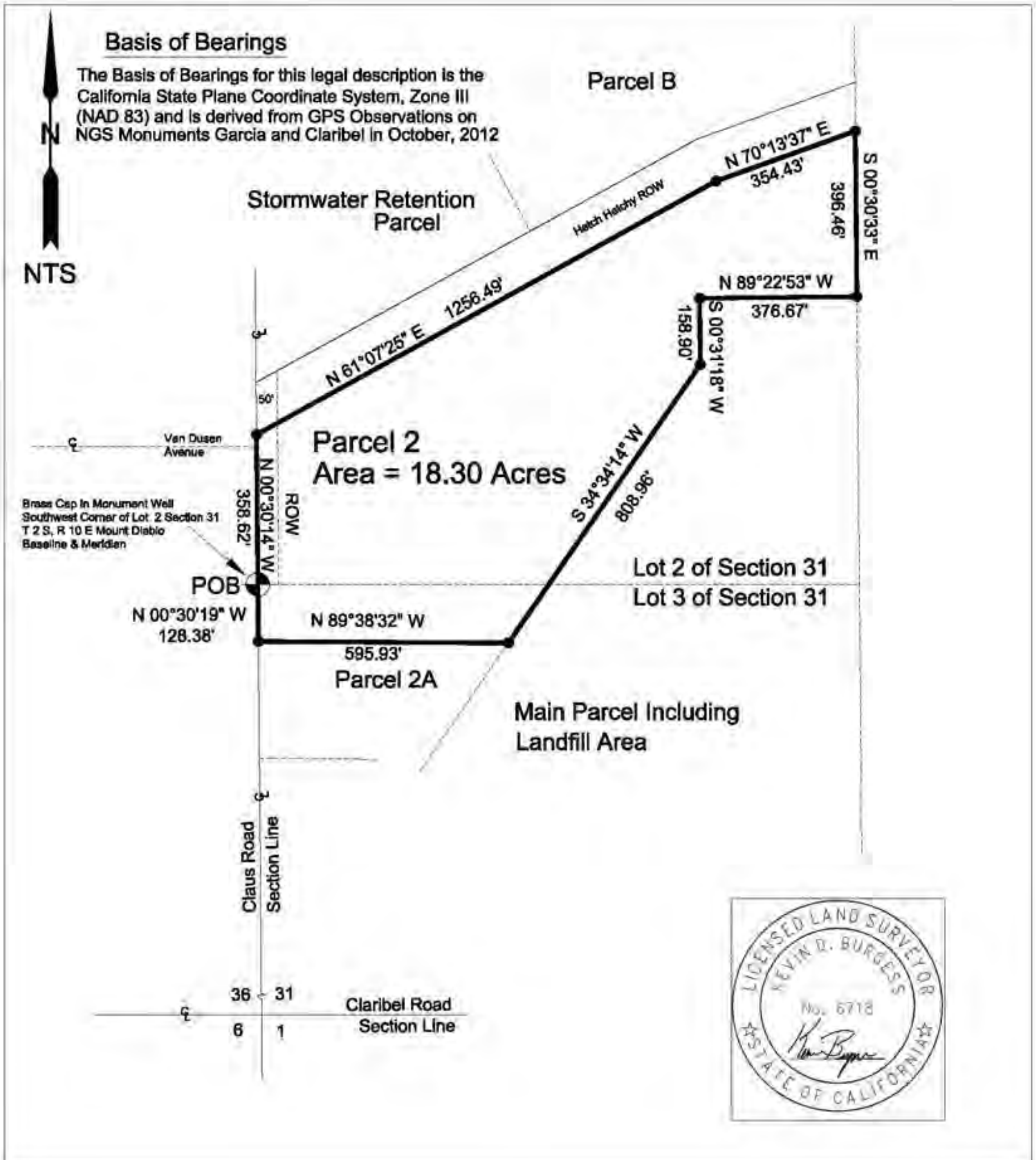
> A portion of that real property transferred by Quitclaim Deed on the 29th day of October, 1948, Document No. 22667 from the Reconstruction Finance Corporation to the United States of America filed in the Office of the Recorder of Stanislaus County, described as follows:
>
> Commencing at a 2” Iron Pipe and Cap in a Monument Well marking the Southwest corner of said Lot 2, said monument being the **Point of Beginning** of the following described property:
>
> Thence from said **Point of Beginning** N 00°30’14” W a distance of 358.62 feet along the West line of said Section 31 to the intersection of said west line and the southerly line of the Hetch Hetchy Water Supply Right of Way as described in the deed from R.C. Huper to the City and County of San Francisco, dated November 21, 1923 and recorded February 13, 1924 in Volume 56, Page 71 of the Official Records of Stanislaus County; thence N 61°07’25” E a distance of 1256.49 feet along the southerly line; thence N 70°13’37” E a distance of 354.43 feet along said southerly line to the easterly line of that afore mentioned real property transferred by Document No. 22667; S 00°30’33” E a distance of 396.46 feet along the said easterly line; thence leaving said easterly line; thence leaving said easterly line N 89°22’53” W a distance of 376.77 feet; thence S 00°31’18” W a distance of 158.90 feet; thence S 34°34’14” W a distance of 808.96 feet; thence N 89°38’32” W a distance of 595.93 feet to the said West Section Line; thence N 00°30’19” W a distance of 128.38 feet along said West Section line to the **Point of Beginning.**
>
> Containing
> 18.30 Acres more or less

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

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

Kevin D. Burgess Ca. LS 6718
Date: February 21, 2013

Revised 3/25/2013 KDB



U.S. Army Corps of Engineers Sacramento District 1325 'J' Street, Sacramento, Ca. 95814	Former Riverbank Ammunition Plant Parcel 2 City of Riverbank County of Stanislaus State of California
Drawn: KDB · Date: FEB/2013 · Scale: NTS	Revised 3/25/2013 KDB

EXHIBIT C-2

CONTRACT NO. DACA05-7-20-607

OFFER TO PURCHASE REAL PROPERTY
RIVERBANK ARMY AMMUNITION PLANT
PARCEL 2A

The **City of Riverbank**, a municipal corporation of the State of California, with its principal office located at 6707 3rd Street, Riverbank, California 95367-2305, hereinafter referred to as the "**Purchaser**," hereby offers to purchase, subject to the additional terms and conditions, as set forth in the attached **Exhibit "A,"** the real property legally described in **Exhibit "B"** and hereinafter referred to as the "Property," from the **United States of America**, hereinafter referred to as the "**Government**," approximately 3.30 acres of land and improvements thereon, comprising Parcel 2A at the former Riverbank Army Ammunition Plant, Riverbank, Stanislaus County, California.

Total Amount of Offer:	$ 500,000.00
Less Deposit:	$ 100,000.00
Balance Due:	$ 400,000.00

An earnest money deposit of twenty percent (20%), $100,000.00 in the form of a certified cashier's check or electronic funds transfer payable to "FAO USAED – Sacramento," is hereby submitted.

This offer, subject to the additional terms and conditions contained herein, is hereby made this ________ day of ________________ 2020, by the undersigned representative of the **Purchaser** who is legally authorized to make said offer on behalf of the **Purchaser**.

CITY OF RIVERBANK

By: ______________________________________
Richard D. O'Brien
Mayor, City of Riverbank

This offer to purchase real property, subject to the additional terms and conditions contained herein, is hereby accepted by the **Government** acting by and through the Director of Real Estate, Headquarters, United States of Army Corps of Engineers under the authority contained in 40 U.S.C. § 545(b) and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of Title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, and delegations and regulations promulgated thereunder, this __________ day of _____________________ 2020.

UNITED STATES OF AMERICA

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

EXHIBIT "A"

TERMS AND CONDITIONS

I. Location: Parcel 2A at the former Riverbank Army Ammunition Plant, Riverbank, Stanislaus County, California.

Sales Item: Approximately 3.30 acres of land and improvements thereon.

Legal Description: See attached Legal Descriptions, **Exhibit "B"**.

II. Special Terms of Sale.

1. DEPOSIT. This offer is made on a cash basis, payable in United States dollars. An earnest money deposit in the amount of $100,000 accompanies the offer. The deposit is in the form of United States currency, cashier's check, certified check, or money order issued by and drawn upon, or certified by a bank or other financial institution chartered by the Federal Government or a State of the United States, payable to the order of "FAO USAED–Sacramento." This is a continuing offer for a period of sixty (90) calendar days upon signature and tender of the deposit by the **Purchaser** and the **Government** may accept this offer at any time during this period. In the event of any default by the **Purchaser** in the performance of the Purchase Agreement created by the **Government's** acceptance, or in the event of failure by the **Purchaser** to consummate the transaction, the earnest money deposit of $100,000 shall be forfeited at the option of the **Government**, in which event the **Purchaser** shall be relieved from further liability.

2. BALANCE OF PURCHASE PRICE. The balance of the purchase price shall be payable in full at closing. The balance shall be payable in the form of a certified or cashier's check payable to "FAO USAED–Sacramento" and delivered to the District Engineer, U.S. Army Corps of Engineers (USACE), Sacramento District, Resource Management Division, ATTN: CESPK-RM, 1325 J Street, Sacramento, CA 95814.

3. CONTINGENCIES. The **Purchaser's** and **Government's** obligations to close the transaction contemplated by this contract are conditioned upon:

a. The **Government** not receiving an objection from an appropriate committee or subcommittee of Congress within 35 calendar days from the date the **Government** submits an explanatory statement to Congress in accordance with 40 U.S.C. § 545(e). If the **Government** receives such an objection within the said time period, the **Government** shall have 60 calendar days from the date it receives the objection to resolve the objection and release this contingency. If the **Government** does not resolve the objection and release this contingency within the said 60-day period, either the **Purchaser** or the **Government** may terminate this contract by written notice to the other party in which case the earnest money deposit shall be refunded in full to the **Purchaser** and the parties shall not have any further obligations under this contract.

b. The **Government** providing the **Purchaser,** by _________, 2020, the notice of hazardous substances required by 40 C.F.R. Part 373 together with a description of any notices, reservations, covenants, conditions, or restrictions as set forth in the Finding of Suitability to Transfer (FOST) for Parcel 2 and Parcel 2A dated July 2013, as amended, that the **Government** will include in the deed conveying the Property to the **Purchaser**. If the **Government** does not provide the Purchaser with the said notice and description by the said date, the **Purchaser** may terminate this contract by written notice to the **Government** in which case the earnest money deposit shall be refunded in full to the **Purchaser** and the parties shall not have any further obligations under this contract.

4. CLOSING. The **Purchaser** and the **Government** shall establish a mutually convenient date of closing; provided, however, that closing shall occur no later than 90 days after the date that all contingencies set forth in Condition II.3. CONTINGENCIES, above, are released. The **Government** shall deliver the executed quitclaim deed and the **Purchaser** shall accept said deed at closing.

5. POSSESSION. The **Purchaser's** occupancy of the Property prior to closing shall be pursuant to the terms and conditions of Lease No. DACA05-1-16-516.

6. INTERIM LEASE. The **Government** and the **Purchaser** shall amend Lease No. DACA05-1-16-516 to exclude the Property from the lease premises as of the date of closing. The **Purchaser** shall remit to the **Government** all Net Installation Income, as defined in Condition No. 6 of said lease, derived from Parcel 2A within ninety (90) days after the date of closing.

7. TAXES. At closing, the **Purchaser** shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the **Government** in lieu of taxes.

8. RISK OF LOSS. At closing, the **Purchaser** shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

9. GOVERNMENT LIABILITY. If this offer is accepted by the **Government** and (a) the **Government** fails for any reason to perform its obligations as set forth herein; or (b) title does not transfer or vest in the **Purchaser** for any reason, although **Purchaser** is ready, willing, and able to close, the **Government** shall promptly refund to **Purchaser** all money **Purchaser** has paid to the **Government**, without interest, and the **Government** shall have no further liability to **Purchaser**.

10. TITLE EVIDENCE. Any title evidence which may be desired by the **Purchaser** will be procured by it at its sole cost and expense. The **Government** will, however, cooperate with the **Purchaser** or its authorized agent in this connection, and will permit examination and inspection of such deed, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood that the **Government** will not be obligated to pay for any expense incurred in connection with title matters or a survey of the Property.

11. TITLE. If the **Purchaser's** offer is accepted, a quitclaim deed will convey the **Government's** interest in the Property described above. The quitclaim deed shall include the excess profits clause set forth at 41 C.F.R. § 102-75.895 and the CERCLA provisions, environmental protection provisions, and other deed provisions set forth in the Finding of Suitability to Transfer (FOST) for Parcel 2 and Parcel 2A dated July 2013, as amended.

12. DELAYED CLOSING. The **Purchaser** shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed beyond 90 days after acceptance of this offer by the **Government** and the delay is caused, directly or indirectly, by the **Purchaser's** action and not by any action on the part of the **Government**. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date 90 days after this offer is accepted by the **Government**. The **Government** reserves the right to refuse a request by the **Purchaser** to extend the closing date beyond 90 days as provided in paragraph 14 below on TERMINATION.

13. DOCUMENTARY STAMPS AND COST OF RECORDING. The **Purchaser** shall pay all taxes and fees imposed on this transaction, if any, and shall obtain at **Purchaser's** own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the **Purchaser's** expense.

14. CONTRACT. This offer, together with the additional terms and conditions contained herein, when accepted by the **Government**, shall constitute an agreement for purchase and sale between the **Purchaser** and the **Government** for the Property. Such agreement shall constitute the whole contract to be succeeded only by the deed, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the **Purchaser** without consent of the **Government**, and any assignment without such consent shall be void.

15. OFFICIALS NOT TO BENEFIT. No member of or Delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.

a. The **Purchaser** warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the **Government** shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by the **Purchaser** for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain **Government** contracts nor holds itself out as being able to obtain any **Government** contract or contracts through improper influence.

c. “Bona fide employee,” as used in this clause, means a person, employed by the **Purchaser** and subject to the **Purchaser’s** supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain **Government** contracts nor holds out as being able to obtain any **Government** contract or contracts through improper influence.

d. “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a **Government** contract.

e. “Improper influence,” as used in this clause, means any influence that induces or tends to induce a **Government** employee or officer to give consideration or to act regarding a **Government** contract on any basis other than the merits of the matter.

17. GRATUITIES.

a. The right of the **Purchaser** to proceed may be terminated by written notice if, after notice and hearing, the Secretary of the Army or a designee determines that the **Purchaser**, its agent, or another representative—

(1) Offered or gave a gratuity (*e.g.,* an entertainment or gift) to an officer, official, or employee of the **Government**; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph (a) of this clause, the **Government** is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the **Purchaser** in giving gratuities to the person concerned, as determined by the Secretary of the Army or a designee.

d. The rights and remedies of the **Government** provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

18. GENERAL TERMS OF THE SALES AGREEMENT.

a. The **Purchaser** has inspected the Property and acknowledges that the Property is being purchased *"as is"* and *"where is"* without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the offer is made.

b. Upon conveyance, the Property will become subject to all applicable laws, ordinances, and regulations, which may not have applied while title remained in the United States, including building or zoning ordinances and post conveyance taxes that were previously not in effect.

EXHIBIT “B” – PARCEL 2A

Legal Description

Riverbank Parcel 2A:

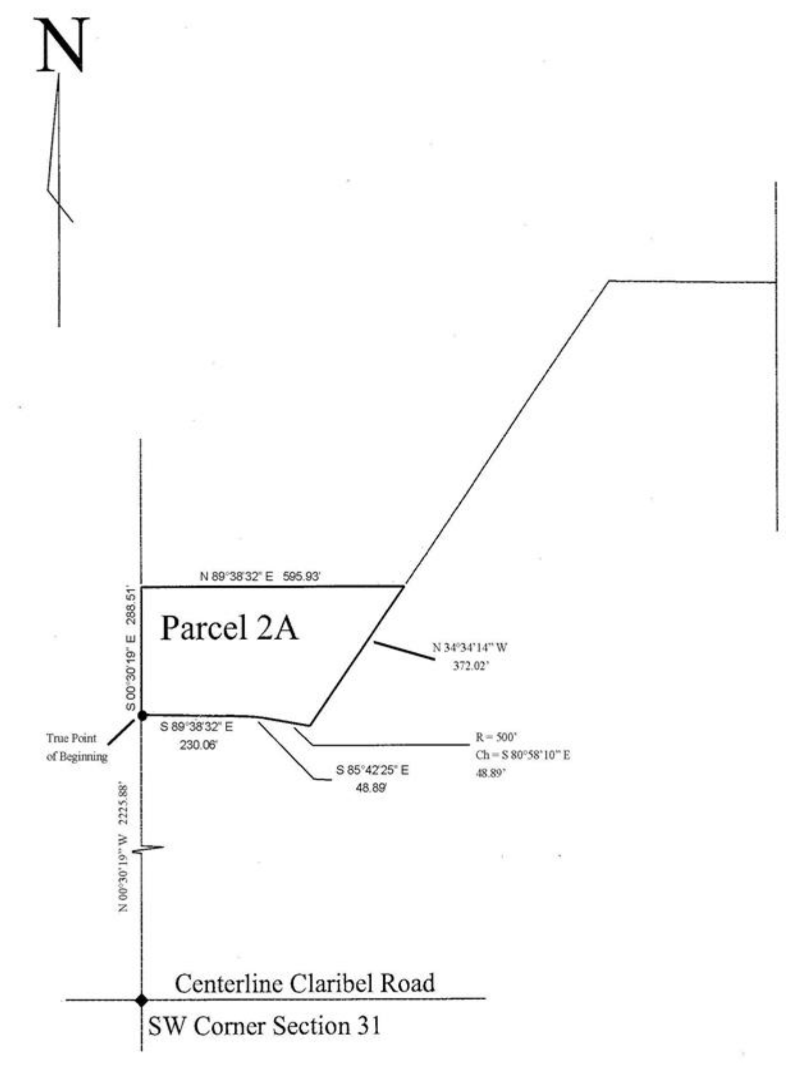
All that real property located in Section 31, Township 2 South, Range 10 East, Mount Diablo Baseline & Meridian in the County of Stanislaus, State of California described as follows:

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

Commencing at the Southwest corner of said Section 31; thence along the west line of said Section 31, N 00°30’19” W, a distance of 2225.88 feet to the **True Point of Beginning**; thence S 89°38’32” E, a distance of 30.00 feet; thence S 89°38’32” E, a distance of 200.06 feet; thence S85°42’25” E a distance of 48.89 feet; thence along a non-tangent curve to the right having a radius of 500.00 feet, a chord bearing of S 80°58’10” E and a chord distance of 104.82 feet; thence N 34°34’14” E, a distance of 372.02 feet; thence N 89°38’32” W, a distance of 595.93 feet to the west line of said Section 31; thence along said west line of Section 31, S 00°30’19” E, a distance of 288.51 feet to the **True Point of Beginning**.

Containing
3.30 Acres more or less

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



U.S. Army Corps of Engineers Sacramento District 1325 'J' Street, Sacramento, Ca. 95814			Parcel 2A Riverbank Army Ammunition Plant City of Riverbank, California County of Stanislaus
Drawn: KDB	Date: 05/27/2009	Scale: NTS	

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date:	December 14, 2021
Subject:	A **Resolution** Accepting the Fiscal Year 2020-21 Annual AB 1600 Report of System Development Fee Activity
From:	Sean Scully, City Manager
Submitted by:	Tammy Alcantor, Assistant Finance Director

RECOMMENDATION

It is recommended that the City Council adopt a Resolution accepting the Fiscal Year 2020-21 Annual AB 1600 Report of System Development Fee Activity.

SUMMARY

In accordance with the provisions of the State of California Government Code Section 66001 and 66006, the City is required to publish an annual report to provide an accounting of System Development Fees (also known as public facilities fees or development impact fees).

BACKGROUND

The purpose of a System Development Fee is to provide a rational and equitable basis for the expansion of capital facilities to accommodate the impacts created by new development. For many years, traditional sources of infrastructure funding have been inadequate to maintain the existing systems and this has left no revenue available to expand the system to meet growing needs. Development fees provide a mechanism where new development cumulatively mitigates their total impact on the city's systems on a proportionate basis to their individual impact by paying fees to expand the systems based on the relative size of the development.

In 1987, the Governor signed AB 1600 thereby setting forth specific requirements as to how local government imposed, collected and reported various aspects of the System Development Fee program. These requirements went into effect on January 1, 1989. AB 1600 was subsequently codified as Section 66001 of the California Government Code.

The reporting requirements were subsequently developed and codified as Section 66006 of the Government Code. Pursuant to Subdivision (b) (1) of Section 66006, the following information must be made available to the public within 180 days after the last day of each fiscal year:

(A) A brief description of the type of fee in the account or fund.
(B) The amount of the fee.
(C) The beginning and ending balance of the account or fund.
(D) The amount of the fees collected and the interest earned.
(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an intrafund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

This information is formally documented and provided in the attached FY 2020-21 Annual AB 1600 Report of System Development Fee Activity. Pursuant to legislation, the report was made available to the public via the City's website on November 22, 2021.

The following funds are considered **inactive** accounts due to the fact that they are no longer receiving development fee revenue:

1. System Development Bridges/Roads Fund 140
2. System Development Overpasses Fund 145
3. System Development Railroad Crossing Fund 146
4. System Development Crossroads Streets/Public Works Fund 214
5. System Development Crossroads Storm Drainage Fund 217
6. System Development Crossroads Police & General Government Fund 219

The following **active** accounts are being presented:

1. System Development Streets/Public Works Fund 205
2. System Development Water Fund 206
3. System Development Waste Water Fund 207
4. System Development Storm Drainage Fund 208
5. System Development Parks & Recreation Fund 209
6. System Development Police & General Government Fund 210

STRATEGIC PLAN

This report has been prepared to accomplish the Strategic Plan Goal to "Ensure Financial Stability"

FINANCIAL IMPACT

There is no financial impact associated with the approval and acceptance of this report.

ATTACHMENT

1. Resolution
2. Exhibit A: FY 2020-21 Annual AB 1600 Report of System Development Fee Activity

CITY OF RIVERBANK

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING THE PERMANENT LOCAL HOUSING ALLOCATION FORMULA ALLOCATION PLAN

A necessary quorum and majority of the Council Members of the City of Riverbank, a municipality, ("Applicant") hereby consents to, adopts, and ratifies the following resolution:

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the City desires to amend the Permanent Housing Allocation Formula Plan in order to incorporate additional funding for the Ward Villas Project as approved via the Memorandum of Understanding approved between the City and Cary Pope (DBA: Ammo Plant Management, Inc.), and

WHEREAS, the City of Riverbank desires that the following eligible activities be submitted as part of the Permanent Local Housing Allocation Formula Allocation Plan:

1. Ward Avenue Affordable Housing Project. Funds to assist with the costs of the offsite improvements in order to maintain housing affordability for future buyers.

2. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

3. Accessibility modifications in Lower-income Owner-occupied housing.

4. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the proposed Permanent Local Housing Allocation Formula Allocation Plan.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of December, 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: PLHA Plan Amendment

ANNUAL AB 1600
REPORT OF SYSTEM DEVELOPMENT FEE ACTIVITY

CITY OF RIVERBANK

FY 2020-2021

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LETTER OF TRANSMITTAL

November 22, 2021

The Honorable Mayor, Members of the City Council, and Residents of the City Riverbank
City of Riverbank
Riverbank, CA 95367

Dear Mayor, Members of the City Council, and Residents of the City of Riverbank:

California Government Code requires reporting of the usage of Development Fees (also known as System Development Fees). Therefore, in accordance with the provisions of the State of California and Government Code Section 66006(b) and 66001(d), as amended by AB 518 and SB 1693, I hereby submit the Annual AB 1600 System Development Fee Report for the City of Riverbank, CA for the fiscal year ended June 30, 2021.

Development Fees, otherwise known as System Development Fees (SDF), are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a system development fee program are set forth in Government Code section's 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's Assembly Bill (AB) 1600 and those are commonly referred to as "AB 1600" requirements.

The System Development Fee program has been in effect in Riverbank since 1967. Riverbank Municipal Code §150.30, titled "System Development Fees", establishes the authority for imposing and charging system development fees. §150.31 (b) of the Municipal Code states the following as reasons for adopting said fee:

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

Fees are collected at the time a building permit is issued; unless a developer, through a development agreement, is allowed to defer payment until a certificate of occupancy is granted, for the purpose of mitigating the impacts caused by new development on certain public facilities. They are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of public facilities: Streets/Public Works, Water, Waste Water, Storm Drainage, Parks/Recreation, and Police/General Government.

State law requires the City prepare and make available to the public an annual report for each fund established to account for System Development fees. The report must include the beginning and ending balances by system development type for the fiscal year as well as any changes. The report must also present the amount of fees, interest, and other income, expenditures and the amount of any required refunds made during the fiscal year.

The City Council must review the annual report at a regularly scheduled public meeting not less than fifteen days after the information is made available to the public. This report was filed with the City Clerk's office and available for public review on November 22, 2021.

Respectfully submitted,

Tammy Alcantor

Tammy Alcantor
Assistant Finance Director

LEGAL REQUIREMENTS

A. REQUIREMENTS FOR SYSTEM DEVELOPMENT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 system development fees to prepare an annual report providing specific information about those fees. Within the AB 1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the city and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeded the amount to be refunded.

LEGAL REQUIREMENTS

California Government Code Section 66001(d) requires the local agency make all of the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

B. Additional Notes

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and update the City's General Plan. The CIP serves to identify situations where infrastructure is needed to accommodate the planned development.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps to maximize the funds available. This type of fiscal management is important during periods, such as the current one, that are typified by budgetary demands exceeding financial resources.

C. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which it is Charged

The City of Riverbank's current program, the City of Riverbank Nexus Fee Study, was adopted March 24, 2015. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

LEGAL REQUIREMENTS

The City's CIP projects are financed in part by the capital improvement fees outlined in the System Development fee program. The City's capital improvements provide infrastructure to the residents and businesses in Riverbank in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs and, the summary of fee apportionment to each development fee type, are detailed within Section 4 of the Nexus Fee Study.

D. FUNDING OF INFRASTRUCTURE

The 2018-2023 CIP identifies all funding sources and amounts for individual projects through 2023. The CIP is updated annually to reflect the current infrastructure & equipment needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development. Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or business are funded from other appropriate sources as identified on the CIP. All future planned infrastructure needs are outlined in the System Development Fee program. The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

DESCRIPTION OF ACTIVE SYSTEM DEVELOPMENT FEES

Transportation Improvement Fee – Formerly known as Streets/Public Works. The purpose of this fee is to finance the improvements needed for the street and traffic safety needs of the citizens.

Water Fee - The purpose of this fee is to finance the water improvements needed for the citizens.

Waste Water Fee - The purpose of this fee is to finance the waste water improvements needed for the citizens.

Storm Drainage Fee - The purpose of this fee is to finance the storm drain improvements needed for the citizens.

Parks & Recreation Fee - The purpose of this fee is to finance the park improvements needed for the citizens.

Police & General Government - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens.

SYSTEM DEVELOPMENT FEE REPORTS

Fund 140
System Development Bridges/Roads Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Bridges/Roads Fund - The purpose of this fee was to finance the construction of bridges and roads and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

This Fund is now inactive and no new revenues are anticipated. Existing funds will be allocated towards future ADA Projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 140
System Development Bridges/Roads Fund

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	33,836.06	34,036.31	34,422.59	35,090.76	35,673.66
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	200.25	386.28	668.17	582.90	161.34
Total Revenues	200.25	386.28	668.17	582.90	161.34
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	34,036.31	34,422.59	35,090.76	35,673.66	35,835.00

Total Activity Cost	% Funded with Fee	Fund 140 Total

No Activity Noted.

Fund 145
System Development Overpasses Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Overpasses Fund - The purpose of this fee was to finance the construction and improvements needed to provide a second crossing over the railroad tracks at Kentucky Ave. These fees provide the above described project funding to accommodate the needs generated by future development within the City. Council has determined that a second crossing at Kentucky is no longer feasible, therefore the funds have been re-allocated to a second crossing at Santa Fe Street.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

No Projects are anticipated at this time. Additional funding for the second crossing is being collected via the Streets/Public Works System Development Fee.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 145
System Development Overpasses Fund

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	176,527.70	177,843.30	180,381.14	184,771.04	188,600.59
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	1,315.60	2,537.84	4,389.90	3,829.55	1,059.96
Total Revenues	1,315.60	2,537.84	4,389.90	3,829.55	1,059.96
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	177,843.30	180,381.14	184,771.04	188,600.59	189,660.55

Activity Cost	% Funded with Fee	Fund 145 Total

No Activity Noted.

Fund 146
System Development Railroad Crossing Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Railroad Crossing Fund - The purpose of this fee was to finance the improvements needed for the railroad crossing safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Funds have been appropriated towards the Patterson/Roselle Traffic Signal Project.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 146
System Development Railroad Crossing Fund

	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	398.89	398.89	398.89	398.89	398.89
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	398.89	398.89	398.89	398.89	398.89

Total Activity Cost	% Funded with Fee	Fund 146 Total

No Activity Noted.

Fund 205
System Development Streets/Public Works
Transportation Improvements

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Streets/Public Works Fund - The purpose of this fee is to finance the improvements needed for the traffic safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$3,675
Lower Density (LDR)	DW	$3,087
Medium Density (MDR)	DW	$2,720
Highter Density (HDR)	DW	$2,315
Mixed Use (MU)	DW	$3,675
Community Commercial (CC)	Sq. Ft	$5.76
Mixed Use Commercial (MU)	Sq. Ft	$5.99
Industrial/Business Park	Sq. Ft	$5.96
Office	Sq. Ft	$3.63

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Oakdale Rd - Morrill to Westgate	7/1/2021
RR Xing - 1st & Patterson Rd	1/1/2022
Roselle & Morrill Intersection Improvements	1/1/2022
RR Xing - Patterson Rd. near Terminal Ave.	1/1/2022

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

The Sewer Fund borrowed $608,542.57 from the Streets/PW System Development Fee Fund in accordance with Resolution 2011-021. The Sewer Fund paid $71,677 FY 2020-21 towards this loan.

An interfund transfer of $23,527.72 was made to the General Fund for Management Fee expenses.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 205
System Development Streets/Public Works

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	3,187,007.97	3,224,249.22	3,141,362.39	3,262,224.33	3,396,729.77
Adjust Beg. Balance					
Per Auditors	0.00	-9,458.41	-47,590.92	37,435.84	42,672.03
Revenues					
Developer Fees	14,901.72	27,175.56	65,779.77	35,810.53	97,137.88
Interest	43,048.01	54,137.90	55,950.42	49,189.00	30,080.29
Loan Repayment	0.00	73,140.25	73,140.24	71,319.99	71,677.41
Miscellaneous	0.00	-988.00	0.00	0.00	0.00
Total Revenues	57,949.73	153,465.71	194,870.43	156,319.52	198,895.58
Expenditures					
Projects	5,449.57	206,610.22	0.00	30,022.00	52,625.00
Miscellaneous	0.00	0.00	0.00	0.00	5.65
Administration	0.00	11.30	0.00	0.00	0.00
Total Expenditures	5,449.57	206,621.52	0.00	30,022.00	52,630.65
Transfers In/(Out)	-15,258.91	-20,272.61	-26,417.57	-29,227.92	-23,527.72
Ending Fund Balance	3,224,249.22	3,141,362.39	3,262,224.33	3,396,729.77	3,562,139.01

*Revised

	Total Activity Cost	% Funded with Fee	Fund 205 Total
FY 2016-17 Activity			
Patterson & Roselle Traffic Signal	1,849,541.00	0.3%	5,449.57
FY 2017-18 Activity			
Patterson & Roselle Traffic Signal	1,849,541.00	0.4%	7,758.58
Claribel & Roselle Traffic Signal	2,387,815.00	8.3%	198,851.64
FY 2019-20 Activity			
Patterson & Roselle Traffic Signal	1,849,541.00	1.6%	30,022.00
FY 2020-21 Activity			
Oakdale Rd-Morrill to Westgate	267,700.00	19.7%	52,625.00

Fund 206
System Development Water

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Water Fund - The purpose of this fee is to finance the water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$13,958
Lower Density (LDR)	DW	$7,270
Medium Density (MDR)	DW	$6,979
Highter Density (HDR)	DW	$5,060
Mixed Use (MU)	DW	$5,060
Community Commercial (CC)	Sq. Ft	$2.14
Mixed Use Commercial (MU)	Sq. Ft	$2.15
Industrial/Business Park	Sq. Ft	$2.13
Office	Sq. Ft	$2.10

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Well #12 Developer Reimbursement	

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 206
System Development Water

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	532,711.80	549,809.88	555,974.31	598,413.61	193,331.03
Adjust Beg. Balance					
Per Auditors	0.00	-1,539.75	0.00	0.00	1.71
Revenues					
Developer Fees	15,549.60	17,900.28	37,327.88	69,676.84	163,227.99
Interest	1,548.48	2,959.30	5,111.42	4,458.58	1,241.96
Miscellaneous	0.00	195,902.88	0.00	0.00	0.00
Total Revenues	17,098.08	216,762.46	42,439.30	74,135.42	164,469.95
Expenditures					
Projects	0.00	209,058.28	0.00	479,218.00	29,007.32
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	209,058.28	0.00	479,218.00	29,007.32
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	549,809.88	555,974.31	598,413.61	193,331.03	328,795.37

	Total Activity Cost	% Funded with Fee	Fund 206 Total
FY 2017-18 Activity			
Well #11 Land Purchase	172,737.00	100.0%	172,737.00
FY 2019-20 Activity			
Well #12 Developer Reimbursement	2,175,000.00	22.0%	479,218.00
FY 2020-21 Activity			
Well #12 Developer Reimbursement	2,175,000.00	1.3%	29,007.32

Fund 207
System Development Waste Water

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Waste Water Fund - The purpose of this fee is to finance the waste water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$5,199
Lower Density (LDR)	DW	$3,170
Medium Density (MDR)	DW	$2,648
Highter Density (HDR)	DW	$3,251
Mixed Use (MU)	DW	$984
Community Commercial (CC)	Sq. Ft	$1.71
Mixed Use Commercial (MU)	Sq. Ft	$1.72
Industrial/Business Park	Sq. Ft	$1.45
Office	Sq. Ft	$1.34

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Roselle/Crawford Sewer Project	1/1/2021

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 207
System Development Waste Water

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	783,815.23	796,291.80	808,976.57	851,301.98	685,837.61
Adjust Beg. Balance Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	11,183.54	10,190.47	38,010.85	31,392.79	85,559.01
Interest	1,293.03	2,494.30	4,314.56	3,763.84	1,041.78
Total Revenues	12,476.57	12,684.77	42,325.41	35,156.63	86,600.79
Expenditures					
Projects	0.00	0.00	0.00	200,621.00	173,613.19
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Loan Payment	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	200,621.00	173,613.19
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	796,291.80	808,976.57	851,301.98	685,837.61	598,825.21

	Total Activity Cost	% Funded with Fee	Fund 207 Total
FY 2019-20 Activity			
California Sewer Line Extension	200,621.00	100.0%	200,621.00
FY 2020-21 Activity			
Roselle/Crawford Sewer Project	600,000.00	28.9%	173,613.19

Fund 207
System Development Waste Water

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Waste Water Fund - The purpose of this fee is to finance the waste water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$5,199
Lower Density (LDR)	DW	$3,170
Medium Density (MDR)	DW	$2,648
Highter Density (HDR)	DW	$3,251
Mixed Use (MU)	DW	$984
Community Commercial (CC)	Sq. Ft	$1.71
Mixed Use Commercial (MU)	Sq. Ft	$1.72
Industrial/Business Park	Sq. Ft	$1.45
Office	Sq. Ft	$1.34

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Roselle/Crawford Sewer Project	In Progress

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 208
System Development Storm Drainage

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	499,669.49	508,427.59	595,434.24	852,668.47	987,678.62
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.10
Revenues					
Developer Fees	6,891.32	83,407.08	251,008.24	129,578.89	183,745.44
Interest	1,866.78	3,599.57	6,225.99	5,431.26	1,503.76
Total Revenues	8,758.10	87,006.65	257,234.23	135,010.15	185,249.20
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	508,427.59	595,434.24	852,668.47	987,678.62	1,172,927.92

	Total Activity Cost	% Funded with Fee	Fund 208 Total
No Activity Noted.			

Fund 209
System Development Parks & Recreation

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Parks & Recreation Fund - The purpose of this fee is to finance the park improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$3,562
Lower Density (LDR)	DW	$4,049
Medium Density (MDR)	DW	$3,470
Highter Density (HDR)	DW	$2,892
Mixed Use (MU)	DW	$2,524

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Parks Master Plan	In Progress

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 209
System Development Parks & Recreation

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	761,262.13	619,923.34	672,873.65	824,795.77	804,147.56
Adjust Beg. Balance Per Auditors	0.00	0.00	0.00	0.00	5.15
Revenues					
Developer Fees	8,246.00	52,232.68	150,703.30	81,419.96	84,816.48
Interest	415.21	717.63	1,218.82	1,062.09	317.73
Grant	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	8,661.21	52,950.31	151,922.12	82,482.05	85,134.21
Expenditures					
Projects	150,000.00	0.00	0.00	103,130.26	21,378.74
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	150,000.00	0.00	0.00	103,130.26	21,378.74
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	619,923.34	672,873.65	824,795.77	804,147.56	867,908.18

	Total Activity Cost	% Funded with Fee	Fund 209 Total
FY 2016-17 Activity			
Skate Park Project Legal Settlement	150,000.00	100.0%	150,000.00
FY 2019-20 Activity			
Park Master Plan	116,000.00	74.7%	86,671.26
Dog Park Improvements	30,000.00	54.9%	16,459.00
FY 2020-21 Activity			
Park Master Plan	116,000.00	18.4%	21,378.74

Fund 210
System Development Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Police & General Government Fund - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

Land Use	Dev. Unit*	Fee Per Unit
Clustered Rural (RR)	DW	$1,290
Lower Density (LDR)	DW	$1,466
Medium Density (MDR)	DW	$1,255
Highter Density (HDR)	DW	$1,046
Mixed Use (MU)	DW	$914
Community Commercial (CC)	Sq. Ft	$0.38
Mixed Use Commercial (MU)	Sq. Ft	$0.38
Industrial/Business Park	Sq. Ft	$0.28
Office	Sq. Ft	$0.53

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Project	Est. Date
Animal Control Vehicle	Completed
Spatial Analysis - City Hall	In Progress

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 210
System Development Police & General Government

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	494,601.64	470,920.04	471,422.30	454,190.97	373,275.22
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	2.17
Revenues					
Developer Fees	5,183.20	19,455.21	59,504.43	31,123.18	34,114.01
Interest	24.98	13.05	13.05	10.88	13.01
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	5,208.18	19,468.26	59,517.48	31,134.06	34,127.02
Expenditures					
Projects	28,889.78	18,966.00	76,748.81	112,049.81	8,333.35
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	28,889.78	18,966.00	76,748.81	112,049.81	8,333.35
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	470,920.04	471,422.30	454,190.97	373,275.22	399,071.06

	Total Activity Cost	% Funded with Fee	Fund 210 Total
FY 2016-17 Activity			
City Hall Vehicle	28,889.78	100.0%	28,889.78
FY 2017-18 Activity			
Animal Control Transportation Unit	18,966.00	100.0%	18,966.00
FY 2018-19 Activity			
Spatial Analysis	110,000.00	21.3%	23,448.68
Vehicle - Parks Department	33,025.12	100.0%	33,025.12
Animal Control Vehicle - Payment #1	20,000.00	100.0%	20,000.00
FY 2019-20 Activity			
Spatial Analysis	110,000.00	84.3%	92,755.02
Animal Control Vehicle - Payment #2	20,000.00	96.5%	19,294.79
FY 2020-21 Activity			
Animal Control Vehicle - Payment #3 (Final)	8,350.00	99.8%	8,333.35

Fund 214
System Development Crossroads Streets/Public Works

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Streets/Public Works Fund - The purpose of this fee was to finance the Streets and Public Works improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	$1,899
Residential - Multi Family	DW	$1,899

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 214
System Development Crossroads Streets/Public Works

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	0.00	0.00	0.00	0.00	0.00

Total Activity Cost	% Funded with Fee	Fund 214 Total

Fund 217
System Development Crossroads Storm Drain

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Storm Drainage Fund - The purpose of this fee was to finance the Storm Drain infrastructure improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	$2,970
Residential - Multi Family	DW	$2,121

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 217
System Development Crossroads Storm Drainage

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	0.00	0.00	0.00	0.00	0.00

Total Activity Cost	% Funded with Fee	Fund 217 Total

Fund 219
System Development Crossroads Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Police & General Government Fund - The purpose of this fee was to finance the public safety & general government improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	$2,232
Residential - Multi Family	DW	$2,297

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on whch the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2020-21 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 219

System Development Crossroads Police & General Government

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	0.00	0.00	0.00	0.00	0.00

Total Activity Cost	% Funded with Fee	Fund 219 Total

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.2

SECTION 10: PUBLIC HEARINGS

Meeting Date:	December 14, 2021
Subject:	A **Resolution** of the City Council of the City of Riverbank, California, Adopting the Modesto Subbasin Groundwater Sustainability Plan
From:	Sean Scully, City Manager
Submitted by:	Michael Riddell, Public Works / LRA Director

RECOMMENDATION

It is recommended that the City Council adopt a resolution to approving the Modesto Sub basin Groundwater Sustainability Plan.

SUMMARY

In September of 2014, Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 (SGMA), which changed the landscape of groundwater management in California. SGMA is a comprehensive package of legislation that sets the framework for statewide sustainable groundwater management and declares that such authority be given to local public agencies that have either water supply or land use authority, or both.

SGMA requires, among many other items, the formation of Groundwater Sustainability Agencies (GSAs) made up of local public agencies. SGMA empowers these GSAs to use a number of management tools to achieve "sustainability" in the affected groundwater basins, including authorities required in order to manage groundwater in a sustainable manner. GSAs are the local agencies responsible for the development and implementation of the Groundwater Sustainability Plans (GSPs), ultimately aimed at ensuring groundwater sustainability over a 20-year implementation period. GSPs are focused on the development and implementation of long-term groundwater sustainability programs, plans, and practices over a 50-year planning horizon.

The City of Riverbank overlies the Modesto Sub basin, which is designated as a high-priority, non-critically over drafted groundwater basin by the State. The regulatory deadline for the completion of the GSP for the Modesto Sub basin is January 31, 2022. The formation deadline for creating the GSAs was June 30, 2017.

The Stanislaus & Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) was formed on February 16, 2017. The STRGBA GSA is a partnership consisting of the cities of Modesto, Oakdale, Riverbank and Waterford; Oakdale Irrigation District, Modesto Irrigation District and Stanislaus County. Additionally, in May 2017, the Tuolumne County Board of Supervisors elected to become a Groundwater Sustainability Agency (GSA) for that area of the Modesto Sub basin that falls within Tuolumne County's political jurisdiction. The remainder of the Modesto Groundwater Sub basin lies wholly within Stanislaus County. Tuolumne County and Stanislaus County entered into a Cooperation Agreement on May 8, 2018 regarding preparation of the GSP. This agreement recognized the status of Tuolumne County as an independent GSA with jurisdiction over specific lands lying within the Modesto Sub basin and allowed for these lands to be integrated into a single, basin-wide GSP in full compliance with SGMA regulations.

The GSP that has been developed for the Modesto Sub basin includes the following main chapters:

1. Administrative Information
2. Plan Area
3. Notice and Communication
4. Basin Setting
5. Water Budgets
6. Sustainable Management Criteria
7. Monitoring Networks
8. Projects and Management Actions
9. References

NOTE: Due to the large file size the GSP is not attached to this agenda, it can be accessed by clicking on the following link: https://www.strgba.org/Home/GSP

In addition to the regularly scheduled and publicly noticed meetings of the committee groups preparing the draft Modesto Sub basin GSP, "Office Hours" or public working sessions were conducted on March 25, May 28, and August 25, 2021. The draft GSP chapters were also released for public review and comment as they were developed. Written and verbal comments provided by email and letter or during committee meetings, Office Hours, and public comment periods were reviewed by the STRGBA GSA and consultant staff and incorporated into the plan.

Pursuant to California Water Code Section 10728.4, Adoption or Amendment of a Plan following Public Hearing, a GSA must take the following action:

> "A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. The

groundwater sustainability agency shall review and consider comments from any city or county that receives notice pursuant to this section and shall consult with a city or county that requests consultation within 30 days of receipt of the notice. Nothing in this section is intended to preclude an agency and a city or county from otherwise consulting or commenting regarding the adoption or amendment of a plan."

This notice has been prepared and delivered to all of the principal parties involved in this matter. In the case of the STRGBA GSA, this requirement is routine in that all of the cities within the footprint of the GSP are member agencies of the STRGBA GSA.

Furthermore, pursuant to California Water Code Section 10728.6, Division 13 (commencing with Section 21000) of the Public Resources Code, the provisions of the California Environmental Quality Act do not apply to the preparation and adoption of plans pursuant to SGMA.

Due to the structure of the Memorandum of Understanding governing the administration of the STRGBA GSA, all member agencies must approve and adopt the Modesto Sub basin GSP by their respective governing bodies. All member agencies of the STRGBA GSA and the Tuolumne County GSA, will be taking action to approve and adopt the Modesto Sub basin GSP. A hard copy of the Modesto Sub basin GSP may be reviewed at City of Riverbank Public Works. All documents pertaining to the Modesto Sub basin GSP may also be found at the following electronic address: https://www.strgba.org/Home/GSP

2020-2025 STRATEGIC PLAN

The Strategic Plan's purpose is to help the City prioritize its efforts, allocating both fiscal and human resources to achieve a shared Vision and Goals that also reflect community priorities and needs.

This proposed action is in compliance with State legislation known as the "Sustainable Groundwater Management Act" which mandates the adoption of a Groundwater Sustainability Plan (GSP) for groundwater basins categorized as high priority, but not in a condition of critical overdraft, by January 31, 2022. Failure to adopt such GSP would result in the groundwater resources of the basin being subject to regulation by the State of California Water Resources Control Board.

FINANCIAL IMPACT

There is no fiscal impact associated with the adoption of the Modesto Sub basin Groundwater Sustainability Plan. However, there will be costs associated with implementing the GSP over the coming decades. These costs, once determined, will be subject to future City budget considerations and City Council approval.

ATTACHMENTS

1. City Council Resolution 2021-

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ADOPTING THE MODESTO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

WHEREAS, in April 1994, the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, and County of Stanislaus executed a Memorandum of Understanding to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association ("STRBGA") for the purpose of coordinating planning and management activities in the Modesto Subbasin; and

WHEREAS, in July 2015, the Memorandum of Understanding was amended to include the City of Waterford as a member agency of STRGBA; and

WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d)); and

WHEREAS, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSP"), which can be a single plan developed by one or more groundwater sustainability agency ("GSA") or multiple coordinate plans within a basin or subbasin (Wat. Code, § 10727); and

WHEREAS, SGMA requires a GSA to manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Modesto Subbasin (designated basin number 5-022.02); and

WHEREAS, the STRGBA GSA was formed on February 16, 2017 for the purposes of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA; and

WHEREAS, the STRGBA GSA has the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 *et seq*.); and

WHEREAS, the STRGBA GSA submitted an Initial Notification to DWR to jointly develop a GSP for the Modesto Subbasin on February 28, 2017; and

WHEREAS, the STRGBA GSA has coordinated with the Tuolumne County GSA to develop a single, coordinated GSP for the Modesto Subbasin; and

WHEREAS, on August 10, 2021 the STRGBA GSA released the Notice of Intent to Adopt the GSP to cities and counties in the plan area pursuant to Water Code Section 10728.4; and

WHEREAS, the STRGBA GSA and Tuolumne County GSA developed the draft Modesto Subbasin GSP and released the draft Modesto Subbasin GSP chapters for public review and comment;

WHEREAS, the STRGBA GSA and Tuolumne County GSA reviewed and responded to comments on the Modesto Subbasin GSP; and

WHEREAS, the STRGBA GSA and Tuolumne County GSA released the final Modesto Subbasin GSP which is incorporated in its entirety by reference hereto this resolution as **Exhibit A**; and

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

1. The City of Riverbank hereby approves and adopts the final Modesto Subbasin GSP as drafted.
2. The City of Riverbank authorizes the Modesto Sub basin Plan Manager and consultants to take such other actions as may be reasonably necessary to submit the Modesto Subbasin GSP to DWR by January 31, 2022, and implement the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of December, 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

Attachment:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.3

SECTION 10: PUBLIC HEARINGS

Meeting Date:	December 14, 2021
Subject:	A **Resolution** Amending the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan
From:	Sean Scully, City Manager
Submitted By:	Marisela H. Garcia, Assistant City Manager/Admin. Services Director

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution to amend the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan originally approved in July 2020.

SUMMARY

At the Special July 16, 2020 City Council meeting, the Council adopted a Resolution approving the Five-Year Permanent Local Housing Formula Allocation Plan as part of our submittal of an application to the State Department of Housing and Community Development for the Permanent Local Housing Allocation (PLHA) Grant Program. The City was awarded the grant and is seeking to amend the original adopted plan in order to incorporate additional funding for the Ward Villas Project.

BACKGROUND

The City submitted an application for Permanent Local Housing Allocation funds in July 2020 and was successfully awarded funds to be expended over a five-year period. The City's Allocation Plan detailed which eligible activities the program funding may be used for. Initially, the City desired that the funds be used for any combination of the following:

1. Ward Avenue Affordable Housing Project. Funds to assist with the costs of the offsite improvements in order to maintain housing affordability for future buyers.

2. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new

construction, rehabilitation, and preservation of permanent and transitional housing.

3. Accessibility modifications in Lower-income Owner-occupied housing.

4. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

5. Homeownership opportunities, including, but not limited to, down payment assistance.

As such, staff created, and the City Council approved, the following five year plan:

Funding Year	Activity	% Allocation
2019	Affordable Rental or Housing Ownership	100%
2020	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	20%
	First-Time Homebuyers	40%
2021	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	20%
	First-Time Homebuyers	40%
2022	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	20%
	First-Time Homebuyers	40%
2023	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	20%
	First-Time Homebuyers	40%

In further discussions with the development team of Ward Villas, the City Council approved a Memorandum of Understanding with Cary Pope (DBA: Ammo Plant Management, Inc. in order to provide financial assistance to this project via the PLHA funding allocated to the City. The city has committed to providing funding for a three-year period thus necessitating an amendment to the original plan. In addition, the City has received funding from other sources, such as the CDBG & HOME Consortium that will provide funds for other activities initially anticipated in the plan (such as the First-

Time Home Buyer) and therefore we will remove the funding allocation from the amended plan to provide for other project opportunities.

As such, City staff proposes the following amended plan for approval and submittal to the State of California Department of Housing and Community Development:

Funding Year	Activity	% Allocation
2019	Affordable Rental or Housing Ownership	100%
2020	Affordable Rental or Housing Ownership	100%
2021	Affordable Rental or Housing Ownership	100%
2022	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	60%
2023	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	60%

Approval of this amended plan will allow for the City to "apply" for the future funding for the Ward Villas Project in order to continue assisting with the project.

FINANCIAL IMPACT

If awarded, the City is eligible to receive approximately $732,382 over five years ($193,000 in year one) in PLHA formula funds.

ATTACHMENTS

1. Resolution
2. PLHA Plan Amendment

CITY OF RIVERBANK

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING THE PERMANENT LOCAL HOUSING ALLOCATION FORMULA ALLOCATION PLAN

A necessary quorum and majority of the Council Members of the City of Riverbank, a municipality, ("Applicant") hereby consents to, adopts, and ratifies the following resolution:

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the City desires to amend the Permanent Housing Allocation Formula Plan in order to incorporate additional funding for the Ward Villas Project as approved via the Memorandum of Understanding approved between the City and Cary Pope (DBA: Ammo Plant Management, Inc.), and

WHEREAS, the City of Riverbank desires that the following eligible activities be submitted as part of the Permanent Local Housing Allocation Formula Allocation Plan:

1. Ward Avenue Affordable Housing Project. Funds to assist with the costs of the offsite improvements in order to maintain housing affordability for future buyers.

2. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

3. Accessibility modifications in Lower-income Owner-occupied housing.

4. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the proposed Permanent Local Housing Allocation Formula Allocation Plan.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of December, 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: PLHA Plan Amendment

§302(c)(4) Plan	Rev. 5/7/21

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The amendment is requesting the allocation of the 2020 and 2021 funds to be used for the following activities: 1) To provide assistance for the development of low-income owner-occupied housing. This 28 lot single family home development has requested assistance with off-site infrastructure costs in order to allow for the homes to be affordably priced. It is the developer's intention that the affordability of these homes will allow our lower-income residents the opportunity to purchase their first home in conjunction with the City's First Time Home Buyer Program, 2) to assist persons who are experiencing homelessness by providing rental assistance, supportive/case management services, and the ability to acquire/rehabilitate homes for a transitional housing program within the City of Riverbank, 3) to enhance the City's current Owner Occupied Housing Rehabilitation Program to assist residents with ADA accessibility upgrades to their homes, 4) to acquire/rehabilitate foreclosed or vacant homes that can be sold to a low-income resident via the City's First Time Homebuyer Program, and 5) to enhance the City's First Time Home Buyer Program by having additional funds available for low-to no-interest loans for the purchase of an applicant's first home.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City's first priority for funding is the ability to assist the Ward Villas Project. This project is a 28 lot single family infill home development located in Riverbank. This project has requested funding to assist with offsite development costs such as water, sewer, storm, and street improvements. This assistance will allow the developer to price these homes affordably so that residents in the 80% AMI and lower brackets can purchase their home with the assistance of Riverbank's First Time Homebuyer Program. The First Time Home Buyer Program provides Gap Financing to residents for the purchase of their first home. The City utilizes Community Development Block Grant (CDBG) and HOME Investment Partnership funding from the State of California to fund this program. The program provides 30 year deferred loans with low-to-no interest charges. The City has also prioritized this funding to assist our homeless population by providing transitional housing opportunities where residents will be able to receive case management services.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The plan has been designed to achieve the following goals established in the 2014-2023 City of Riverbank Housing Element: 1) GOAL 2: Encourage and assist in the development of adequate housing to meet the needs of extremely low-, low-, and very low-income households particularly as it relates to Program 2.1b: Continue to assist developers of extremely low-, low-, and very low-income housing in the grant preparation process to help fund their developments. Funding will be prioritized for the development of housing affordable to extremely low-income households. The City assists developers by expediting review and approval of development applications to meet funding deadlines and providing information needed to support funding requests; 2) GOAL 4: Conseve and Improve the Condition of Existing Affordable Housing Stock as it relates to Program 4.1a which states that the City will continue to actively seek State and federal funding for the rehabilitation of homes; and 3) GOAL 5: Promote Housing Opportunities for All Persons Regardless of Race, Religion, Sex, Marital Status, Ancestry, National Origin, Color, Familial Status, or Disability as it relates to Program 5.1a which is to promote equal housing opportunites for all persons by having additional funding for the development of affordable housing and our housing programs.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	**50%**

The Ward Villas Project is a 28 lot project seeking funding that will allow the developer to offset costs associated with offsite development improvements (such as water, sewer, streets, and storm infrastructure). Offsetting such costs will allow the developer to keep the project affordable. It is their intent to sell these homes and for the purchaser's to be able to utilize the City of Riverbank's First Time Homebuyer Program which is funded by Program Income received from CDBG & HOME funds.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021												
Type of Affordable Housing Activity	Ownership: Development	Ownership: Development	Ownership: Development												
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	25	25													50
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	100%	100%	100%												
§302(c)(4)(E)(ii) Projected Number of Households Served	9	9	10												28

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	30	30	30													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

Major steps/actions for the completion of the Ward Villas Affordable Housing Project include: 1) Developer to submit on- and off-site improvement plans for approval, 2) Finalize Memorandum of Understanding between the City and the Developer, 3) Develop draft Lien to be placed on each property.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City of Riverbank intends to us a portion of the funding receive in order to reahbilitate homes so that they may be used as transitional housing for the City's homeless population. In conjunction with Stanislaus County, we intend to provide homeless residents with necessary case management services that will provide them with the necessary resources to transition from homelessness to full-time employment.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023														
Type of Activity for Persons Experiencing or At Risk of Homelessness	Transitional Housing: Rehabilitation	Transitional Housing: Rehabilitation														
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	20.00%														
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%														**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	23	23														46
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2														4
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	55	55														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

City to continue working with the local Stanislaus County Homeless Alliance and non-profit organizations for the development of a transitional housing program to provide much needed case management services to our local homeless population. Finalize contract with Cambridge Academies (501(c)3) who provides services to homeless individuals. Draft contract was approved on October 26, 2021 by the Riverbank City Council. Cambridge Academies will provide outreach, education, and operation services for the City's first Homeless Shelter.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	**50%**

The City currently has an existing owner-occupied Housing Rehabilitation Program which is designed to assist property owners with funds to address health and safety needs as well as ADA accessibility upgrades to their homes. All repairs will meet local and state building code requirements. Funds are made through low- to no-interest loans for residents that fall within the State established income levels.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	20.00%													
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**															0
§302(c)(4)(E)(ii) Projected Number of Households Served	1	1													2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	30	30													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

This program is already active within the City of Riverbank and would be implemented upon receipt of funding.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)	**50%**

In order to eliminate blight within low-income sections of town, the City would like to acquire and rehabilitate foreclosed homes. This will allow for the home to be either 1) sold to a low-income resident who can participate in the City's First Time Home Buyer Program or 2) provide a location to provide transitional housing and case management services to the homeless population.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023													
Type of Activity	Ownership: Acquisition	Ownership : Acquisition													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	60.00%	60.00%													

§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**															0
§302(c)(4)(E)(ii) Projected Number of Households Served	1	1													2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	30	30													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The City will need to work with a local real estate agent in order to determine homes that will be suitable for this purpose or attend actions of foreclosed homes that fit the parameters set by the City.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.4

SECTION 10: PUBLIC HEARINGS

Meeting Date:	December 14, 2021
Subject:	A **Resolution** Adopting City of Riverbank Mixed-Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing Fee Program
From:	Sean Scully, City Manager Nubia Goldstein, City Attorney

RECOMMENDATION

It is recommended that the City Council consider whether or not to approve the attached resolution approving a Mixed-Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing fee program.

SUMMARY/BACKGROUND

One of the key City Council priorities over the past 15 years has been facilitating the master planning, annexation, and permitting of important residential and commercial projects within Riverbank. Currently Riverbank has a variety of subdivisions in process and the City Council has consistently expressed desire to perform additional "jumpstarts" to support development projects to support Riverbank's growing housing and commercial needs.

Concurrently, Riverbank's needs for unique mixed use (high density residential and large-scale retail) projects have evolved and become more important over time. These potential projects have the ability to compliment more traditional development patterns (single family and small box retail). Traditionally the policy toolbox for jurisdictions that jumpstart and support specific types of unique developments are generally limited. Fortunately, California law encourages residential development to occur near public transportation and resident-serving retail or commercial uses. Staff has worked to create an aggressive framework to attract and support unique mixed used projects that combine high density housing with adjacent large scale retail opportunities adjacent to public transportation.

To this point; the policy program language states "Local agencies may decide to establish policies supporting this type of development by setting development fees at levels that recognize the walkability levels of integrated mixed use high density housing and commercial developments and encourage the integration of these high density mixed use projects (whether horizontally or vertically integrated) with other commercial, retail, entertainment, service and hospitality uses where the housing developments are integrated with a critical mass of shopping, dining, hospitality, entertainment, commercial, public transportation and job opportunities." Additionally, "the objectives of these fee policies include benefits such as encouraging healthier lifestyles, creation of jobs near employees' residences and commercial services, reducing automobile use and vehicle miles traveled, reducing air pollution, greenhouse gas emissions and energy consumption, increasing public transportation ridership while promoting a more sustainable non-automobile dependent lifestyle, reducing public infrastructure costs, decreasing the burden on the City's facilities and services, and reducing living costs for local residents. The City may decide to set reduced impact fees for housing to encourage the type and critical minimum amount of commercial development which meet these established goals." These goals include support for high density housing which in many cases is affordable by designing in that it gives alternatives for members of the population who cannot afford to rent or buy a house but at the same time may not qualify for classic vouchered or low income apartment housing.

In order to ensure that the afore mentioned goals apply in a limited context only to those high quality mixed use projects which have been discussed within this report staff would recommend that the reduced fee levels only apply based on the following very specific criteria as is defined as IT/HDMU (Integrated Transit/ High Density Mixed Use): IT/HDMU "means high density residential (15 units or more per acre) developments that meet at least three of the following criteria: (i) high density residential project that is either horizontally or vertically integrated with at least 160,000 square feet or more of retail, dining, commercial, entertainment or hospitality uses (collectively, "Commercial Uses") built as part of the same property or project; (ii) is located within a property that is designated Mixed Use by way of the General Plan, Zoning, or a Specific Plan; (iii) is located within a ½ mile from a major transit stop (as defined by Public Resources Code §21155(b)), or within ¼ mile of a bus stop on a major bus route with service during the morning and afternoon peak commute periods; or (iv) is located within ¼ mile of a neighborhood commercial center or district or property containing not less than 160,000 square feet of Commercial Uses, which may include, without limitation, a grocery store or a store that sells an array of grocery items or general merchandise."

The fee program would establish the fee level for IT/HDMU development at approximately 12% of the fees applicable under the current System Development Fee program. The draft fee program notes that this fee is established at a level which recognizes the numerous benefits that accrue to the City and an IT/HDMU project from the first 160,000 square feet of retail/commercial space in an IT/HDMU project, including without limitation the creation of hundreds of new jobs located in close proximity to the high density housing, healthier lifestyles, reducing automobile use and vehicle miles traveled, reducing air pollution, greenhouse gas emissions, auto congestion/safety, energy consumption, increasing public transportation while promoting a more sustainable non automobile dependent lifestyle, reducing public infrastructure costs, creating a more walkable community, decreasing the burden on the city's facilities and services, and reducing living costs for local residents. The benefits beyond the first 160,000 square feet of commercial/retail space are helpful but not vital to the success of the IT/HDMU project."

The concept is to encourage projects that allow high density projects the ability to live immediately adjacent to many of the retail services and public transportation opportunities necessary within a small radius. Additionally, this fee will likely serve as a rapid economic development tool encouraging larger scale commercial development which have significant sales tax benefits over a long-term period in Riverbank. Staff routinely reviews sales tax revenues from Riverbank businesses and is it is clear that a vast majority of sales tax revenues are received from larger scale (100,000SF and greater) retailers. These revenues are perhaps the most critical revenue source to the general fund and supportive projects with the characteristics identified in the definition of IT/HDMU have the potential to create similar benefits. It should be acknowledged that this a bold strategy, it is intended to induce unique housing and commercial needs in an expedited fashion, it is conceivable that projects with the IT/HDMU characteristics would be unlikely to develop in the short term.

FINANCIAL IMPACT

The levels of System Development Fees proposed for IT/HDMU projects levels will undoubtedly have an impact on funding levels for infrastructure improvements. However, the definitions and qualifications for IT/HDMU will specifically seek to attract projects that impose lower demands on City infrastructure and have significant tax related benefits for the City of Riverbank. The staff would recommend that the Council consider (at a future meeting) a funding strategy to address any potential shortfalls in the System Development Fund accounts that allows the excess sales tax revenue generated by these projects in the initial term to backfill any lost revenues should they be needed for particular infrastructure projects in the future.

STRATEGIC PLAN

This item is specifically related to section 7 of the Riverbank Strategic Plan which include a variety of strategies to support "economic development that promotes a jobs-housing balance."

ATTACHMENT

1. Resolution 2021-XXXX
2. Draft Fee Program

City of Riverbank

Resolution No. 2020- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ADOPTING CITY OF RIVERBANK MIXED-USE HIGH DENSITY RESIDENTIAL INTEGRATED WITH PUBLIC TRANSPORTATION AND RETAIL USES AND AFFORDABLE HOUSING FEE PROGRAM

Whereas, the City Council of the City of Riverbank adopted Resolution 97-110 on November 10, 1997 adopting the original System Development Charges in the City of Riverbank; and

Whereas, the 1997 System Development Fee Study and Fees were modified by Resolution Numbers 98-134, 99-32, 01-30, 02-37, 03-48, 04-52, 05-91, 08-084, 09-055; and

Whereas, the City Council adopted a complete overhaul of the System Development Fees on March 24, 2015 by Resolutions 2015-021; and

Whereas, the State of California, through the enactment of Government Code Sections 66001 through 66009 has, among other things, determined the nexus that must be established in the enactment of development impact fees; and

Whereas, the imposition of development impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of public facilities and service improvements necessary to accommodate such development in order to promote and protect the public health, safety and welfare; and

Whereas, the City Council authorized a 3.5% inflationary adjustment increase to the System Development Fees by adopting Resolution Number 2018-017 and has made periodic changes since that time; and

Whereas, Title 15, Section 150.33, Establishment of Fees, authorizes the City Council by Resolution to establish the amount of System Development Fees to be charged to new construction; and,

Whereas, the City Council of the City of Riverbank has encouraged residential, commercial and industrial growth within Riverbank for many years;

Whereas, the City Council of the City of Riverbank desires to create a fee program to support and encourage projects that include integrated large scale retail opportunities with high density residential integrated with public transportation; and

Whereas, the proposed program defines Mixed Use High Density Residential Integrated with Public Transportation in a very limited and specific manner defined in **Exhibit A;**

Whereas, the revised System Development Fees are exempt from environmental analysis under the California Environmental Quality Act as the adoption of the Traffic Impact Mitigation Fee Program Update, and revised System Development Fees area not a project subject to CEQA, or are exempt, because neither the Traffic Impact Mitigation Fee Program Update nor the revised System Development Fees has the potential to result in a physical change in the environment. (14 Cal. Code Reg. Section 15378, 15061 (b) (3).) Moreover, the facilities to be constructed through the fees collected have been analyzed in the City's 2025 General Plan EIR, and specific impacts will be evaluated at the project level for each capital facility; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank does hereby declare as follows:

1. The City of Riverbank Mixed-Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing fee program is adopted as set forth in **Exhibit "A**" attached hereto and incorporated herein.

2. This Resolution shall go into effect no sooner than 60 days following the final action on the adoption of the program.

3. This program shall only remain active for a maximum period of ten years unless otherwise amended or rescinded by the City Council.

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 0:

AYES:
NAYS:
ABSENT:
ABSTAINED:

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

Attachment: "Exhibit A"

1. **Fee Levels for Mixed Use High Density Residential Integrated with Public Transportation and Retail Uses and Affordable Housing**

California law encourages residential development to occur near public transportation and resident-serving retail or commercial uses. One example is Section 66005.1 of the Mitigation Fee Act, which provides that when a local agency imposes a traffic impact fee on a housing development that is adjacent to public transit and convenience retail uses, and that meets certain parking standards, the traffic impact fee should be set at an amount that reflects a lower rate of automobile trip generation than for other housing developments. Local agencies may decide to establish policies supporting this type of development by setting development fees at levels that recognize the walkability levels of integrated mixed use high density housing and commercial developments and encourage the integration of these high density mixed use projects (whether horizontally or vertically integrated) with other commercial, retail, entertainment, service and hospitality uses where the housing developments are integrated with a critical mass of shopping, dining, hospitality, entertainment, commercial, public transportation and job opportunities. It has been found that a minimum of 160,000 square feet of retail or commercial space is necessary to create the critical mass needed to generate these synergistic benefits of the integration of commercial and high density mixed use projects. The objectives of these fee policies include benefits such as encouraging healthier lifestyles, creation of jobs near employees' residences and commercial services, reducing automobile use and vehicle miles traveled, reducing air pollution, greenhouse gas emissions and energy consumption, increasing public transportation ridership while promoting a more sustainable non-automobile dependent lifestyle, reducing public infrastructure costs, decreasing the burden on the City's facilities and services, and reducing living costs for local residents. The City may decide to establish impact fees for housing to encourage the type and critical minimum amount of commercial development which meet these established goals

California law also supports and encourages the development of affordable housing. The California Legislature has declared that the availability of housing is of vital statewide importance and that local governments have a responsibility to facilitate the improvement and development of housing to provide for the housing needs of all economic segments of the community. In addition to government subsidized housing, residential developments that increase the amount of dwelling units per acre compared to that of the majority of the surrounding housing types are increasingly considered more affordable or "affordable by design" and allow for lower income residents an entry point into an otherwise higher cost housing market. The preponderance of low density housing in a community can unintentionally exclude those of lower socioeconomic status from becoming a member of the community. Higher density projects and mixed use high density projects provide more affordable housing options for those of lower social economic status to be a part of the community. Further, mixed use high density property integrated with commercial development of at least 160,000 square feet located near transit lines provide even greater affordability by reducing the reliance on autos and providing employment and shopping options within walking distance or located on main transit lines. The City encourages these types of affordable mixed use residential and commercial projects. Examples of more affordable options in the community or affordable by design projects include, without limitation, subsidized housing, high density residential projects including densities exceeding 15 units an acre, smaller unit sizes, or more compact living spaces with shared amenities and outdoor spaces. Affordable by design housing options include without limitation, higher density apartments and townhome housing product, and subsidized housing, both for rent and for sale. In order to help make the development of more affordable housing economically feasible, the City may decide to set impact fees for affordable housing developments at levels below the following HDR Fees.

2. The following is the fee structure that has been adopted by the City (the "HDR Fees"):

Project Type	Traffic	Water	Sewer	Storm	Parks / Rec	Police	5% Adm	Total
Clustered Rural (RR)	$4,308	$13,958	$5,199	$7,899	$3,562	$1,290	$1,779	$37,995
Low Density (LDR)	$3,625	$7,270	$3,170	$7,164	$4,049	$1,466	$1,310	$28,054
Medium Density (MDR)	$3,199	$6,979	$2,648	$2,892	$3,470	$1,255	$998	$21,441
High Density (HDR)	$2,730	$5,060	$3,251	$3,264	$2,892	$1,046	$891	$19,134
Commercial Fees	$4.52 psf	$2.15 psf	$1.72 psf	$4.37 psf	N/A	$0.38	$0.66	$13.80

Integrated Transit/High Density Mixed Use ("IT/HDMU") should be added as a project type to the HDR Fees above. The HDR Fees for IT/HDMU should be established at 12% of the fee amount for each category of the applicable HDR Fee ("Modified IT/HDMU Fees"). IT/HDMU means high density residential (15 units or more per acre) developments that meet at least three of the following criteria: (i) high density residential project that is either horizontally or vertically integrated with at least 160,000 square feet or more of retail, dining, commercial, entertainment or hospitality uses (collectively, "Commercial Uses") built as part of the same property or project; (ii) is located within a property that is designated Mixed Use by way of the General Plan, Zoning, or a Specific Plan; (iii) is located within a ½ mile from a major transit stop (as defined by Public Resources Code §21155(b)), or within ¼ mile of a bus stop on a major bus route with service during the morning and afternoon peak commute periods; or (iv) is located within ¼ mile of a neighborhood commercial center or district or property containing not less than 160,000 square feet of Commercial Uses, which may include, without limitation, a grocery store or a store that sells an array of grocery items or general merchandise.

There are numerous important benefits that accrue to the City and an IT/HDMU project from the first 160,000 square feet of retail/commercial space in an IT/HDMU project, including without limitation the creation of hundreds of new jobs located in close proximity to the high density housing, healthier lifestyles, reducing automobile use and vehicle miles traveled, reducing air pollution, greenhouse gas emissions, auto congestion/safety, energy consumption, increasing public transportation while promoting a more sustainable non automobile dependent lifestyle, reducing public infrastructure costs, creating a more walkable community, decreasing the burden on the city's facilities and services, and reducing living costs for local residents. The benefits beyond the first 160,000 square feet of commercial/retail space are helpful but not vital to the success of the IT/HDMU project.

In recognizing the synergistic benefits that come from the first 160,000 square feet of commercial/retail space in an IT/HDMU project, HDR Fees associated with the first 160,000 square feet of commercial/retail space in an IT/HDMU project shall be established at 12% of the fee amount for each category of HDR Fees for commercial space which is not located in an IT/HDMU project (“Modified Commercial Fees”).

Upon satisfying the requirements to obtain a building permit for 160,000 square feet of Commercial Uses (the “Commercial Permit”), the applicant’s residential development shall be eligible for the Modified IT/HDMU Fees and the applicant’s development of the first 160,000 square feet of commercial/retail space shall be eligible for the Modified Commercial Fees.

Provided the Commercial Permit requirement has been satisfied prior to the residential development, then in such event, the Modified IT/HDMU Fees shall be charged at the time the IT/HDMU building permits are obtained. If the residential development is permitted before the Commercial Permit, then in such event, at the time the Commercial Permit is satisfied, the City shall promptly reimburse the applicant the difference between the HDR Fees previously paid and the Modified IT/HDMU Fees.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	December 14, 2021
Subject:	Presentation of the Solid Waste Rate Study Prepared by Bartle Wells Associates and Request to Establish the Public Hearing Date for the Adoption of the Proposed Solid Waste Rates on Tuesday, February 22, 2022
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Administrative Services Director

RECOMMENDATION

It is recommended that the City Council accept a presentation of the Final Draft of the Solid Waste Rate Study and consider establishing the Public Hearing date for the adoption of the proposed solid waste rates for Tuesday, February 22, 2022.

SUMMARY

In September, the City Council authorized a contract with Bartle Wells Associates for the preparation of the Solid Waste Rate Study prepared pursuant to Proposition 218. The report focused on reviewing the rates proposed by Gilton Solid Waste which would provide the funding necessary to comply with the requirements of SB 1383. Should the City Council decide to move forward with the adoption of the proposed rates, it is recommended that the public hearing date be set for Tuesday, February 22, 2022.

BACKGROUND

Over the past number of years, the California legislature has passed a variety of new laws that have had significant impact on the way that solid waste and recycling is managed in California. The most recent and significant new legislation SB1383 (Short Lived Climate Pollutants: Organic Waste Reduction) will place new requirements on each jurisdiction with regard to solid waste services. Gilton's January 21st letter to the City Council notes that "SB 1383 will further support California's efforts to achieve the statewide 75% recycling goal established in AB 341 and strengthen the implementation of mandatory commercial organics recycling established in AB 1826. SB 1383 was finalized on November 10, 2020, and is required to be implemented on January 1, 2022. There are several actions that each jurisdiction in the state will be required to do in order to meet SB 1383 mandates".

SB 1383 is intended to reduce methane emissions at landfills through a process of reducing the disposal of organic waste by 75% below 2014 levels. Organic waste is defined as green materials, wood waste, fiber materials, food scraps, food soiled paper, and landscaping and pruning waste. In order to meet these mandates, changes will be needed to Riverbank's current waste disposal system.

In March of this year the City Council received a presentation from Gilton regarding options being developed to comply with SB 1383. The options for complying with the legislation result in two basic options. The first options is to add a 3rd can (recycling can) and onboard appropriate staff as code compliance officers to ensure that residents are appropriately following the guidelines for dividing various refuse into the appropriate cans. This option comes with significant costs in terms of additional service infrastructure and staff from Gilton (additional cans, additional trucks, and Gilton staff to provide the service).

Alternatively, Gilton has proposed to its current client municipalities a high diversion Material Recovery Facility (MRF) system. Having this system would negate the need for a third can as the waste streams would be sorted by the MRF system ensuring that organic and materials appropriate to be recycled were diverted from the overall waste stream that could otherwise end up in the landfill. Gilton provided a general explanation of this equipment and system at the March 9th City Council meeting.

After completing their analysis and Gilton presented to Council the strategy and preliminary associated costs. Gilton estimates that the base increase for the average residential utility account will increase by approximately $11.57 monthly (approximately a 33% increase). In addition, Gilton will provide additional SB 1383 compliance services for the following:

1. Compost Procurement
2. Contamination Monitoring, Route Reviews & Waste Audits
3. Outreach & Education

These additional services will add $0.28 to the monthly cost for a **total increase of $11.85 per month for residential customers.**

At the August 24, 2021 meeting, the City Council provided feedback to staff indicating its desire to move forward with the proposed MRF system and authorized staff to initiate the Proposition 218 process to analyze and consider this, and future, rate increases for solid waste services.

The following proposed rates were presented to the City Council and were the subject of the evaluation by Bartle Wells Associates to ensure that the additional costs as a result of SB 1383 were equitably allocated to the City of Riverbank:

Table 1
City of Riverbank - Solid Waste
Current and Proposed Rates

Rate Type	Current Rates	Proposed Rates
Residential - 90 gallon can & Recycle	$23.40	$35.25
Residential - 30 gallon can & Recycle	20.52	32.37
Residential - 90 gallon can & Recycle - Low Income Senior/Disabled Rate	17.55	29.40
Residential - 30 gallon can & Recycle - Low Income Senior/Disabled Rate	15.44	27.29
Residential - (2) 90 gallon cans & Recycle	30.85	50.70
Residential - (3) 90 gallon cans & Recycle	38.30	66.15
Residential - (2) 90 gallon cans & Recycle - Low Income Senior/Disabled Rate	24.37	42.82
Non Residential & Small Business - 90	23.40	35.25
Non Residential & Small Business - 30	20.59	32.44
Non Residential & Small Business - (2) 90 Gallon Cans & Recycle	30.85	50.70
Non Residential & Small Business - (3) 90 Gallon Cans & Recycle	38.30	66.15
Non Residential & Small Business - (4) 90 Gallon Cans & Recycle	45.75	81.60
Commercial - 1 yd Bin 1x per week pickup	57.06	69.41
Commercial - 2 yd Bin 1x per week pickup	90.63	115.33
Commercial - 2 yd Bin 2x per week pickup	165.31	214.71
Commercial - 2 yd Bin 3x per week pickup	240.12	314.22
Commercial - 3 yd Bin 1x per week pickup	124.70	161.75
Commercial - 3 yd Bin 2x per week pickup	226.16	300.26
Commercial - 3 yd Bin 3x per week pickup	316.53	427.68
Commercial - 3 yd Bin 4x per week pickup	426.25	574.45
Commercial - 4 yd Bin 1x per week pickup	162.75	212.15
Commercial - 4 yd Bin 2x per week pickup	299.42	398.22
Commercial - 4 yd Bin 3x per week pickup	417.55	565.75
Commercial - 4 yd Bin 4x per week pickup	500.99	698.59
Commercial - 4 yd Bin 5x per week pickup	615.93	862.93
Commercial - 4 yd Bin 6x per week pickup	739.42	1,035.82
Commercial - 6 yd Bin 1x per we!J< pickup	223.11	297.21
Commercial - 6 yd Bin 2x per week pickup	412.35	560.55
Commercial - 6 yd Bin 3x per week pickup	593.84	816.14
Commercial - 6 yd Bin 4x per week pickup	693.32	989.72
Commercial - 6 yd Bin 5x per week pickup	833.35	1,203.85
Commercial - 6 yd Bin 6x per week pickup	$867.31	$1,311.91

SOLID WASTE RATE STUDY FINDINGS

The Solid Waste Rate Study ("The Study") was performed by Bartle Wells Associates, an independent consultant for the City. The Study entailed an evaluation of the financial information that was provided by Gilton Solid Waste to substantiate the proposed rate increase for our residents.

After a thorough review, Bartle Wells Associates has determined ***"the cost for Gilton to provide service has increased due to new regulation. BWA finds the proposed rates reflect the cost for the City to provide solid waste service."***

NEXT STEPS

With the Solid Waste Rate Study now complete and in order to proceed with the adoption of the proposed rates the City Council should consider the following next steps:

1. City Council should set a public hearing and send notices to customers as required by the Government Code under Proposition 218.
2. Hold public hearing to discuss the rate increases and adopt rates by Resolution.

The Government Code requires a minimum 45 day protest period before holding the public hearing. This would set the public hearing date for Tuesday, February 22, 2022.

Proposition 218 notices with all of the required information, will be sent to all current property owners within the City of Riverbank and will be sent in both an English and Spanish.

FINANCIAL IMPACT

There is no financial impact associated with this report. Should rates be adopted at the February 22, 2022 Public Hearing, rates would be effective as of March 1, 2022.

STRATEGIC PLAN

This report has been prepared to accomplish the following Goal established during the August 10, 2021 Strategic Planning Session:

"Ensure Financial Stability"

ATTACHMENT

1. Solid Waste Rate Study

BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

2625 Alcatraz Ave, #602
Berkeley, CA 94705
Tel 510 653 3399

DATE: December 8, 2021

TO: Marisela H. Garcia, Assistant City Manager/Admin. Services Director, City of Riverbank

FROM: Doug Dove and Erik Helgeson, Bartle Wells Associates

SUBJECT: Solid Waste Rate Study

MEMORANDUM

Background

Currently, the City of Riverbank (the "City") receives solid waste collection and disposal services ("solid waste services") from Gilton Solid Waste Management, Inc., a California corporation ("Gilton"). Gilton has been providing solid waste services to the residents and businesses of Riverbank for over 40 years. Gilton is requesting rate increases due to increasing operating and capital costs.

Rate Increase Driver

Gilton is requesting an increase in the rates charged in 2022, to meet the requirements of SB 1383. Rate increases in the subsequent four years of the 218 notice period will increase based on the change in the Consumer Price Index to account for the rising costs of operating and disposal costs due to inflation. SB 1383 is an effort to reduce emissions of short-lived climate pollutants (SLCP) by reducing organic waste disposal by 75 percent by 2025. The new legislation was finalized on Nov. 10, 2020 and is set to be implemented on Jan. 1, 2022. A detailed description of how SB 1383 will increase annual operating costs is included in Appendix B. In addition to increased annual operating costs, Gilton will need to construct a High Diversion Material Recovery Facility (MRF) and will need to purchase additional vehicles.

Proposition 218 Requirements

In order to cover the costs of providing solid waste services the existing rates must increase. Article XIIID, Section 6 of the Constitution of the State of California, which was enacted by Proposition 218 in 1996 ("Section 6"), established requirements for imposing any new or increasing any existing property-related fees and charges. Among other things, Section 6 requires that the fees for solid waste services not exceed the proportional cost of the service attributable to the property charged. (Cal. Const., art. XIIID, § 6, subd. (b), par. (3).) Section 6 also requires the revenues acquired from the solid waste services fees not exceed the amount needed to provide the property with solid waste services and not be used for any other purpose other than providing the service. (Cal. Const., art. XIIID, §6, subd. (b), pars. (1),(2).) This Solid Waste Rate Study (the "Study") is intended to evaluate the costs of providing solid waste services within the City and establish a basis for imposing the rate increases.

Services Provided

Gilton has been charging the same rates for residential services since 2018. It currently provides a 90 gallon trash bin and a 90 gallon green waste bin pickup every week, along with a CRT Voucher for the disposal of TV/PC monitors, Curbside Electronic Waste Program, a Curbside Bulky Item Program, Illegal Dump Program, and a Christmas Tree Pick-Up Program.

Gilton also provides services for commercial customers. The commercial service rates are based on bin size and the number of times per week that bins are collected. These rates have also been in effect since 2018 and Gilton is requesting increases to off-set additional costs.

The City's contract with Gilton Waste Management stipulates that Riverbank receives a percentage of the revenue from solid waste customers to pay for administrative and overhead costs, associated with administering the solid waste and disposal services.

Summary and Findings

The cost for Gilton to continue to provide service has increased due to inflation and new regulation. BWA finds the proposed rates reflect the costs for the City to provide solid waste service.

Implementation of Rates

Detailed steps for implementing the recommended Solid Waste Rates are summarized below:

1. The City of Riverbank's current Municipal Code requires that solid waste rates be set by Resolution.
2. City Council should set a public hearing and send notice as required by Government Code.
3. Hold public hearing to discuss the rate increases.
4. Fees may become effective immediately after adoption.

Appendix A – Study Tables and Figures

- Table 1 lists the different rate classes and their current and proposed service charges.
- Table 2 summarizes the estimated annual revenue for Gilton and the City of Riverbank from the current solid waste rate structure.
- Table 3 summarizes the estimated annual revenue for Gilton and the City of Riverbank from the proposed rates.
- Table 4 compares the current waste service rates for residential customers in Riverbank against other cities in the region. Cities were chosen based on their proximity to the City of Riverbank. Their service providers are also listed. The Average does not include "Riverbank *Discount*" Rate.
- Table 5 summarizes the discount programs for waste services amongst the cities surveyed. Application should be sent to the City Manager to apply for Riverbank's discount program.
- Figure 1 gives a visual representation of Table 4.
- Figure 2 gives a visual representation of Table 5.

Appendix B – Gilton SB 1383 Operational Costs Narrative

Appendix A

Study Tables and Figures

Table 1
City of Riverbank - Solid Waste
Current and Proposed Rates

Rate Type	Current Rates	Proposed Rates
Residential - 90 gallon can & Recycle	$23.40	$35.25
Residential - 30 gallon can & Recycle	20.52	32.37
Residential - 90 gallon can & Recycle - Low Income Senior/Disabled Rate	17.55	29.40
Residential - 30 gallon can & Recycle - Low Income Senior/Disabled Rate	15.44	27.29
Residential - (2) 90 gallon cans & Recycle	30.85	50.70
Residential - (3) 90 gallon cans & Recycle	38.30	66.15
Residential - (2) 90 gallon cans & Recycle - Low Income Senior/Disabled Rate	24.37	42.82
Non Residential & Small Business - 90	23.40	35.25
Non Residential & Small Business - 30	20.59	32.44
Non Residential & Small Business - (2) 90 Gallon Cans & Recycle	30.85	50.70
Non Residential & Small Business - (3) 90 Gallon Cans & Recycle	38.30	66.15
Non Residential & Small Business - (4) 90 Gallon Cans & Recycle	45.75	81.60
Commercial - 1 yd Bin 1x per week pickup	57.06	69.41
Commercial - 2 yd Bin 1x per week pickup	90.63	115.33
Commercial - 2 yd Bin 2x per week pickup	165.31	214.71
Commercial - 2 yd Bin 3x per week pickup	240.12	314.22
Commercial - 3 yd Bin 1x per week pickup	124.70	161.75
Commercial - 3 yd Bin 2x per week pickup	226.16	300.26
Commercial - 3 yd Bin 3x per week pickup	316.53	427.68
Commercial - 3 yd Bin 4x per week pickup	426.25	574.45
Commercial - 4 yd Bin 1x per week pickup	162.75	212.15
Commercial - 4 yd Bin 2x per week pickup	299.42	398.22
Commercial - 4 yd Bin 3x per week pickup	417.55	565.75
Commercial - 4 yd Bin 4x per week pickup	500.99	698.59
Commercial - 4 yd Bin 5x per week pickup	615.93	862.93
Commercial - 4 yd Bin 6x per week pickup	739.42	1,035.82
Commercial - 6 yd Bin 1x per we!J< pickup	223.11	297.21
Commercial - 6 yd Bin 2x per week pickup	412.35	560.55
Commercial - 6 yd Bin 3x per week pickup	593.84	816.14
Commercial - 6 yd Bin 4x per week pickup	693.32	989.72
Commercial - 6 yd Bin 5x per week pickup	833.35	1,203.85
Commercial - 6 yd Bin 6x per week pickup	$867.31	$1,311.91

Table 2
City of Riverbank - Solid Waste
Gilton Current Billing Structure

Rate Type	Customers	Current Rates	Estimated Monthy Revenue	Estimated Annual Revenue	Gilton Cost	Net Revenue
Residential - 90 gallon can & Recycle	6,204	$23.40	$145,173.60	$1,742,083.20	$1,518,225.51	$223,857.69
Residential - 30 gallon can & Recycle	143	20.52	2,934.36	35,212.32	30,687.54	4,524.78
Residential - 90 gallon can & Recycle - Low Income Senior/Disabled Rate	95	17.55	1,667.25	20,007.00	17,436.10	2,570.90
Residential - 30 gallon can & Recycle - Low Income Senior/Disabled Rate	37	15.44	571.28	6,855.36	5,974.45	880.91
Residential - (2) 90 gallon cans & Recycle	33	30.85	1,018.05	12,216.60	10,646.77	1,569.83
Residential - (3) 90 gallon cans & Recycle	3	38.30	114.90	1,378.80	1,201.62	177.18
Residential - (2) 90 gallon cans & Recycle - Low Income Senior/Disabled Rate	279	24.37	6,799.23	81,590.76	71,106.35	10,484.41
Non Residential & Small Business - 90 Gallon can	2	23.40	46.80	561.60	489.43	72.17
Non Residential & Small Business - 30 Gallon can	2	20.59	41.18	494.16	430.66	63.50
Non Residential & Small Business - (2) 90 Gallon Cans & Recycle	4	30.85	123.40	1,480.80	1,290.52	190.28
Non Residential & Small Business - (3) 90 Gallon Cans & Recycle	4	38.30	153.20	1,838.40	1,602.17	236.23
Non Residential & Small Business - (4) 90 Gallon Cans & Recycle	8	45.75	366.00	4,392.00	3,827.63	564.37
Commercial - 1 yd Bin 1x per week pickup	1	57.06	57.06	684.72	582.01	102.71
Commercial - 2 yd Bin 1x per week pickup	50	90.63	4,531.50	54,378.00	46,221.30	8,156.70
Commercial - 2 yd Bin 2x per week pickup	6	165.31	991.86	11,902.32	10,116.97	1,785.35
Commercial - 2 yd Bin 3x per week pickup	24	240.12	5,762.88	69,154.56	58,781.38	10,373.18
Commercial - 3 yd Bin 1x per week pickup	13	124.70	1,621.10	19,453.20	16,535.22	2,917.98
Commercial - 3 yd Bin 2x per week pickup	7	226.16	1,583.12	18,997.44	16,147.82	2,849.62
Commercial - 3 yd Bin 3x per week pickup	0	316.53	0.00	0.00	0.00	0.00
Commercial - 3 yd Bin 4x per week pickup	0	426.25	0.00	0.00	0.00	0.00
Commercial - 4 yd Bin 1x per week pickup	45	162.75	7,323.75	87,885.00	74,702.25	13,182.75
Commercial - 4 yd Bin 2x per week pickup	27	299.42	8,084.34	97,012.08	82,460.27	14,551.81
Commercial - 4 yd Bin 3x per week pickup	20	417.55	8,351.00	100,212.00	85,180.20	15,031.80
Commercial - 4 yd Bin 4x per week pickup	10	500.99	5,009.90	60,118.80	51,100.98	9,017.82
Commercial - 4 yd Bin 5x per week pickup	4	615.93	2,463.72	29,564.64	25,129.94	4,434.70
Commercial - 4 yd Bin 6x per week pickup	2	739.42	1,478.84	17,746.08	15,084.17	2,661.91
Commercial - 6 yd Bin 1x per week pickup	9	223.11	2,007.99	24,095.88	20,481.50	3,614.38
Commercial - 6 yd Bin 2x per week pickup	8	412.35	3,298.80	39,585.60	33,647.76	5,937.84
Commercial - 6 yd Bin 3x per week pickup	3	593.84	1,781.52	21,378.24	18,171.50	3,206.74
Commercial - 6 yd Bin 4x per week pickup	0	693.32	0.00	0.00	0.00	0.00
Commercial - 6 yd Bin 5x per week pickup	0	833.35	0.00	0.00	0.00	0.00
Commercial - 6 yd Bin 6x per week pickup	1	$867.31	$867.31	$10,407.72	$8,846.56	$1,561.16

Table 3
City of Riverbank - Solid Waste
Gilton Proposed Billing Structure

Rate Type	Customers	Current Rates	Estimated Monthy Revenue	Estimated Annual Revenue	Gilton Cost	Net Revenue
Residential - 90 gallon can & Recycle	6,204	$35.25	$218,691.00	$2,624,292.00	$2,287,070.48	$337,221.52
Residential - 30 gallon can & Recycle	143	32.37	4,628.91	55,546.92	48,409.14	7,137.78
Residential - 90 gallon can & Recycle - Low Income Senior/Disabled Rate	95	29.40	2,793.00	33,516.00	29,209.19	4,306.81
Residential - 30 gallon can & Recycle - Low Income Senior/Disabled Rate	37	27.29	1,009.73	12,116.76	10,559.76	1,557.00
Residential - (2) 90 gallon cans & Recycle	33	50.70	1,673.10	20,077.20	17,497.28	2,579.92
Residential - (3) 90 gallon cans & Recycle	3	66.15	198.45	2,381.40	2,075.39	306.01
Residential - (2) 90 gallon cans & Recycle - Low Income Senior/Disabled Rate	279	42.82	11,946.78	143,361.36	124,939.43	18,421.93
Non Residential & Small Business - 90 Gallon can	2	35.25	70.50	846.00	737.29	108.71
Non Residential & Small Business - 30 Gallon can	2	32.44	64.88	778.56	678.52	100.04
Non Residential & Small Business - (2) 90 Gallon Cans & Recycle	4	50.70	202.80	2,433.60	2,120.88	312.72
Non Residential & Small Business - (3) 90 Gallon Cans & Recycle	4	66.15	264.60	3,175.20	2,767.19	408.01
Non Residential & Small Business - (4) 90 Gallon Cans & Recycle	8	81.60	652.80	7,833.60	6,826.98	1,006.62
Commercial - 1 yd Bin 1x per week pickup	1	69.41	69.41	832.92	707.98	124.94
Commercial - 2 yd Bin 1x per week pickup	50	115.33	5,766.50	69,198.00	58,818.30	10,379.70
Commercial - 2 yd Bin 2x per week pickup	6	214.71	1,288.26	15,459.12	13,140.25	2,318.87
Commercial - 2 yd Bin 3x per week pickup	24	314.22	7,541.28	90,495.36	76,921.06	13,574.30
Commercial - 3 yd Bin 1x per week pickup	13	161.75	2,102.75	25,233.00	21,448.05	3,784.95
Commercial - 3 yd Bin 2x per week pickup	7	300.26	2,101.82	25,221.84	21,438.56	3,783.28
Commercial - 3 yd Bin 3x per week pickup	0	427.68	0.00	0.00	0.00	0.00
Commercial - 3 yd Bin 4x per week pickup	0	574.45	0.00	0.00	0.00	0.00
Commercial - 4 yd Bin 1x per week pickup	45	212.15	9,546.75	114,561.00	97,376.85	17,184.15
Commercial - 4 yd Bin 2x per week pickup	27	398.22	10,751.94	129,023.28	109,669.79	19,353.49
Commercial - 4 yd Bin 3x per week pickup	20	565.75	11,315.00	135,780.00	115,413.00	20,367.00
Commercial - 4 yd Bin 4x per week pickup	10	698.59	6,985.90	83,830.80	71,256.18	12,574.62
Commercial - 4 yd Bin 5x per week pickup	4	862.93	3,451.72	41,420.64	35,207.54	6,213.10
Commercial - 4 yd Bin 6x per week pickup	2	1,035.82	2,071.64	24,859.68	21,130.73	3,728.95
Commercial - 6 yd Bin 1x per week pickup	9	297.21	2,674.89	32,098.68	27,283.88	4,814.80
Commercial - 6 yd Bin 2x per week pickup	8	560.55	4,484.40	53,812.80	45,740.88	8,071.92
Commercial - 6 yd Bin 3x per week pickup	3	816.14	2,448.42	29,381.04	24,973.88	4,407.16
Commercial - 6 yd Bin 4x per week pickup	0	989.72	0.00	0.00	0.00	0.00
Commercial - 6 yd Bin 5x per week pickup	0	1,203.85	0.00	0.00	0.00	0.00
Commercial - 6 yd Bin 6x per week pickup	1	$1,311.91	$1,311.91	$15,742.92	$13,381.48	$2,361.44

Table 4
City of Riverbank - Solid Waste
Garbage Rates and Programs

City		Rate	Size	Collections	Service Provider
Waterford	$	22.13	3 bins (96 gal refuse-96 gal green)	Recycling/green every other week	Gilton
Newman	$	23.04	2 bins (90 gal refuse-90 gal recycling)	Recycling picked up every other Fri	Bertolotti
Riverbank (current)	**$**	**23.40**	**2 bins (90 gal refuse-90 gal green)**	**Every week**	Gilton
Hughson	$	23.41	3 bins (96 gal refuse-64 gal recycle-64 gal green)	Recycling/green every other week	Gilton
Ceres	$	33.92	2 bins (90 gal refuse-60 gal recycling)	Recycling every other week	Bertolotti
Oakdale	$	35.15	2 bins (90 gal refuse-90 gal recycling)	Every week	Gilton
Riverbank (proposed)	**$**	**35.25**	**2 bins (90 gal refuse-90 gal green)**	**Every week**	Gilton
Modesto	$	36.63	2 bins (90 gal refuse-90 gal recycling)	Every week	Gilton and Bertolotti
Patterson	$	38.02	3 bins (90 gal)	Recycling/green every week	Bertolotti
Turlock	$	41.70	3 bins (96 gal refuse-68 gal recycle-95 gal green)	Every week	Turlock Scavenger
Lathrop	$	43.02	3 bins (90 gal refuse-65 gal recycle-90 gal green)	Every week	Republic Services
Tracy	$	43.20	3 bins (90 gal refuse-96 gal recycle-96 gal green)	Recycling/green every other week	Tracy Disposal
Stockton	$	49.73	3 bins (90 gal garbage-60 gal recycle-90 gal green)	Every week	Republic Services and Waste Management
Brentwood	$	54.03	3 bins (96 gal refuse-96 gal recycle & green)	Recycling/green every other week	City of Brentwood
Los Banos	$	58.98	3 bins (96 gal refuse-96 gal recycle & green)	Every week	Mid Valley Disposal

Table 5

City of Riverbank - Solid Waste

Garbage Discount Program

City		Rate	Program
Riverbank (current)	**$**	**17.55**	**Discount for low-income and seniors**
Newman	$	21.50	None
Oakdale	$	21.69	None
Ceres	$	23.40	Low-income exemption from 3% Utility Users Tax (UUT)
Patterson	$	28.02	Discount for seniors
Riverbank (proposed)	**$**	**29.30**	**Discount for low-income and seniors**
Lathrop	$	32.24	Discount for seniors
Brentwood	$	33.17	Discount for seniors
Hughson	$	34.46	Discount for seniors (70) and low-income physically impaired folks
Modesto	$	36.63	None
Turlock	$	38.10	Discount for seniors
Waterford	$	38.28	None
Tracy	$	43.20	None
Stockton	$	44.80	Discount for seniors, low-income and disabled folks
Los Banos	$	51.21	None
Livermore	$	52.83	Discount for low-income customers who qualify for PG&E CARE program

Figure 1
City of Riverbank - Solid Waste
Garbage Rates and Programs

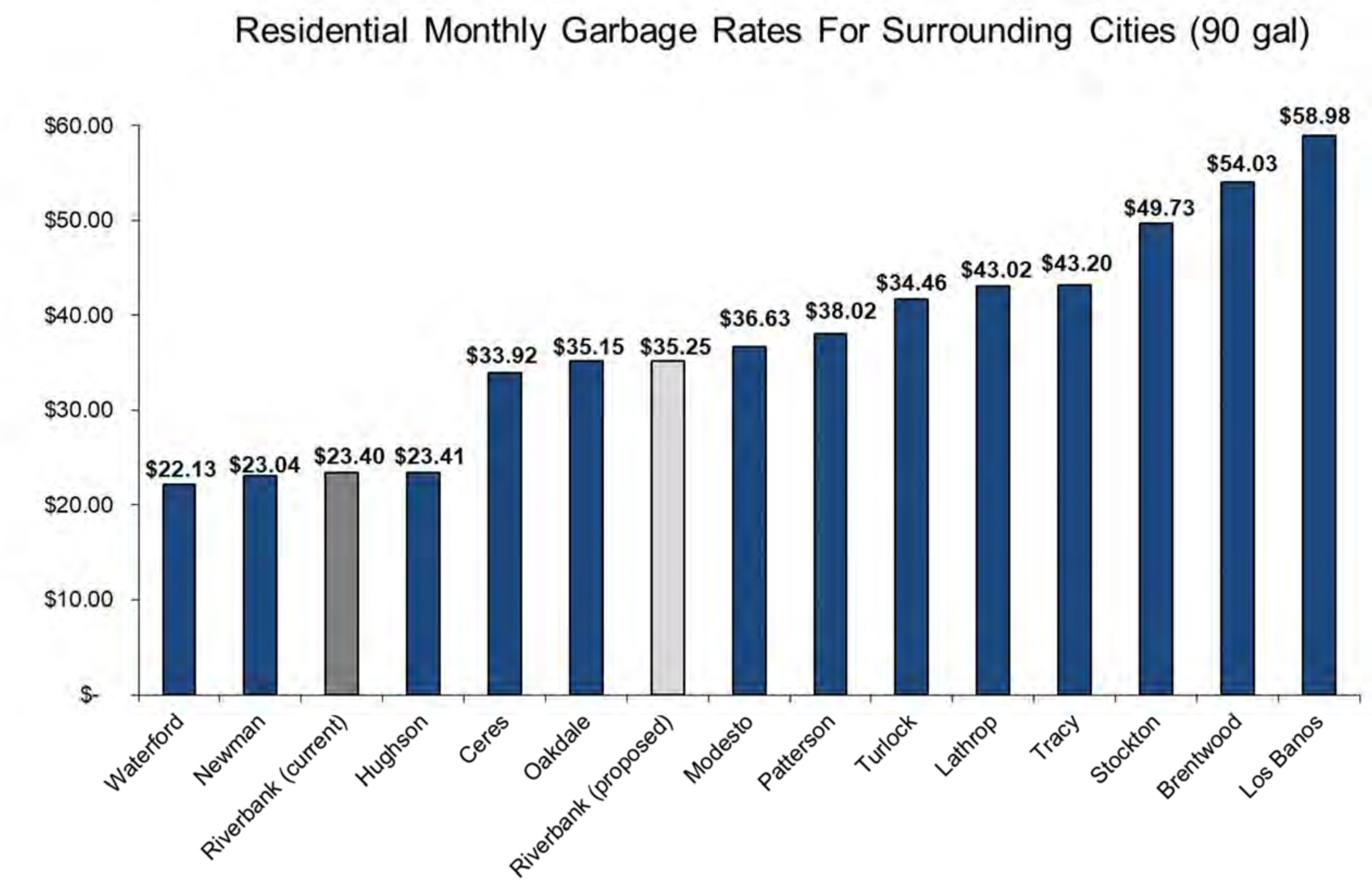
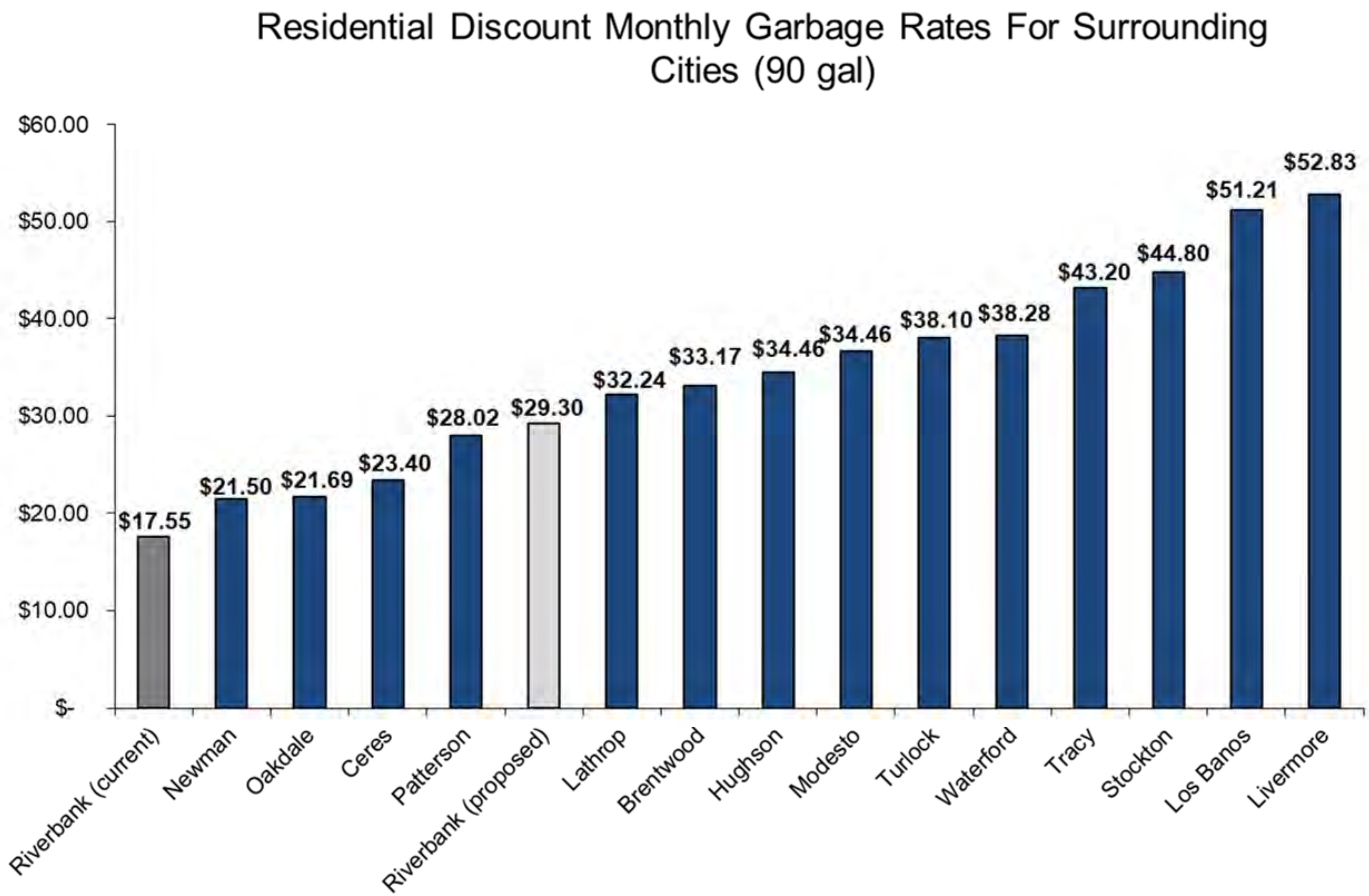


Figure 2
City of Riverbank - Solid Waste
Garbage Discount Programs



Appendix B

Gilton SB 1383 Operational Costs Narrative

SB 1383 – Operational Costs Narrative

GILTON SOLID WASTE MANAGEMENT, INC.

Residential Collection:

Gilton Solid Waste Management, Inc. (GSW) will continue to use a two-container collection system as previously presented to City Staff and City Council. Standard service consists of one 90-gallon black container for municipal solid waste (MSW) and one 90-gallon green container for mixed organics.

SB 1383 requires that existing containers and any new containers contain additional information on the lids to educate customers of the acceptable materials to be placed in the organics (green) container. The container lids will indicate, via decal or hot stamp, the type of materials acceptable to be placed in the container as an educational feature. We have included these costs in our cost computations.

GSW will collect both containers once per week at the same time with our ONE PASS trucks, which GSW currently uses in the City's service areas. Our ONE PASS trucks consist of a split body with two compartments that hold each waste stream separately. The increased monitoring requirements of SB 1383 will require additional man and equipment hours to complete the collection process as compared to our current system. Truck and manpower costs are allocated to your City based on the time spent in the collection of the waste streams generated by your residents and businesses. The new mandated requirements imposed on you will require additional time for Gilton to complete the collection of residential waste streams in your City.

To meet these additional monitoring requirements, we will be watching for contamination as the waste stream is being collected, recording incidents of contamination, and notifying customers of contamination. This will require monitoring equipment on each truck, both in cab and external, to allow our drivers to accomplish these tasks. We have included our best estimate of what we believe the additional costs for the vehicle and labor will be to meet the requirements of SB 1383 for your community. We are anticipating a need for 6 additional drivers and a supervisor position to handle the new mandates. We will also add a Data Collections Technician who will receive and compile data each day from our drivers that will be provided to the Code Enforcement Officers of each City. Your community has been allocated a portion of those costs based on our estimates of your specific requirements.

The materials from each of the two respective containers will be collected into separate sides of our two-compartment ONE PASS collection vehicle to maintain the source separation as done by the customer. The driver will be watching via on-board cameras as the containers are dumped to identify contamination issues for monitoring, reporting and possible container tagging. Upon achieving load capacity, the collection vehicle will proceed to Gilton Resource Recovery/Transfer Facility, Inc. (GRR) for separation, handling and processing. The MSW compartment will be unloaded into the MSW processing area for sorting and separation at our high diversion material recovery facility (MRF). Organics and other recyclable materials found in the MSW waste stream will be moved into the organics and recyclable processing areas for further cleaning and processing.

The organics compartment will be unloaded into the organics processing area for cleaning and preparation for entrance into compost bunkers. Organics located and separated from the MSW sort will also flow into this organics area for any additional cleaning necessary to meet the strict standards of material allowed to be composted under SB 1383. After cleaning and processing, the organics will be placed in covered bunkers and composted over an eight-week process. Upon completion of the composting process, finished material will be processed one last time to focus on the removal of glass and rocks. MSW and unacceptable material found in the organics waste stream will be transferred to the Waste to Energy facility on Fink Road. Our goal is to produce a very high-quality compost product that will meet California's strict cleanliness requirements.

SB 1383 has placed more stringent requirements on the composting of organics with regard to the cleanliness of the product that can be placed in the compost piles. GRR plans to update our facility to recover, handle, clean, and process the organic waste stream as generated by your community. This additional processing requires the purchase of equipment, construction of a composting yard, and additional manpower to compost your material. Additionally, GRR will be updating equipment to process the municipal solid waste stream (black can) to ensure the recovery of organic materials. GSW will be providing recovery, handling, cleaning, composting, and transportation on a per ton basis. GSW has spread the costs for these updates over tonnages received from jurisdictions we serve in a manner that equitably allocates these costs and reserves processing capacity for our customers. These processes as described apply to both the residential and commercial waste streams.

In our rate proposal to your community, we used the actual average per week collection of organics and applied the rate that was determined to provide these new services to both residential and commercial waste generators.

Jurisdictions are required to procure a certain amount of compost tonnage annually per SB 1383. We will have that tonnage available for the City and will deliver the compost for an additional handling and freight fee. We have included this additional cost for compost procurement in the rate structure that we have proposed.

Commercial Collection:

GSW will likely maintain the existing bin collection service currently provided in the City. However, depending upon the level of organics generated by a particular business, a second organics bin may be warranted. Per City or customer request and based on waste characteristics, GSW can provide a separate organics bin for those businesses that generate a higher level of organics. Likewise, a business that generates lower levels of organics would continue to utilize a one bin service level and have the confidence of knowing that their organics and recyclables will be separated from the waste stream by our high diversion MRF at GRR.

Waste materials collected on our commercial routes will be transported to GRR for separation, handling and processing. Bins containing mixed waste materials will be unloaded into the MSW processing area for sorting and separation, similar to the MSW compartment for residential collection. Organics and other recyclable materials found in this waste stream will be moved into the organics and recyclable processing areas for further cleaning and processing. Organic bins will be unloaded into the organics processing area for cleaning and preparation for entrance into compost bunkers.

GRR has a compost facility permit that allows it to receive organics and food waste. The permit provides sufficient capacity for the needs of the City and our other jurisdictions. GRR will be updating and improving our facility with mechanical sorting, conveyance, and processing equipment as well as state-of-the-art compost technology. These upgrades will allow GRR to meet California Air and Water Board standards and efficiently make a quality compost product for distribution to end users.

The City is required per SB 1383 mandates to conduct periodic route reviews or waste audits as well as to provide education and outreach on proper waste separation to its residents and businesses. We have included the costs for these additional services in the rate structure that we have proposed.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date:	December 14, 2021
Subject/ Title:	National Opioid Settlements
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

Recommendation is to approve the resolution to elect to participate in the settlements with Riverbank's allocation paid to Stanislaus County in support of the Stanislaus County Opioid Safety Coalition program.

SUMMARY

In July 2021, California Attorney General Rob Bonta announced historic $26 billion settlements that will help bring desperately needed relief to people in California who are struggling with opioid addiction. The Settlements include Cardinal, McKesson, and AmerisourceBergen – the nation's three major pharmaceutical distributors – and Janssen, a company that manufactured and marketed opioids. As part of the proposed Settlements, California stands to receive a maximum of nearly $2.26 billion dollars. The deadline to participate in these two Settlements is **January 2, 2022.** Eligible cities and counties that elect to participate may receive a portion of the Settlement funds, and the more eligible cities and counties that join, the more California stands to receive. The Settlements require funds to be used primarily for opioid abatement.

In order for Riverbank to participate in either or both of these Settlements, Riverbank first had to register to receive the necessary documentation. In order to register, a unique registration code was required and obtained by the City Manager through emails with the California Department of Justice. Riverbank successfully registered on December 1, 2021. Registering to participate does **NOT** obligate Riverbank to join the Settlements, but it does provide the **ONLY** opportunity to participate.

If Riverbank joins, and Stanislaus County decides to participate in the Settlements, Riverbank's allocated amount will be paid to the County unless Council chooses direct payment**.** Riverbank may decide to opt in or out of direct payment at any time, and may also choose to receive only a portion of the payment directly. If Stanislaus County joins, it will receive direct payment unless it chooses to direct funds to eligible cities or another county. Stanislaus County currently funds the Stanislaus County Opioid Safety Coalition in addition to various county-wide health and mental health programs. Riverbank does not currently have an opioid abatement program but the Planning and Building Manager is a member of the Stanislaus County Opioid Safety Coalition and participates in its monthly meetings. Staff will conitnue to research options for highest and best use of these funds within Riverbank should Council choose to participate in this settlement.

Section 5 of the Proposed California State-Subdivision Agreements lays out certain annual reporting requirements for cities and counties that receive direct payment of funds. There are additional reporting requirements under the Distributors and Janssen Settlement Agreements. If the City chooses not to receive direct payment of funds under the Settlements, it will not be subject to those reporting requirements. The amount of funding the City will receive will be based on the number of cities and counties participating in the settlements.

The City Council has several options:

1. Elect to not participate in the settlements.
2. Elect to participate in the settlements and receive direct payments (with reporting obligations). With this option, the City would need to develop an opioid abatement program to utilize the funding.
3. Elect to participate in the settlements with Riverbank's allocation to be paid directly to Stanislaus County in support of the Stanislaus County Opioid Safety Commission program (with no reporting obligations for the City).

ATTACHMENTS

1. City Council Resolution No. 2021-(TBD)

CITY OF RIVERBANK

RESOLUTION N0. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE SETTLEMENTS DESIGNATED FOR OPIOID ABATEMENT

Whereas, in July 2021, California Attorney General Rob Bonta announced historic $26 billion settlements that will help bring desperately needed relief to people in California who are struggling with opioid addiction; and

Whereas, eligible cities and counties that elect to participate may receive a portion of the Settlement funds; and

Whereas, the Settlement funds must be used for opioid abatement and the deadline for cities to participate in these two Settlements is January 2, 2022; and

Whereas, registration is required and was successfully completed by the City Manager through the California Department of Justice on December 1, 2021; and

Whereas, registration to participate does not obligate Riverbank to join the Settlements, but it does provide the only opportunity to participate; and

Whereas, the City Council heard this item and took public comment on it at their regular meeting of December 14, 2021.

Now, Therefore, Be It Resolved that the City Council of the City of Riverbank hereby authorizes the City Manager to participate in the Settlements with Riverbank's allocated amount to be paid to Stanislaus County in support of the Stanislaus County Opioid Safety Coalition**.**

Passed and adopted this 14th day of December 2021 by the following vote:

Ayes: Councilmembers
Noes:
Absent:
Abstain:

Attest: Approved:

____________________ ____________________
Annabelle Aguilar, Richard D. O'Brien,City Clerk
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date:	December 14, 2021
Subject:	A **Resolution** Approving a Memorandum of Understanding Between the City of Riverbank and Opportunity Stanislaus for Fiscal Years 2021/22 through 2025/26 for Economic Development and Workforce Strategies
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council consider whether or not to approve the attached resolution which approves the MOU between Opportunity Stanislaus and the City of Riverbank and directs the City Manager to execute the MOU.

SUMMARY

The City of Riverbank and Opportunity Stanislaus have been partners (through similar MOU agreements) for many years. Opportunity Stanislaus has taken the lead on a variety of regional and City specific economic development initiatives over the years. Opportunity Stanislaus also provides resources for a variety of Stanislaus County Businesses through their Small Business Development Center. Additionally, Stanislaus County has established the VOLT institute which provides critical job training services directed toward manufacturing type employment of which great need exists within our region.

More recently Opportunity Stanislaus has undertaken a strategic plan update which has enhanced, added and shifted priorities for the organization. Opportunity Stanislaus had detailed within their MOU a variety of enhanced and amended services to be providing as part of the agreement. Some of those services are regional (county-wide) while others are Riverbank specific.

The Riverbank specific tasks and services outlined in the MOU are as follows:

1. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Riverbank's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Riverbank area.

2. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Riverbank's adopted land use regulations and building codes and consistent with Riverbank's adopted growth and land use policies and objectives.

3. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of OS to respond to stated business issues and concerns.

4. Will interact with the OS Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.

5. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Based on communication with a number of other Stanislaus County jurisdictions many have already approved this MOU and associated cost increase (discussed in fiscal impact below).

FINANCIAL IMPACT

Due in part to the expanded services being provided under this MOU, Opportunity Stanislaus is requesting a significant increase in contribution. Currently and over the past number of years the City of Riverbank has paid $10,000 on a yearly basis under prior MOU's. Opportunity Stanislaus is requesting the contribution by the City of Riverbank be increased to $25,000. The funding source for this contribution has traditionally been the general fund, this would result as a net increase of $15,000 over current budgeted amounts.

ATTACHMENTS

1. Resolution 2021-XXXX
2. Draft MOU

CITY OF RIVERBANK

RESOLUTION 2021-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERBANK AND OPPORTUNITY STANISLAUS FOR ECONOMIC DEVELOPMENT AND WORKFORCE STRATEGIES FOR FISCAL YEAR 2021/22 THROUGH FISCAL YEAR 2025/26

WHEREAS, the City of Riverbank has collaborated with and contributed to Opportunity Stanislaus for man years;

WHEREAS, the Opportunity Stanislaus has provided resources and assistance to Riverbank businesses; and

WHEREAS, the Opportunity Stanislaus has asked the Council to consider approving an updated MOU; and

WHEREAS, the cost of the updated MOU will be approximately $25,000 on a yearly basis; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the attached MOU and directs the City Manager to execute the document.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14 day of December, 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

Attachment – MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS BUSINESS ALLIANCE (OPPORTUNITY STANISLAUS)
AND THE CITY OF RIVERBANK
FOR FISCAL YEARS 2021-2022 THROUGH 2025-2026
FOR ECONOMIC DEVELOPMENT
AND WORKFORCE STRATEGIES

The Stanislaus Business Alliance, hereafter referred to as Opportunity Stanislaus (OS) and the City of Riverbank, (CITY) will work together on the City's proactive economic development efforts to create and preserve jobs, strengthen the City's economic base and enhance the City of Riverbank's revenue base.

This Memorandum of Understanding (MOU) is to facilitate (OS) and the City of Riverbank's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Riverbank's economic development goals. Further, this Memorandum of Understanding establishes the parameters for a successful partnership between OS and the City of Riverbank and outlines the general responsibilities to be carried out by both parties.

This MOU is intended to establish the basic tenets of a collaborative and successful working relationship between the City of Riverbank and OS to create more jobs for Riverbank and the region but does not impose a legal obligation on either party. OS will invoice the City each year during the period of five years covered through this MOU at the sum of $25,000.

Together, the City of Riverbank and OS will:

1. Work together to identify target sectors for joint initiatives including, but not limited to, biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;

2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Riverbank and the Stanislaus County Region;

3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;

4. Examine options for co-operative activity to facilitate development of strategic partnerships/collaborations between the jurisdictions' respective inland ports, particularly

as they relate to value-added and complementary services supporting their respective business communities;

5. Work together to identify and pursue a “game changer” project in Riverbank that will increase city revenue and improve the city brand.

6. Work together to improve workforce skills for Riverbank residents through OS programs such as VOLT Institute, the HR Concierge program, Rising Tides, and WorkKeys.

7. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships; and

8. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation, economy development, ag tech, life sciences, biotechnology, and information technology development.

The City of Riverbank and Opportunity Stanislaus recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by Opportunity Stanislaus and by the City of Riverbank in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2020 and the Opportunity Stanislaus Strategic Plan approved on May 24, 2021**.**

Specifically, the <u>Opportunity Stanislaus:</u>

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Riverbank;

2. Will continue with the Local Industry Program for the base sector employers in Riverbank and will include a representative of the City on those business visits.

3. Will focus on attracting and supporting clean energy companies and other companies in the Riverbank Industrial Complex.

4. Will provide the City of Riverbank with on-going market and economic analyses through the Northern San Joaquin Economic Instituter on a variety of important business sector topics based on the City of Riverbank’s priorities and goals. Information will be used at the City’s discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).

5. Will coordinate collaborative visits, recruitment trips and trade show participation for attracting target businesses, primarily from the Bay Area and Silicon Valley.

6. Will support and coordinate with the City of Riverbank on workforce support efforts to help Riverbank employers find the workforce resources they need from the county and state.

7. Will partner with Riverbank on potential industry visits by continuing to involve the City of Riverbank in prospect meetings as well as participating in Trade show exhibits.

8. Will support the City of Riverbank in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

9. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Riverbank.

10. OS quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Opportunity Stanislaus Business Resource Center, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:

    - Quarter #1: March
    - Quarter #2: June
    - Quarter #3: September
    - Quarter #4: January

    These reports will provide ongoing, updated information to the City of Riverbank relative to the progress of the aforementioned Marketing Strategy as well as the adopted OS Program of Work for Year 2021-2022. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, <u>the City of Riverbank:</u>

11. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Riverbank's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Riverbank area.

12. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Riverbank's adopted land use regulations and building codes and consistent with Riverbank's adopted growth and land use policies and objectives.

13. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of OS to respond to stated business issues and concerns.

14. Will interact with the OS Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.

15. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding.

Opportunity Stanislaus	**City of Riverbank**
Signature: ____________________________	Signature: __________________________
David White, Chief Executive Officer	Sean Scully, City Manager
Date______________________________	Date_____________________________

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 11.4

SECTION 11: NEW BUSINESS

Meeting Date:	December 14, 2021
Subject:	City Media Broadcasting Discussion and Direction
From:	Sean Scully, City Manager

RECOMMENDATION

Council consider information and presentation provided by staff on options for future broadcasting and webcasting of City Council meetings.

SUMMARY

For many years the City of Riverbank has performed live broadcasts of City Council meetings through local cable providers Charter (Spectrum) and ATT U-verse. Those broadcasts are aired on a public access cable channel. Since the beginning of the COVID 19 pandemic the landscape for public access to Council meetings via the web has changed significantly. Now, not only can the public watch City Council meetings on their cable providers but they can also access the meetings through lower cost more convenient options online (such as YouTube or Zoom).

As Council is well aware, the expansion of these options has created a variety of technical problems as they relate to making sure that all of the various broadcasting options are running concurrently and without error. Staff has been in the process of selecting a media contractor to upgrade the audio, video and broadcasting equipment within the Council chambers to bring the technology up to current standards to ensure clear, high-definition broadcasts for the public. It is anticipated that process will kick off in or around January and be completed within 2-3 weeks.

As staff has evaluated options for the best most reliable media options for the Council chambers, there has been significant discussion about the practical issues with broadcasting on local access television channels. This is primarily related to two factors; first, the local providers broadcast the City's signal in a lower video quality format than our webcasts (YouTube/Zoom). This leads to a degradation in the quality of the picture being received on the televisions who are viewing the broadcast through our cable providers. It makes power point presentations more difficult to see as well as detail within the meeting. The second factor relates to equipment, Charter/Spectrum and ATT U-verse provide their own equipment for that broadcast which staff are not allowed to troubleshoot or update which leads to periodic inconsistency in being able to have reliable broadcasts on those platforms.

Staff would like to discuss with Council whether or not it makes sense to continue to live broadcast public meetings on the cable formats versus simply focusing live broadcasts on more widely available internet formats (YouTube, Zoom, etc.). If Council was inclined to move in this direction the meetings could still be broadcast via cable and replay periodically but wouldn't be broadcast live in real time.

The advantage of this strategy would be to simplify the broadcast project and focus the media strategy on webcast options thereby providing a clean, clear picture and audio quality for public viewing of the public meetings that are held within the Council Chambers.

Alternatively, the Council could choose to continue the broadcasting strategy as is. It is important to acknowledge that this strategy could result in ongoing issues of broadcasting in non-uniform formats which is probably not optimal long term.

FINANCIAL IMPACT

The fiscal impact for any media upgrades will be brought to Council under separate staff report or within the normal yearly midyear budgeting process. The specific direction on this strategy does not in and of itself constitute a significant financial impact but there is a potential for increased costs if the broadcasting system includes multiple components which require more advanced equipment to accommodate streaming in multiple different ways.

ATTACHMENTS

None