

## CITY COUNCIL / LRA BOARD

### **Mayor/Chair**

Rachel Hernandez

### **Council/Authority Members**

District 1 - Luis Uribe

**Vice Mayor** District 2 – Cindy Fosi

District 3 – John Pimentel

District 4 – Stacy Call



## CITY OF RIVERBANK

### **Regular City Council and Local Redevelopment Authority Board Meetings**

Council Chambers  
6707 Third Street, Suite B  
Riverbank, CA 95367



**TUESDAY, MARCH 11, 2025 – 6:00 P.M.**

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

**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. PRESENTATIONS (Informational only)**

**Item 7.1**      **Proclamation – Women’s History Month-** It is recommended that the City Council read and present a Proclamation for Women’s History Month to Elizabeth Rodarte, Assistant Superintendent of Student Services & Interventions with Riverbank Unified School District.

**Item 7.2**      **Presentation – Finance Department-** It is recommended that the City Council receive a presentation from Tammy Alcantor, Assistant City Manager.

**8. 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 via ZOOM.**

**IN PERSON Comments- Please fill out a Comment Card & Return to the City Clerk**

## **9. CONSENT CALENDAR**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

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

**Item 9.2**      **Approval** of the City Council and Local Redevelopment Authority Board Minutes for February 11<sup>th</sup> and February 25<sup>th</sup>, 2025.

**Item 9.3**      **Resolution** to Award Bid for the Oakdale Road Overlay Project to DSS Company dba Knife River Construction and Authorize Execution of Future Change Orders.

**Item 9.4**      **Resolution** to Award Bid for the Patterson Road Overlay Project between Claus Road and Snedigar Road to Consolidated Engineering Inc. and Authorize Execution of Future Change Orders.

## **10. PUBLIC HEARING- No Items Scheduled.**

## **11. UNFINISHED BUSINESS**

**Item 11.1**      **Resolution Approving a Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless to Install a Cellular Tower at Castleberg Park and Authorizing the City Manager to Execute Said Agreements-** It is recommended that the City Council consider the proposed Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless for the installation of a cellular tower at Castleberg Park and provide direction on whether to authorize the City Manager to execute the agreements.

## **12. NEW BUSINESS**

**Item 12.1**      **A Resolution Approving the Appointment of Armando Rodriguez Jr. as Alternate to the Planning Commission Effective April 1, 2025-** It is recommended the City Council consider Mayor Hernandez's applicant recommendation to fill one (1) expired Alternate Planning Commissioner seat, for a full 2-year term effective April 1, 2025 and ending March 31, 2027.

**Item 12.2**      **Consideration of a Fee Waiver Request and Permanent Local Housing Allocation Plan Amendment Request by Central Valley Community Resources, Inc. for the Riverbank Residential Home Village Project-**It is recommended that the City Council consider the Fee Waiver Request and Permanent Local Housing Allocation Plan Amendment Request submitted by Central Valley Community Resources, Inc. for the Riverbank Residential

Home Village Project. Should Council be open to the request, Council can adopt the proposed Resolution.

### **13. 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 13.1** Staff

**Item 13.2** Council/Authority Member

**Item 13.3** Mayor/Chair

### **14. 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 14.1** **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: 3300 Atchison Rd. (APN: 132-009-069)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: Del Rio City Center, LLC.  
Under Negotiation: Price, terms of payment, or both

**Item 14.2** **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: 2161 & 2173 Morrill Rd. (APN 074-006-024)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: Albert & Susie Dadesho 2005 Trust  
Under Negotiation: Price, terms of payment, or both

**Item 14.3** **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: Morrill Rd. (APN 074-006-023)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: MorrillRd, LLC  
Under Negotiation: Price, terms of payment, or both

### **15. REPORT FROM CLOSED SESSION**

**Item 15.1** **Report from Closed Session Item 14.1**  
**CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: 3300 Atchison Rd. (APN: 132-009-069)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: Del Rio City Center, LLC.  
Under Negotiation: Price, terms of payment, or both

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Under Negotiation: Price, terms of payment, or both

**Item 14.3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: Morrill Rd. (APN 074-006-023)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: MorrillRd, LLC  
Under Negotiation: Price, terms of payment, or both

**16. ADJOURNMENT**

The Next Regular City Council Meeting will be on: [Tuesday, March 25, 2025](#)

**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, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this 6<sup>th</sup> Day of March, 2025

/s/ [Gabriela Hernandez, CMC, City Clerk](#)



**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 [cityclerk@riverbank.org](mailto:cityclerk@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.



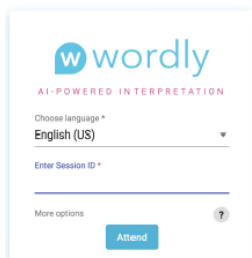
## How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

### STEP 1/PASO 1



Scan QR Code  
**Escanea el código**

### STEP 2/ PASO 2



Choose Spanish language  
**Escoja el idioma Español**

### STEP 3/ PASO 3



Read Captions on Device  
Use headset for Audio  
**Lea subtítulos en su aparato**  
**Use auriculares para audio**

<https://attend.wordly.ai/join/LHDA-5715>



## TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

### PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

### SUBMITTING PUBLIC COMMENTS FOR THE RECORD

**Written comments must be received before 5:00 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 THE 5:00 PM DEADLINE****

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to [cityclerk@riverbank.org](mailto:cityclerk@riverbank.org) *(Note: This technology is not a guaranteed method.)*
  - Indicate Agenda Item # in the ***subject line***. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the public 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/89443415826>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **894 4341 5826**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **894 4341 5826**

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

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 7.1**

### **SECTION 7: PRESENTATIONS**

|                      |                                                                |
|----------------------|----------------------------------------------------------------|
| <b>Meeting Date:</b> | <b>March 11, 2025</b>                                          |
| <b>Subject:</b>      | <b>Proclamation – Women’s History Month</b>                    |
| <b>From:</b>         | <b>Marisela H. Garcia, City Manager</b>                        |
| <b>Submitted by:</b> | <b>Jessica Campos, Administrative Assistant – Confidential</b> |

#### **RECOMMENDATION**

It is recommended that the City Council read and present a Proclamation for Women’s History Month to Elizabeth Rodarte, Assistant Superintendent of Student Services & Interventions with Riverbank Unified School District.

#### **SUMMARY**

Elizabeth holds a Bachelor of Arts in Communications with a minor in Spanish from the University of La Verne, two Master of Arts degrees in Special Education from California State University, Los Angeles, and a Doctorate in Educational Leadership and Organizational Innovation from Marymount University. Outside of her professional work, she finds fulfillment in traveling with her husband and two daughters, particularly to Mexico, where they contribute to rebuilding underdeveloped schools—continuing her lifelong mission of creating opportunities for underserved communities.

Elizabeth Rodarte has been a relentless advocate for equity, inclusion, and student success. Her journey began as a Parent Involvement Specialist for Montebello Unified School District, where she empowered families—especially those from marginalized communities—to have a voice in their children's education. Her passion for advocacy is deeply rooted in her own upbringing, where she served as an interpreter for her non-English-speaking parents, bridging gaps in a system that offered little support for Spanish-speaking families. This early experience shaped her commitment to ensuring all students and families have access to the resources and opportunities they deserve.

#### **BACKGROUND**

The month of March is designated by Presidential proclamation as Women’s History Month to honor the contributions and accomplishments of women in American history.

The Education Task Force of the Sonoma County Commission of the Status of Women originated the recognition in Santa Rosa, California as a week-long celebration during the week of March 8 to correspond with International Women's Day. The movement gained notoriety by other communities across the country and after successful lobbying by women's groups and historians for national recognition, in February 1980, President Jimmy Carter issued the first Presidential Proclamation and declared the week of March 8, 1980 as National Women's History Week.

### **FINANCIAL IMPACT**

No financial impact.

### **ATTACHMENTS**

1. Proclamation



## CITY OF RIVERBANK PROCLAMATION

### WOMEN'S HISTORY MONTH HONORING ELIZABETH RODARTE MARCH 2025

**WHEREAS,** American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**WHEREAS,** American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**WHEREAS,** American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

**WHEREAS,** American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**WHEREAS,** Elizabeth's work with the CASA Collaborative and our regional community partners has strengthened essential programs, fostering unity and opportunity for those we serve. She has embodied the very essence of our district's guiding principle: One Town. One Team. One Dream.

**NOW, THEREFORE,** the City Council of the City of Riverbank hereby proclaims March 2025 as "Women's History Month" and urges the Riverbank community to recognize "Women's History Month" by celebrating with appropriate programs, ceremonies, and activities.

**March 11, 2025**

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**Rachel Hernandez**  
Mayor

**Riverbank City Council**  
District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call  
District 2 Vice Mayor – Cindy Fosi, Mayor -Rachel Hernandez

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 7.2**

### **SECTION 7: PRESENTATIONS**

|                      |                                               |
|----------------------|-----------------------------------------------|
| <b>Meeting Date:</b> | <b>March 11, 2025</b>                         |
| <b>Subject:</b>      | <b>Presentation – Finance Department</b>      |
| <b>From:</b>         | <b>Marisela H. Garcia, City Manager</b>       |
| <b>Submitted by:</b> | <b>Tammy Alcantor, Assistant City Manager</b> |

#### **RECOMMENDATION**

It is recommended that the City Council receive a presentation from Tammy Alcantor, Assistant City Manager.

#### **SUMMARY:**

The Finance Department of the City of Riverbank oversees several key functions, including Accounting and Auditing, Accounts Payable, Budgeting, Business Licensing, Cash Management, Payroll, Housing, and Utility Billing. It serves as a central link between all city departments, as well as public and private sector entities, in managing the city's financial matters. Additionally, the department collaborates with other city departments and external agencies to ensure efficient financial operations.

The following presentation will introduce the Finance Department and outline its responsibilities.

#### **STRATEGIC PLAN**

This item directly addresses the City Council's Strategic Plan goal to "Improve Internal and External Communication" and the City's desire to "Proactively communicate news about the City to residents, businesses, and surrounding communities."

#### **FINANCIAL IMPACT**

There is no financial impact with the report.

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 9.1**

### **SECTION 9: CONSENT CALENDAR**

|                      |                                                     |
|----------------------|-----------------------------------------------------|
| <b>Meeting Date:</b> | <b>March 11, 2025</b>                               |
| <b>Subject:</b>      | <b>Waiver of Readings</b>                           |
| <b>From:</b>         | <b>Marisela H. Garcia, City Manager</b>             |
| <b>Submitted by:</b> | <b>Gabriela Hernandez, City Clerk/LRA Secretary</b> |

#### **RECOMMENDATION**

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

#### **SUMMARY**

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

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

#### **FINANCIAL IMPACT**

There is no financial impact to this item.

#### **ATTACHMENTS**

There are no attachments to this report.

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 9.2**

### **SECTION 9: CONSENT CALENDAR**

**Meeting Date:**       **March 11, 2025**

**Subject:**           **Approval of the City Council and Local Redevelopment Authority Board Minutes for February 11<sup>th</sup> and February 25<sup>th</sup>, 2025.**

**From:**               **Marisela H. Garcia, City Manager**

**Submitted by:**     **Gabriela Hernandez, City Clerk/LRA Secretary**

#### **RECOMMENDATION**

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of February 11<sup>th</sup> and February 25<sup>th</sup>, 2025.

#### **SUMMARY**

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

#### **FINANCIAL IMPACT**

There is no financial impact to this item.

#### **ATTACHMENTS**

1. City Council/LRA Meeting Minutes for February 11, 2025
2. City Council/LRA Meeting Minutes for February 25, 2025  
Exhibit A: Signatures of Support for item 11.3

**CITY COUNCIL / LRA BOARD**

Mayor/Chair  
Rachel Hernandez  
Council/Authority Members:  
District 1-Luis Uribe  
Vice Mayor -District 2-Cindy Fosi  
District 3-John Pimentel  
District 4-Stacy Call



**CITY OF RIVERBANK**

**Regular City Council and  
Local Redevelopment Authority  
Board Meetings**  
Council Chambers  
6707 Third Street, Suite B  
Riverbank, CA 95367



**TUESDAY, FEBRUARY 11, 2025 – 6:00 P.M.**

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

- 1. CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
- 2. FLAG SALUTE** – Vice Mayor Fosi led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – Asst. City Manager Alcator conducted Roll Call.

*Members of the City Council / Local Redevelopment Authority Board present:*

*Council Member / Authority Member District 1 Luis Uribe  
Council Member/ Authority Member District 3 John Pimentel  
Council Member / Authority Member District 4 Stacy Call  
Vice Mayor / Vice Chair District 2 Cindy Fosi  
Mayor / Chair Rachel Hernandez*

**5. AGENDA CHANGES**

*Item 9.4 to be discussed at a later date.*

**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. PRESENTATIONS (Informational only)**

- Item 7.1**      **Presentation- Community Development Department – Planning Division Long-Range Planning**-It is recommended that the City Council receive a presentation from the Community Development Department – Planning Division on Long-Range Planning.

*Director of Community Development Joshua Mann and Steve McMurtry with De Novo Planning Group gave a PowerPoint presentation on the Planning Division's Long-Range Planning processes.*

#### **8. 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.

*Mayor Hernandez opened Public Comment Period at 6:18 P.M.*

*Vivian Lopez, Riverbank resident to express her opinion in regards to the growth of the City of Riverbank and to express her opposition to the River Walk Project.*

*Cody Bridgewater, Riverbank resident to give Michael and the Parks & Rec. department kudos for another successful event. Enjoyed his time at the Little One and Me event.*

*Susana Andalon, Riverbank resident to express her opposition to the River Walk Project, and to express her support in maintaining the conservation of the Zerrillo Mansion. A quick thank you to the Sister City committee for nominating her daughter Chantel Andalon to attend the Youth Leadership Summit in Washington DC.*

*Olivia Arambula, Riverbank Chamber of Commerce to extend an invitation for upcoming events.*

*Michael Christie, Riverbank resident to share information in regards to Space X launching Starlink potentially could be a better option than adding the Verizon cell tower at Castleburg Park. Also, would like to express his appreciation to Councilmember Call and City Manager Garcia for their quick response in regards to the lighting issue at the crossroads walking path.*

*Eddie Carrillo, RYBSA to extend an invitation for Opening Day which will be held at Castleburg Park.*

*Jami Aggers, Stanislaus County resident to commend Councilmember Fosi for wanting to bring the Waste Water Treatment Project back onto a future agenda and looks forward to this topic discussion.*

*Karen Conrotto, Stanislaus County resident to express her opposition to the River Walk Project.*

*Colleen Preston, Board Member of the Stanislaus County League of Women Voters to express her opposition to the River Walk Project.*

*Mayor Hernandez closed the Public Comment Period at 6:36 P.M.*

## **9. CONSENT CALENDAR**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

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

**Item 9.2**      **Approval** of the City Council and Local Redevelopment Authority Board Minutes for January 28, 2025.

**Item 9.3**      **Resolution 2025-006** Approving the Purchase of a New Cart for Jacob Myers Park in the Amount of \$14,500.00.

**Item 9.4**      **Resolution** Authorizing a Joint Application to and Participation in the Homekey+ Program

*There being no public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:**      *By motion moved and seconded (Uribe / Fosi 5/0) to approve Consent Calendar **with the exception of Item 9.4.***

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

*AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez*

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

## **10. PUBLIC HEARING**

*The Public Notice for Item 10.1 was published in the Riverbank Newspaper on 11/27/2024 & 01/08/2025.*

**Item 10.1**      **Resolution Ratifying the Adoption of Development Impact Fees Established by Stanislaus Consolidated Fire Protection District-** City Council to consider adopting a resolution ratifying the adoption of Development Impact Fees established by Stanislaus Consolidated Fire Protection District.

*City Manager Garcia introduced Chief Bray from Stanislaus Consolidated and Jeffrey Small from Capitol PFG for a presentation on the proposed adoption of the Development Impact Fees established by Stanislaus Consolidated Fire Protection District.*

*Capitol PFG Representative Jeffrey Small presented the PowerPoint noting the BIA support.*

*City Council discussed item with City Staff.*

*Mayor Hernandez Opened the Public hearing at 6:45 P.M.*

*Jami Aggers, Stanislaus County resident to express her concern in regards to the last time these fees were updated seems that they should have been updated sooner since Crossroads West was approved in 2016.*

*Evelyn Halbert, Riverbank resident express her concern for Item 10.1.*

*Michael Christie, Riverbank resident to express his support for Item 10.1.*

*Daryl Daniel, Riverbank resident to express his concern with Item 10.1.*

*Olivia Arambula, Riverbank resident to express her support for Item 10.1.*

*Mayor Hernandez Closed the Public hearing at 6:57 P.M.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:**     *By motion moved and seconded (Uribe / Call 5/0) to approve **Resolution 2025-007 Ratifying the Adoption of Development Impact Fees established by the Stanislaus Consolidated Fire Protection District.***

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

## **11. NEW BUSINESS**

**Item 11.1**     **Consider Petition from Riverbank 108, LLC to Waive the Storm Drain System Development Fee and reduce the Traffic System Development Fee for the Tractor Supply Project-** It is recommended that the City Council consider the petition from Riverbank 108, LLC to waive payment for the Storm Drain System Development Fee and reduce Traffic System Development Fee which will be assessed on the construction of the Tractor Supply Project at permit issuance.

*Director of Community Development Joshua Mann, gave a comprehensive staff report and PowerPoint presentation on the request from Riverbank 108, LLC to waive the Storm Drain System Development Fee and reduce the Traffic System Development Fee for the Tractor Supply Project.*

*Brad Sobel, Riverbank 108, LLC to provide further explanation for traffic concerns on Item 11.1.*

*Olivia Arambula, Riverbank resident to express her concern with Item 11.1.*

*Daryl Daniel, Riverbank resident to express his concern with Item 11.1.*

*Michael Christie, Riverbank resident would like to hear what CalTrans has to say.*

*Kimberly Evans, Riverbank resident to express her concern with Item 11.1.  
There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:** By motion moved and seconded (Uribe/Fosi 5/0) to approve Resolution 2025-008 approving the full waiver of Storm Drain Fees.

Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None

**ACTION:** By motion moved and seconded (Hernandez/Fosi 3/2) to approve Resolution 2025-009 to approve the 60% reduction of the Traffic Fees

Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Fosi, Pimentel, and Mayor Hernandez  
NAYS: Uribe, Call / ABSENT: None / ABSTAINED: None

**Item 11.2** Discussion on the Direction for the Vacant City Property Located at the NW Corner of Kentucky Ave and Eleanor Road- It is recommended that the City Council provides direction to city staff on the financial direction related to the city owned property located at the Northwest corner of Kentucky Ave and Eleanor Road.

Director of Parks & Recreation Patton, gave a comprehensive staff report and PowerPoint presentation on the options City Council should consider for the Vacant City property located at the NW corner of Kentucky Avenue and Eleanor Road and provide direction to staff.

City Council discussed item with Staff.

There being no public comments, Mayor Hernandez brought the item back to City Council.

**ACTION:** By motion moved and seconded (Fosi / Uribe 5/0) to Sell the vacant City property located at the NW corner of Kentucky Avenue and Eleanor Road.

Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None

## **12. COMMENTS/REPORTS**

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

### **Item 12.1** Staff

City Manager Garcia:

- All City offices will be closed Monday February 17, 2025 in recognition of Presidents Day.

### **Item 12.2** Council/Authority Member

*Councilmember Uribe:*

- *So, it was very exciting to see Chantel Andalon, the Sister City committee for those that are not aware we have been working pretty diligently all of last year, the first quarter of this year to try to raise funds to send a Riverbank youth to Washington, D.C. for a Summit that's going to be in June. We had an application process sent to all four schools, and I'd like to appreciate Chantel. I know she had another commitment to take off to, but she stepped up. She did the video interview yesterday. So, we're looking to submit all of that as soon as possible to the Sister Cities International. We'll get word if she was accepted or not. They're only taking 50 students across the country. It's going to be a very cool experience for somebody here in the City of Riverbank, and I think she's going to represent us very well.*
- *I'd also like to thank Michael for the event this past weekend with My Little one and Me. It was an amazing event. I almost got Cody to do the gangnam style, so I'll get him next year, so keep doing that event Michael.*

*Councilmember Pimentel:*

- *This Saturday at the Sports Bar 108. They're having comedy night. It's \$15 a ticket. So, if you want to come out and have a good laugh, it's for a good cause. Come on out.*

*Councilmember Call:*

- *On the 29th of January, right after our last meeting, I had the opportunity to attend the StanCOG workshop. Stanislaus Council of Governments, which is our Metro Planning Organization, Regional Transit Authority and Local Transportation in Stanislaus County. It was an overview of the processes on projects start to finish. When we ask why everything takes so long? We went over all of that. And then, finding the funding and project prioritization. One of the big focuses going forward is going to be where we're going to find money, since we're switching a lot of vehicles to electric, gas tax is used to fix our roads. So, moving into EV we have to find a way to balance that.*
- *On the 5th I went to Project Resolve with Mayor Hernandez. And it's an organization that figures out what builds and maintains stronger relationships with law enforcement. That particular workshop we did was, "How can we reach those who are distrustful with law enforcement? We were able to identify communities within communities where we can find designated messengers to help bridge that gap. So that was really enlightening.*
- *I went to the Little One and Me just like everyone else. My son had a lot of fun, and the glow sticks were a game changer. So, kudos to you guys with those. I thought we were at a lightsaber party.*
- *I went to the El Concilio meet the elected officials. Mayor Hernandez was there as well. Stanislaus Latino Chamber is actually hosting one as well, February 20th at Papapolloni.*

*Vice Mayor Fosi:*

- *The Riverbank Federated Women's Group is having their next meeting February 18, 2025 at 6:30 at Scout Hall.*

**Item 12.3** Mayor/Chair

*Mayor Hernandez:*

- *The point time count was on January 30th like every year or every other year sometimes. As far as I know, we don't have the actual data yet.*

*City Manager Garcia: Usually the data doesn't get finalized until about June, when they submit to the Department of Housing and Urban Development for the for the country.*

- *But anecdotally, Sierra House serves now as a main point of contact rather than Scout Hall like it's been every other year. It sounds like we have made more contact with folks. I think part of that is the relationship building that Sierra House does so, thank you to Seth and everyone out there.*
- *Just to give a little bit more context to Project Resolve that came around 2021 in response to some of the unrest that we saw in the protests that we saw in 2020, and was an effort of law enforcement to connect with community and like was mentioned, build communication and trust.*
- *I was able to attend, as Riverbank feeds into Enoch's High School as well, I was able to be a judge for their Speech and Debate team. They were very impressive, the high school students. So, it was exciting to be able to attend that.*

**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.

- *No items Scheduled*

**14. ADJOURNMENT OF THE REGULAR MEETING**

*There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:48 P.M.to the next regular scheduled City Council / LRA Meeting of February 25, 2025 at 6:00 P.M.*

ATTEST: (Adopted 02/25//2025)

APPROVED:

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Gabriela Hernandez, CMC  
City Clerk / LRA Recorder

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Rachel Hernandez  
Mayor/ Chair

**CITY COUNCIL / LRA BOARD**

Mayor/Chair  
Rachel Hernandez  
Council/Authority Members:  
District 1-Luis Uribe  
Vice Mayor -District 2-Cindy Fosi  
District 3-John Pimentel  
District 4-Stacy Call



**CITY OF RIVERBANK**

**Regular City Council and  
Local Redevelopment Authority  
Board Meetings**  
Council Chambers  
6707 Third Street, Suite B  
Riverbank, CA 95367



**TUESDAY, FEBRUARY 25, 2025 – 6:00 P.M.**

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

- 1. CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
- 2. FLAG SALUTE** – Vice Mayor Fosi led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

*Members of the City Council / Local Redevelopment Authority Board present:*

*Council Member / Authority Member District 1 Luis Uribe  
Council Member/ Authority Member District 3 John Pimentel  
Council Member / Authority Member District 4 Stacy Call  
Vice Mayor / Vice Chair District 2 Cindy Fosi  
Mayor / Chair Rachel Hernandez*

**5. AGENDA CHANGES**

*No 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.*

*None Declared.*

**7. PRESENTATIONS (Informational only)**

*No Presentation Scheduled.*

**8. 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.

*Mayor Hernandez opened Public Comment Period at 6:02 P.M.*

*Vicky Holt, Branch Manager of Riverbank Library to extend an invitation for upcoming events.*

*Karen Conrotto, Stanislaus County resident to express her opposition to the River Walk Project.*

*Olivia Arambula, Riverbank Chamber of Commerce to extend an invitation for upcoming community events.*

*Cal Campbell, Riverbank resident and President of the Sister City Committee to extend a thank you to Marisela and staff for their help with the committee. And commend RHS student Chantel Andalon for her participation.*

*Jami Aggers, Stanislaus County resident to express her opposition to the River Walk Project.*

*Mayor Hernandez closed the Public Comment Period at 6:13 P.M.*

## **9. CONSENT CALENDAR**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

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

*There being no public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:**      *By motion moved and seconded (Fosi / Uribe 5/0) to approve Consent Calendar AS PRESENTED.*

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

*AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez*

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

## **10. PUBLIC HEARING**

*The Public Notice for Items 10.1 & 10.2 was published in the Riverbank Newspaper on 02/12/2025.*

**Item 10.1**      **Resolution Approving the Fiscal Year 2024-25 Mid-Year Budget Amendments-** It is recommended that the City Council consider approval of the Fiscal Year 2024-25 Mid-Year Budget Amendments.

*Asst. City Manager Alcator gave a comprehensive staff report and PowerPoint presentation on the Fiscal Year 2024-25 Mid-Year Budget Amendments.*

*City Council discussed item with City Staff.*

*Mayor Hernandez Opened the Public hearing at 6:26 P.M.*

*Daryl Daniel, Riverbank resident to express opinion in regards to the Gas Tax Analysis.*

*Evelyn Halbert, Riverbank resident to seek clarification on the Public Benefit Fund Analysis.*

*Darlene Barber-Martinez, Riverbank resident to seek clarification on Gilton Services and how will it affect the budget?*

*Mayor Hernandez Closed the Public hearing at 6:29 P.M.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:**     *By motion moved and seconded (Uribe / Call 5/0) to approve **Resolution 2025-010 approving the Fiscal Year 2024-25 Mid-Year Budget Amendments.***

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

*AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez*

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

**Item 10.2**     **Resolution to Consider Approval of the Request for an Exception to Allow for Flag Lot Configuration and Vesting Tentative Parcel Map 01-2023 Located at 3818 Sierra Street (APN 132-048-053).** Consider adopting a resolution to approve a request of Mr. Dennis and Esther Shafer for an Exception to allow for a flag lot configuration and to subdivide the subject parcel based on the General Plan and Zoning Consistency findings.

*Director of Community Development Mann, gave a comprehensive staff report and PowerPoint presentation on the Request for an Exception to allow for a Flag Lot Configuration and Vesting Tentative Parcel Map located at 3818 Sierra Street.*

*City Council discussed item with City Staff.*

*Mayor Hernandez Opened the Public hearing at 6:34 P.M.*

*Thelma Louise, Riverbank resident to express concern regarding Fire Department access and plumbing in the area.*

*Mayor Hernandez Closed the Public hearing at 6:38 P.M.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:** By motion moved and seconded (Uribe / Fosi 5/0) to approve **Resolution 2025-011 approving the Flag Lot Configuration and Vesting Tentative Parcel Map 01-2023 located at 3818 Sierra Street.**

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

## **11. NEW BUSINESS**

**Item 11.1** **Resolution adopting the City Council Rules and Procedures Handbook-** Consider Adoption of a Resolution, approving of the City Council Rules and Procedures Handbook. The City Council Rules and Procedures Handbook outlines standardized procedures for the efficient conduct of City Council meetings, establishes clear guidelines for Councilmember behavior, and ensures consistency and transparency in the decision-making process.

*Nubia Goldenstein, City Attorney with White Brenner gave a comprehensive staff report and PowerPoint presentation on proposed City Council Policy and Procedures Handbook.*

*City Council discussed item with City Staff.*

*Daryl Daniel, Riverbank resident to express opinion on Item 11.1.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:** By motion moved and seconded (Uribe / Call 5/0) to approve **the amendments to the handbook and bring back a redline version.**

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

**Item 11.2** **Wastewater Treatment Plant Feasibility Study-** It is recommended that Council receive a presentation from Council Member Cindy Fosi regarding options for a Wastewater Treatment Plant feasibility study.

*Councilmember Fosi, gave a comprehensive staff report and PowerPoint presentation on the Wastewater Treatment Plant Feasibility Study.*

*City Council discussed item with City Staff.*

*Cal Campbell, Riverbank resident to express his opposition to Item 11.2.*

*Olivia Arambula, Riverbank resident to express her support with Item 11.2.*

*Gary Pearson, Riverbank resident to express his concern with Item 11.2.*

*Evelyn Halbert, Riverbank resident to express her concern with Item 11.2.*

*Jami Aggers, Stanislaus County resident to express her support towards Item 11.2.*

*Daryl Daniel, Riverbank resident to express his opinion towards Item 11.2.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:**     *By motion moved and seconded (Uribe / Call 2/3) to **NOT proceed with a Feasibility Study.***

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

*AYES: Vice Mayor Fosi and Mayor Hernandez*

*NAYS: Uribe, Call, Pimentel*

**Item 11.3**     **Resolution Authorizing a Joint Application to and Participation in the Homekey+ Program-** It is recommended that the City Council consider a resolution authorizing the City of Riverbank to be a Co-Applicant with Central Valley Community Resources, Inc. for an application for funding from the Homekey+ Program.

*City Manager Garcia, gave a comprehensive staff report and PowerPoint presentation on the consideration to authorize a joint application to and participation in the Homekey+ Program.*

*City Manager Garcia introduced Malon Hughes, Thurmond Consulting, who has been assisting CVCR with the grant application.*

*City Council discussed item with City Staff.*

*Daryl Daniel, Riverbank resident to express his opinion on Item 11.3.*

*Brad Hawn, Chairman of the Stanislaus Homeless Alliance to express his support towards Item 11.3.*

*Elizabeth Rodarte, Assistant Superintendent of RUSD to express her support on behalf of RUSD on Item 11.3.*

*Thelma Louise, Riverbank resident to express her support towards Item 11.3.*

*Terri Spezzano, Riverbank resident and Board member with CVCR to provide information and express her support regarding Item 11.3.*

*Olivia Arambula, Riverbank resident to express her full support towards Item 11.3.*

*Deanna Garcia, to express her gratitude to the City of Riverbank and provide clarification on the initial presentation provided to Mayor and Council.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:** *By motion moved and seconded (Uribe / Call 5/0) to approve **Resolution 2025-012** approving the application to the Homekey+ Program.*

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

*AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez*

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

**Item 11.4** **City Hall Site Assessment-** *It is recommended that the City Council provide feedback to staff regarding the preferred site(s) for a future City Hall. This will allow staff to proceed with the conceptual design phase.*

*City Manager Garcia, gave a comprehensive staff report and PowerPoint presentation on the City Hall Site Assessment*

*City Council discussed item with City Staff.*

*Daryl Daniel, Riverbank resident to provide his feedback and suggestions towards Item 11.4.*

*Olivia Arambula, Riverbank resident to express her support towards SITE 1.*

*Thelma Louise, Riverbank resident to provide her feedback and suggestion towards Item 11.4.*

*Evelyn Halbert, Riverbank resident to provide her feedback and suggestion towards Item 11.4.*

*There being no further public comments, Mayor Hernandez brought the item back to City Council.*

**DIRECTION:** *Councilmember Uribe: Site 1(Del Rio) & Site 3 (City Hall South)  
Councilmember Pimentel: Site 1 (Del Rio) & Site 2 (City Hall North)  
Councilmember Call: Site 1 (Del Rio) & Site 2 (City Hall North)  
Vice Mayor: Site 1 (Del Rio) & Site 2 (City Hall North)  
Mayor: Site 1 (Del Rio) & Site 2 (City Hall North)*

## **12. COMMENTS/REPORTS**

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

**Item 12.1** **Staff**

City Manager Garcia:

- *One quick comment for today from our business license department, which reminds businesses that their 2025 license payment was due in January. So late fees have been applied of 25% and a final 10-day notice is going out to everybody at the end of this week on February 27<sup>th</sup> so if you're a business and have not paid for your license, please do so. To avoid a citation or license termination, payment must be received by March 13<sup>th</sup> in order to avoid that.*

**Item 12.2** Council/Authority Member

Councilmember Uribe:

- *I had the opportunity to do a ride along with our Consolidated Fire Protection Station 26, and they put me to work. They had me putting on gear, carrying hoses, sliding down a pole so kudos to them. Thank you, Ryan. thank you, Robert, and thank you, Ryan, for showing me around your quarters there.*
- *Secondly, the reps for Verizon wireless have reached out to me. They want to have further discussions with me share more information. So, this is an open invitation for one other council member. We'll do first come first serve. I know how exciting policy meetings are on zoom is, but it's going to be on March 4<sup>th</sup> at 10 Am. Via zoom. And obviously I'll be sharing my concerns and the pushback that I was giving. So that's all I got. Thank you.*

Councilmember Pimentel:

- *I just wanted to thank Red Robin for partnering with Love Riverbank and Sister City. The community really came together, and we were able to have a good turnout. So, I just want to give a shout out to Red Robin.*

Councilmember Call:

- *Stanislaus Homeless Alliance, I did attend that committee meeting last week. It was a heavy presentation day of our county shelter services. So, for those of you who do not know we have the Sierra House here in Riverbank and their sister location is in Patterson for women and children specifically. There is also Family Promise, which is a vacant church offering transitional housing to families. It's a great way to utilize vacant churches. So, if you know of a vacant church. I encourage you to reach out to the Stanislaus Homeless Alliance and see how that space can be utilized as such. Haven was there which has had a strong community presence. We Care in Turlock, which is a fairly new program, but for me, Center for Human Services really stood out to me with the Youth Navigation Center. They provide valuable resources to 13 to 24-year old's in crisis, experiencing housing instability or homelessness. But at the end of the presentations the overall concern with these programs helping to mitigate housing and security was funding so overall. Obviously, that's a huge concern. And as the federal programs and state programs become less available or more people applying for the same things, just getting creative on how we're going to fund these.*
- *I was at the StanCOG workshop with Mayor Hernandez. She mentioned it earlier, but the vehicle mile traveled is not really a sufficient way for us to calculate gas, for in lieu of gas tax here in the Valley, with all of the windshield time, I come*

from a sales background. So, I can attest to that. I drove 184,000 miles in 3 years selling pet supply. So, imagine where your produce and your cost of goods. It's really going to drive those costs up. So, we have to get creative in California on how we're going to alleviate that gas tax hit, and then also went over some imminent domain and right of way trainings and information.

- *The Riverbank Chambers power of social media with Jane Media. I attended that, and after I left I was on Amazon, buying selfie sticks and selfie lights. So, stay tuned for that.*
- *I did a ride along with the Riverbank Police Services on Friday with Deputy Navarro. I did not see as much action as you. However, I know I talked his ear off. But the overall consensus that I was able to walk away with is that our Police Services are well respected in our community. A lot of the deputies know our citizens by name, and that's actually kind of gives you that small town feel that everybody talks about. So, I really appreciated that. And how much of a selfless role these deputies take on to protect our community. So, I want to commend them on that. Thank you, Sergeant Hickman for setting that up.*
- *Then Stanislaus, Latino Chamber, they hosted meet the elected official's dinner last Thursday at Papapolloni we had a huge Riverbank presence which was awesome to see. I think the cohesive message was thanking Stanislaus Latino Chamber for their community support and small business advocacy.*
- *Cooper Lane right here downtown 3331 Santa Fe Street. They have a ribbon cutting for their store, and if you haven't been in there I encourage you to go out and meet Shannon. She's actually from our community the ribbon cuttings at 2 P.M. but she's literally, meticulously placed everything in that store. It's absolutely beautiful. So, I encourage you to go there on Thursday at 2 P.M. Thank you.*

Vice Mayor Fosi:

- *I am planning, along with Marisela and staff, what we are calling an Open House with me "Cindy Fosi" at the Riverbank Industrial Complex, so that the citizens can come out and talk to me, but they can also see what a great opportunity we have out there for the citizens, for employment, for everything. It's just amazing out there. So that's going to be March 18<sup>th</sup> and you'll be seeing things more often once we get the flyer done. Thank you.*

### **Item 12.3** Mayor/Chair

Mayor Hernandez:

- *I was able to attend for the first time CVCR's crab feed, and it was amazing. Thank you so much for hosting that here in the Community Center.*
- *I mentioned before I attended the STRGBA which is a long acronym for our Groundwater Basin Association. And there are some potential impacts that could affect our rate payers' long term so definitely learning more about that to bring back information to you all.*
- *I met with Volt Institute and Opportunity Stanislaus today, and their Executive Directors to reiterate the commitment from the City, but also to let them know that we're looking for more support here and more hands-on approaches, so I would encourage all of you to visit them to learn more about their services.*

### **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.

- *No items Scheduled*

### **14. ADJOURNMENT OF THE REGULAR MEETING**

*There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 9:34 P.M.to the next regular scheduled City Council / LRA Meeting of March 11,2025.*

ATTEST: (Adopted 03/11/2025)

APPROVED:

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Gabriela Hernandez, CMC  
City Clerk / LRA Recorder

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Rachel Hernandez  
Mayor/ Chair

**Central Valley Community Resources Inc Community Support Form**

We, the undersigned residents and neighbors of Riverbank Crossroads, **approve and support the housing project on Morrill Road**. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.

By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

1. Mark Clarence Wieckman

Name

Address

2. Edona Pablo

Name

Address

3. UGAR SEN

Name

Address

4. Brittney Cartwright

Name

Address

5. Lisa Potter

Name

Address

6. Cedric Occasion

Name

Address

7. Darren Keyes

Name

Address

8. Mark Heinzinger

Name

Address

9. Kathleen Heinzinger

Name

Address

10. Jose (2nd) Padilla

Name

Address

**Central Valley Community Resources Inc Community Support Form**

**We, the undersigned residents and neighbors of Riverbank Crossroads, approve and support the housing project on Morrill Road. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.**

**By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,**

1. Victor Sclama

Name

Address

2. Javier

Name

Address

3. John Grey

Name

Address

4. Gina Corona

Name

Address

5. [Signature]

Name

Address

6. Maralissa G.

Name

Address

7. Amerigo Achever

Name

Address

8. Angel [Signature]

Name

Address

9. R. [Signature] m

Name

Address

10. [Signature]

Name

Address

**Central Valley Community Resources Inc Community Support Form**

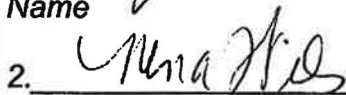
**We, the undersigned residents and neighbors of Riverbank Crossroads, approve and support the housing project on Morrill Road. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.**

**By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,**

1. 

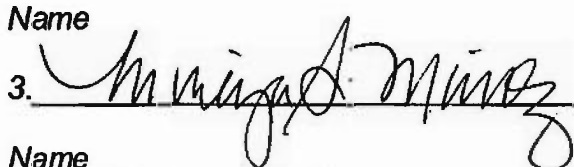
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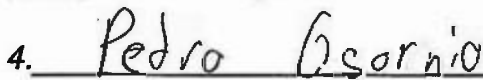
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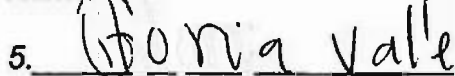
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4. 

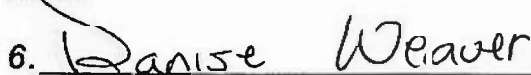
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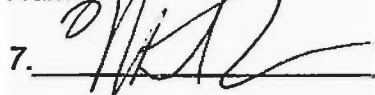
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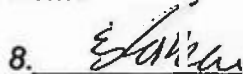
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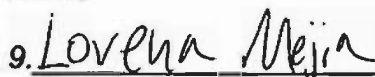
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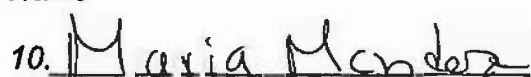
Name

Address

9. 

Name

Address

10. 

Name

Address

**Central Valley Community Resources Inc Community Support Form**

We, the undersigned residents and neighbors of Riverbank Crossroads, **approve and support the housing project on Morrill Road**. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.

By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

1. Suz Lopez Vega

Name

Address

2. Sylvia Kottler

Name

Address

3. Jose Ramirez

Name

Address

4. Luis Mendoza

Name

Address

5. Claudia Polanco

Name

Address

6. Edy Benilla

Name

Address

7. Paul Felt

Name

Address

8. Armi L. Felt

Name

Address

9. Nancy Vallejo

Name

Address

10. Stephanie Cuetan

Name

Address

## Central Valley Community Resources Inc Community Support Form

We, the undersigned residents and neighbors of Riverbank Crossroads, **approve and support the housing project on Morrill Road**. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.

By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

1. Edward Geesman

Name

2. Emalind Geesman

Name

3. Robin Meier

Address

Name

4. Venifer Nichols

Address

Name

5. Alexis Natindah

Address

Name

6. Tizac Rodriguez

Address

Name

7. Silvador Ferreira

Address

Name

8. Rafael Gutierrez

Address

Name

9. [Signature]

Address

Name

10. MICHAEL MCALROY

Address

Name

Address

**Central Valley Community Resources Inc Community Support Form**

We, the undersigned residents and neighbors of Riverbank Crossroads, **approve and support the housing project on Morrill Road**. This project aims to provide much-needed housing and resources for foster youth aging out of care, homeless families with school-age children, and veterans in need of stable housing.

By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

Stefanie Villapudua

1. \_\_\_\_\_

Name

Christopher Sasek

Address

2. \_\_\_\_\_

Name

BBKs Aneuv

Address

3. \_\_\_\_\_

Name

Address

4. \_\_\_\_\_

HANNAH COVARRUBIA

Name

5. \_\_\_\_\_

Ben Delph

Name

Address

6. \_\_\_\_\_

Angelica M.

Name

Address

7. \_\_\_\_\_

Blanca Welch

Name

Address

8. \_\_\_\_\_

Nickolas Vol

Name

9. \_\_\_\_\_

Mike M

Name

Address

10. \_\_\_\_\_

Christopher

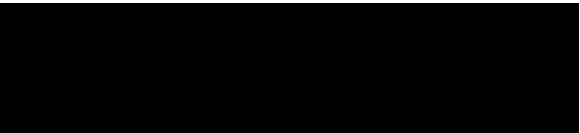
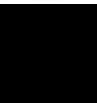
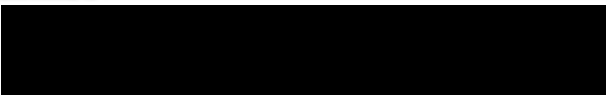
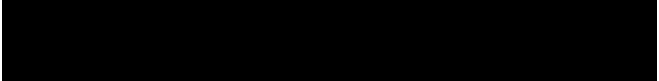
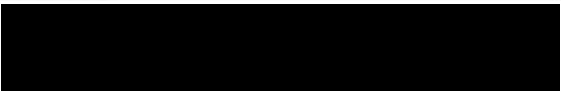
Name

Address

## Central Valley Community Resources Inc Community Support Form

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By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community.

|                             |                                                                                      |
|-----------------------------|--------------------------------------------------------------------------------------|
| 1. <u>David Avado's</u>     |    |
| Name                        | Address                                                                              |
| 2. <u>Alicia Flores</u>     |    |
| Name                        | Address                                                                              |
| 3. <u>EDWARD P. KENNEDY</u> |    |
| Name                        | Address                                                                              |
| 4. <u>Tommy Vong</u>        |   |
| Name                        | Address                                                                              |
| 5. <u>Oweal Kinslow</u>     |  |
| Name                        | Address                                                                              |
| 6. <u>Aidan Kinslow</u>     |  |
| Name                        | Address                                                                              |
| 7. <u>Donald Ruffin</u>     |  |
| Name                        | Address                                                                              |
| 8. <u>Sharon Heer</u>       |  |
| Name                        | Address                                                                              |
| 9. <u>James Hixson</u>      |  |
| Name                        | Address                                                                              |
| 10. <u>Lisa Catkins</u>     |  |
| Name                        | Address                                                                              |

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1. Consuelo Magallon

Name

Address

2. Lucas Huffman

Name

Address

3. Cyrus Amor

Name

Address

4. Jeddy Wilson

Name

Address

5. Lucas Adams

Name

Address

6. FRED RUCKEL

Name

Address

7. Maria Martinez

Name

Address

8. Ramon M. Silva

Name

Address

9. Leandra Barrera

Name

Address

10. Debra Currie

Name

Address

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1. Roy Watson [Redacted Address]

Name

Address

2. Simon Prado [Redacted Address]

Name

Address

3. BONNIE TYLER [Redacted Address]

Name

Address

4. Chuck Tylon [Redacted Address]

Name

Address

5. Valerie Pereira [Redacted Address]

Name

Address

6. [Redacted Name] [Redacted Address]

Name

Address

7. [Redacted Name] [Redacted Address]

Name

Address

8. Irma Martinez [Redacted Address]

Name

Add

9. Daniel Prieto [Redacted Address]

Name

Address

10. Arturo Garcia [Redacted Address]

Name

Address

# Central Valley Community Resources Inc Community Support Form

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By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

1. Rudy Linn

Name

Address

2. [Signature]

Name

Address

3. Connie DeKlerk

Name

Address

4. Joey Stillwell

Name

Ad

5. [Signature]

Name

Address

6. [Signature]

Name

Address

7. [Signature]

Name

Address

8. [Signature]

Name

Address

9. [Signature]

Name

A

10. Jose Andrade

Name

Address

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1. RD Cates

Name

Addr.

2. Wesley A. C.

Name

Address

3. Larry Berdse

Name

Address

4. [Signature]

Name

Address

5. [Signature]

Name

Address

6. Cristian Rodriguez

Name

Address

7. Dean M. P.

Name

Address

8. Fred Ruiz

Name

Address

9. \_\_\_\_\_

Name

Address

10. \_\_\_\_\_

Name

Address

## Central Valley Community Resources Inc Community Support Form

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1. Zachary Vachin



Name

Address

2. Patricia Ochoa

Name

Address

3. \_\_\_\_\_

Name

Address

4. \_\_\_\_\_

Name

Address

5. \_\_\_\_\_

Name

Address

6. \_\_\_\_\_

Name

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Address

8. \_\_\_\_\_

Name

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9. \_\_\_\_\_

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10. \_\_\_\_\_

Name

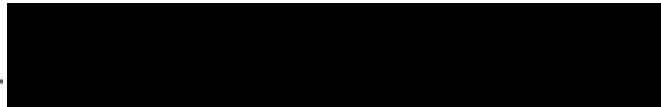
Address

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1. Guillermo Gama



Name

Address

2. \_\_\_\_\_

Name

Address

3. \_\_\_\_\_

Name

Address

4. \_\_\_\_\_

Name

Address

5. \_\_\_\_\_

Name

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Name

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Name

Address

8. \_\_\_\_\_

Name

Address

9. \_\_\_\_\_

Name

Address

10. \_\_\_\_\_

Name

Address

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By signing below, we express our full support for this initiative and encourage local leaders to approve and assist in bringing this development to our community,

1. Brian MSA/CA My

Name

Address

2. \_\_\_\_\_

Name

Address

3. \_\_\_\_\_

Name

Address

4. \_\_\_\_\_

Name

Address

5. \_\_\_\_\_

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Name

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9. \_\_\_\_\_

Name

Address

10. \_\_\_\_\_

Name

Address

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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*By signing below, we show our full support for this project and urge local leaders to approve and assist in bringing this much-needed development to our neighborhood.*

**Sincerely,**

*Orlando Cortez*

Name

Address

**General Valley Community Resource Inc CVCR**

**2167 & 2173 Morrill Rd Riverbank**

**Deanna Garcia**

**February 1, 2025**

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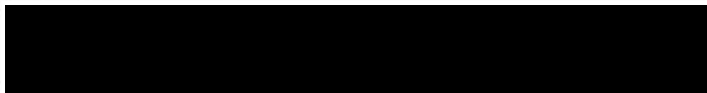
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**Sincerely,**

**MARY SPARKS**  
Name



General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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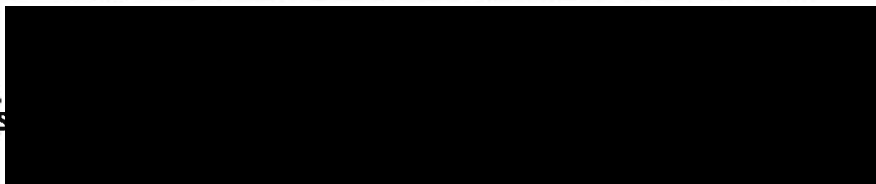
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Sincerely,



Name

Address



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2167 & 2173 Morrill Rd Riverbank

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**Sincerely,**

*John Horton*

Name

Address

*General Valley Community Resource Inc CVCR*

*2167 & 2173 Morrill Rd Riverbank*

*Deanna Garcia*

*February 1, 2025*

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**Sincerely,**

  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

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2167 & 2173 Morrill Rd Riverbank

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Sincerely,



Name



Address

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**2167 & 2173 Morrill Rd Riverbank**

**Deanna Garcia**

**February 1, 2025**

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**Sincerely,**

**JESUS Garcia**

**Name**

**[Redacted Address]**

**Address**

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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Sincerely,

Breat Ellison Lowe  
Name

[REDACTED]  
Address

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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**Sincerely,**

Jerry and Jolien Quarli  
Name

[REDACTED]  
Address

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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**Sincerely,**

Gabriela Guernat

Address

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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**Sincerely,**

James Hays on  
Name

Ad

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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**Sincerely,**

Guinessa Munoz

Name

Address

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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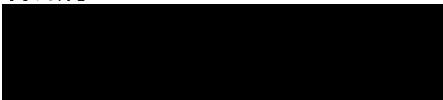
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**Sincerely,**

Victor Garcia

Name



General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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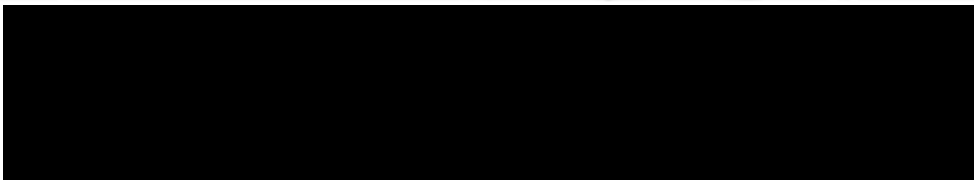
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**Sincerely,**

Felicia Hanson

Name



General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

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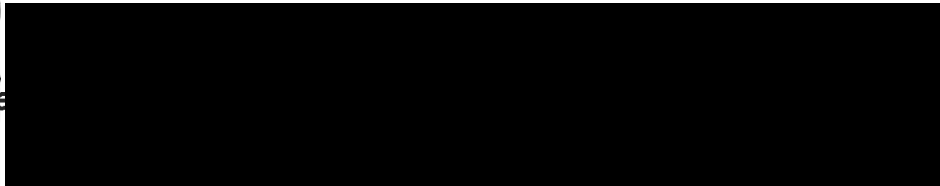
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Sincerely,

Name

Address

**Address**

General Valley Community Resource Inc CVCR

2167 & 2173 Morrill Rd Riverbank

Deanna Garcia

February 1, 2025

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**Sincerely,**

Jeff M. Mewer Host [Signature]  
Name

A [Redacted]

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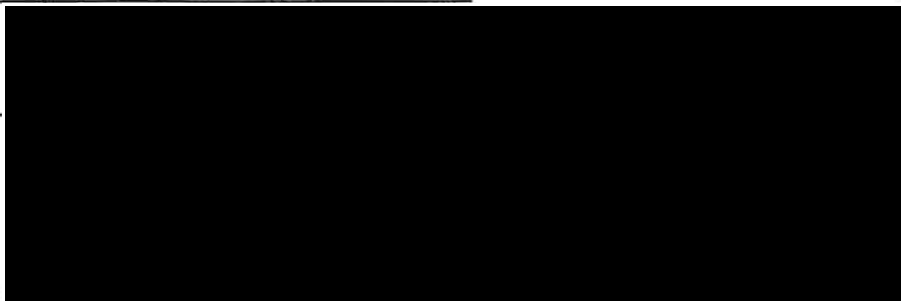
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Sincerely,

Name

Address

Ginger Cook



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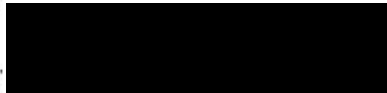
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Sincerely,

Terri Wilson  
Name



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Sincerely,

*Adelcorda Austin*

Name

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**Sincerely,**

*Elaise Gomez*

Name

Address

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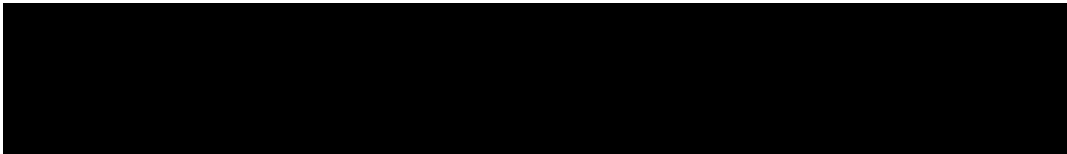
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**Sincerely,**

Mineya Franco  
Name



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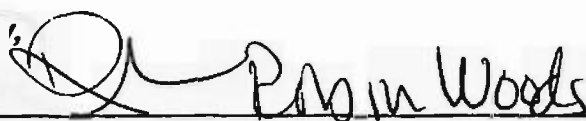
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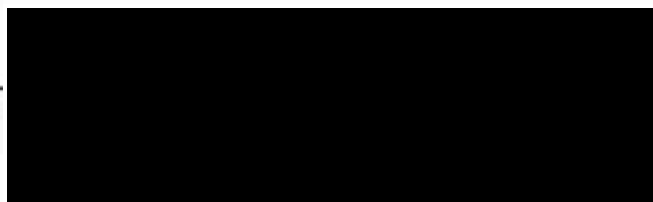
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**Sincerely,**

**JIMMY DEWITT**

**Name**

**Address**

**Address**

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*2167 & 2173 Morrill Rd Riverbank*

*Deanna Garcia*

*February 1, 2025*

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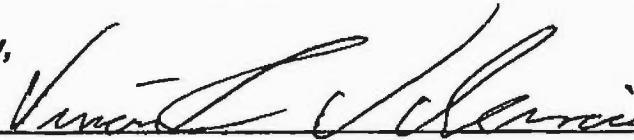
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\_\_\_\_\_  
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**Sincerely,**

Julie Smith  
Name

[REDACTED]  
Address

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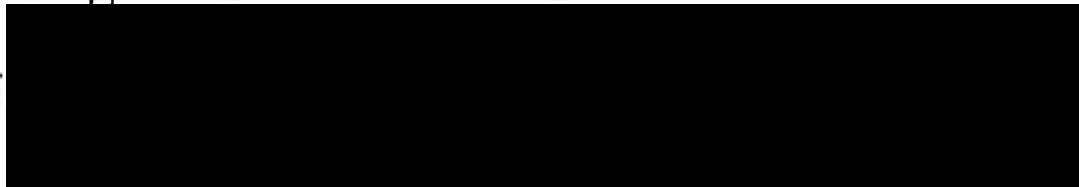
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**Sincerely,**

*Sylvia Lockhart*  
Name

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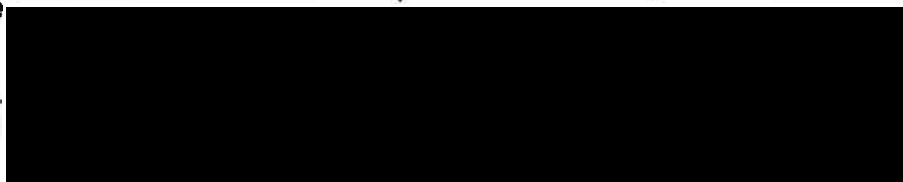
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**Sincerely,**

Deborah E. Kneer

Name

Addr



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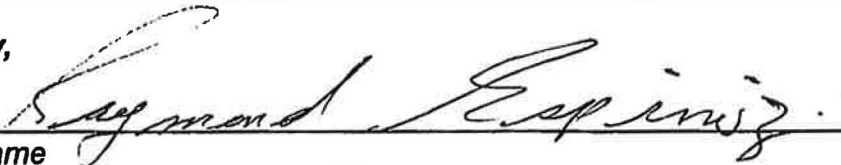
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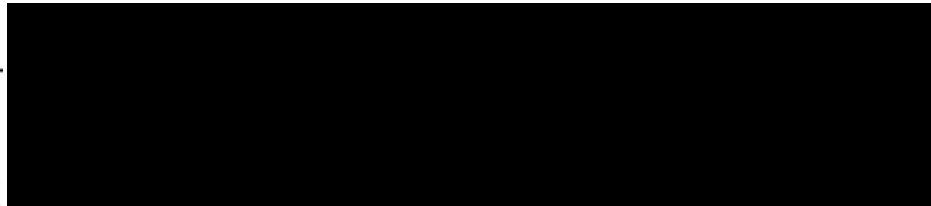
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**Sincerely,**

Francisco Ramirez  
Name

[Redacted Signature]

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**Sincerely,**

Ramona Montanez  
Name

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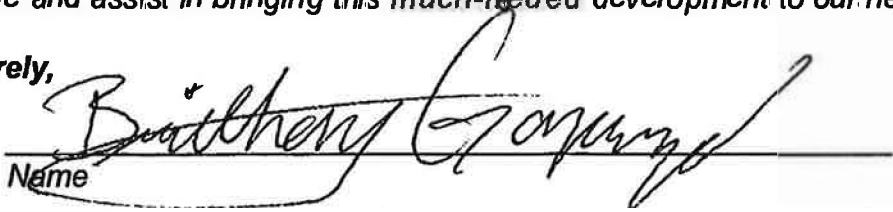
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Sincerely,

*Leticia Willard*

\_\_\_\_\_  
Name

\_\_\_\_\_  
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**Sincerely,**

*J. Gonzales*

N

Address

# RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

## AGENDA ITEM NO. 9.3

### SECTION 9: CONSENT CALENDAR

|                        |                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | <b>March 11, 2025</b>                                                                                                                                           |
| <b>Subject/ Title:</b> | <b>Resolution to Award Bid for the Oakdale Road Overlay Project to DSS Company dba Knife River Construction and Authorize Execution of Future Change Orders</b> |
| <b>From:</b>           | <b>Marisela H. Garcia, City Manager</b>                                                                                                                         |
| <b>Submitted by:</b>   | <b>Kathleen Cleek, Capital Projects/Regulatory Compliance Manager<br/>Laura Graybill, Senior Project Coordinator</b>                                            |

### **RECOMMENDATION**

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

1. Adopt a Resolution to Award bid to the lowest responsible bidder, DSS Company dba Knife River Construction; and
2. Authorize the City Manager to execute Change Orders within total project budget.

### **SUMMARY**

On November 8, 2016 the Stanislaus County voters approved a ½ cent sales tax measure (Measure L) to fund local and regional transportation projects and programs.

On April 23, 2024 the Riverbank City Council approved and adopted the revised 2024 City of Riverbank Expenditure Plan Project List for Measure L Funds. This project was listed under the Local Streets and Roads Improvements.

The bid opening was held on Tuesday, February 25, 2025 to consider the bids for the Oakdale Road Overlay Project between Patterson Road and the MID Canal. The following bids were received:

|                                             |              |
|---------------------------------------------|--------------|
| DSS Company dba Knife River Construction    | \$460,935.50 |
| Consolidated Engineering Inc.               | \$479,999.00 |
| United Pavement Maintenance, Inc.           | \$488,107.44 |
| Hensley's Paving & General Engineering Inc. | \$558,078.11 |
| George Reed, Inc.                           | \$608,146.89 |

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for, asphalt grinding & paving, micro-surfacing, striping, traffic control and all other work included on the plans for the above mentioned project.

Staff originally budgeted \$736,000.00 for construction from Measure L – Local Streets & Roads. The low bid came in under budget.

Bids have been reviewed and DSS Company dba Knife River Construction has been identified as the lowest responsible bidder for the project.

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

### **FINANCIAL IMPACT**

Funding has been programmed for this project with Measure L Funds, \$736,000.00.

### **ATTACHMENT**

1. Draft City Council Resolution 2025-
2. Site Map

**CITY OF RIVERBANK**

**RESOLUTION 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,  
CALIFORNIA, TO AWARD A CONTRACT FOR THE  
OAKDALE ROAD OVERLAY PROJECT  
BETWEEN PATTERSON ROAD AND THE MID CANAL WITH  
DSS COMPANY DBA KNIFE RIVER CONSTRUCTION,  
IN THE AMOUNT OF \$460,935.50, AND AUTHORIZE THE CITY MANAGER TO  
EXECUTE SAID CONTRACT AND APPROVE CHANGE ORDERS UP TO THE  
PROJECT CONTINGENCY FUND OF \$275,064.50**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS  
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the Oakdale Road Overlay Project includes asphalt grinding & paving, micro-surfacing, striping, traffic control and all other work included on the plans along Oakdale Road between Patterson Road and the MID Canal; and

**WHEREAS**, the City published a Notice to Bidders inviting interested bidders to submit their sealed bids for the Project; and

**WHEREAS**, on February 25, 2025, the City of Riverbank received five (5) bids and publicly opened and read the bids; and

**WHEREAS**, the apparent responsive and responsible low bidder is DSS Company dba Knife River Construction, in the amount of \$460,935.50; and

**WHEREAS**, staff recommends that the City Council approve a project contingency of \$275,064.50 for the Project to fund additional work as needed during renovation and construction.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank hereby approves a contract with DSS Company dba Knife River Construction, in the amount of \$460,935.50.

**AND NOW THEREFORE BE IT FURTHER RESOLVED** that the City Council of the City of Riverbank authorizes the City Manager to execute said contract and approve change orders up to the project contingency funds of \$275,064.50.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 11<sup>th</sup> day of March 2025; motioned by Councilmember

\_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon roll call was carried by the following City Council vote of:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

**ATTEST:**

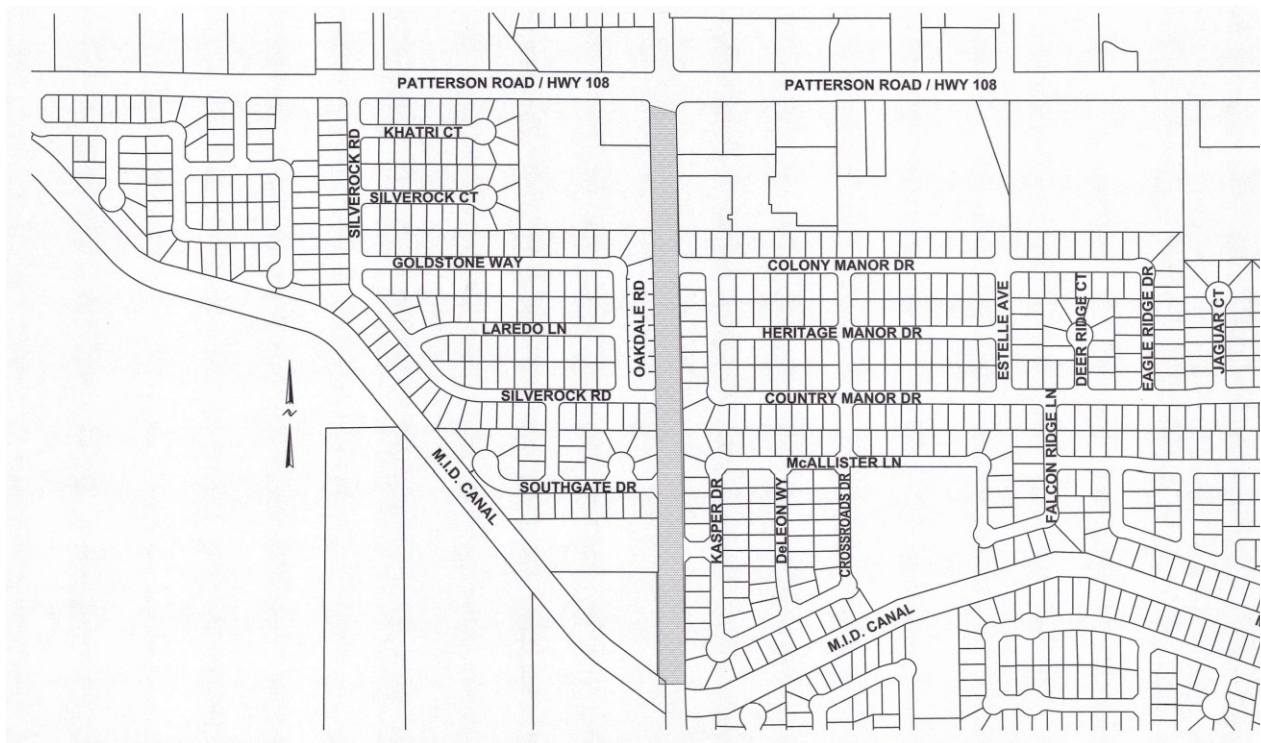
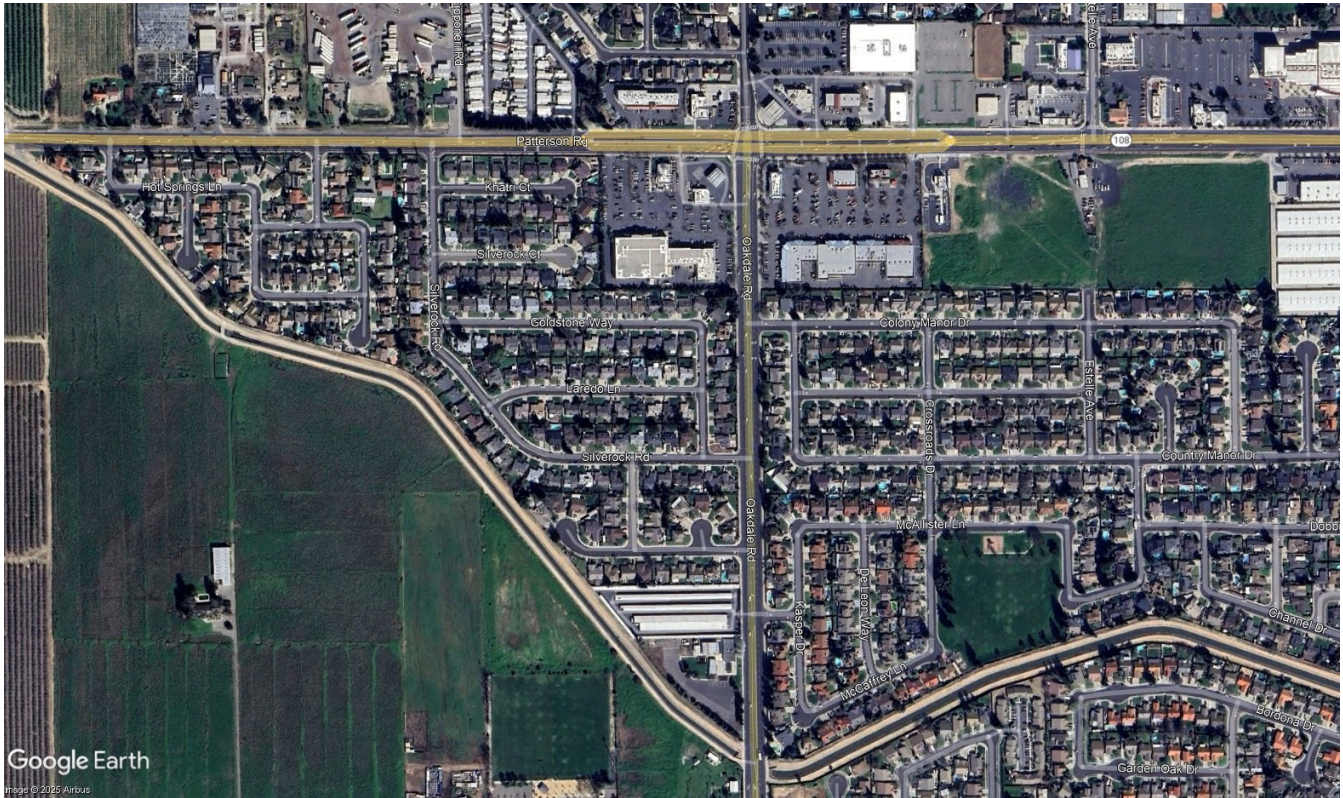
**APPROVED:**

\_\_\_\_\_  
**Gabriela Hernandez, CMC**  
**City Clerk**

\_\_\_\_\_  
**Rachel Hernandez**  
**Mayor**

**Attachment: Contract**

# SITE MAP OAKDALE ROAD OVERLAY PROJECT BETWEEN PATTERSON ROAD AND THE M.I.D. CANAL



# RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

## AGENDA ITEM NO. 9.4

### SECTION 9: CONSENT CALENDAR

**Meeting Date:** March 11, 2025

**Subject/ Title:** Resolution to Award Bid for the Patterson Road Overlay Project between Claus Road and Snedigar Road to Consolidated Engineering Inc. and Authorize Execution of Future Change Orders

**From:** Marisela H. Garcia, City Manager

**Submitted by:** Kathleen Cleek, Capital Projects/Regulatory Compliance Manager  
Laura Graybill, Senior Project Coordinator

#### **RECOMMENDATION**

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

1. Adopt a Resolution to Award bid to the lowest responsible bidder, Consolidated Engineering Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

#### **SUMMARY**

The City of Riverbank was awarded Regional Surface Transportation Program (RSTP) Funds to remove the existing roadway asphalt and subbase, replace with aggregate base rock and a course of new asphalt shall be installed and includes installation of an American with Disabilities Act (ADA) curb return, gutter and sidewalk to be replaced due to being out of ADA compliance. All work will occur within the City's existing Right of Way along Patterson Road between Claus Road and Snedigar Road. The purpose of this project is to repair areas of failing or damaged pavement and to prevent further deterioration and extend the service life of Patterson Road.

The bid opening was held on Tuesday, February 25, 2025 to consider the bids for the Patterson Road Overlay Project between Claus Road and Snedigar Road. The following bids were received:

|                                             |              |
|---------------------------------------------|--------------|
| Consolidated Engineering Inc.               | \$690,030.60 |
| Hensley's Paving & General Engineering Inc. | \$780,187.00 |

|                                         |              |
|-----------------------------------------|--------------|
| United Pavement Maintenance, Inc.       | \$809,996.91 |
| DSS Company dba Knife River Constrction | \$811,310.00 |

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for, utility potholing, asphalt grinding, sub-base removal, paving, micro-surfacing, curb, gutter, sidewalk, striping, traffic control, and all other work included on the plans.

Bids have been reviewed and Consolidated Engineering Inc. has been identified as the lowest responsible bidder for the project.

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

### **FINANCIAL IMPACT**

Costs to be covered by Regional Surface Transportation Program (RSTP) Funds, \$761,589.00.

### **ATTACHMENT**

1. Draft City Council Resolution 2025-
2. Site Map

**CITY OF RIVERBANK**

**RESOLUTION 2025-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,  
CALIFORNIA, TO AWARD A CONTRACT FOR THE  
PATTERSON ROAD OVERLAY PROJECT  
BETWEEN CLAUS ROAD AND SNEDIGAR ROAD WITH  
CONSOLIDATED ENGINEERING INC.,  
IN THE AMOUNT OF \$690,030.60, AND AUTHORIZE THE CITY MANAGER TO  
EXECUTE SAID CONTRACT AND APPROVE CHANGE ORDERS UP TO THE  
PROJECT CONTINGENCY FUND OF \$71,558.40**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS  
THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the Patterson Road Overlay Project includes utility potholing, asphalt grinding, sub-base removal, paving, micro-surfacing, curb, gutter, sidewalk, striping, traffic control, and all other work included on the plans along Patterson Road; and

**WHEREAS**, the City published a Notice to Bidders inviting interested bidders to submit their sealed bids for the Project; and

**WHEREAS**, on February 25, 2025, the City of Riverbank received four (4) bids and publicly opened and read the bids; and

**WHEREAS**, the apparent responsive and responsible low bidder is Consolidated Engineering Inc., in the amount of \$690,030.60; and

**WHEREAS**, staff also recommends that the City Council approve a project contingency of \$71,558.40 for the Project to fund additional work as needed during renovation and construction.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank hereby approves a contract with Consolidated Engineering Inc., in the amount of \$690,030.60.

**AND NOW THEREFORE BE IT FURTHER RESOLVED** that the City Council of the City of Riverbank authorizes the City Manager to execute said contract and approve change orders up to the project contingency funds of \$71,558.40.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 11<sup>th</sup> day of March 2025; 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:**

\_\_\_\_\_  
**Gabriela Hernandez,CMC**  
**City Clerk**

\_\_\_\_\_  
**Rachel Hernandez**  
**Mayor**

**Attachment: Contract**

**SITE MAP  
PATTERSON ROAD OVERLAY PROJECT  
BETWEEN CLAUS ROAD AND SNEDIGAR ROAD**



# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 11.1**

### **SECTION 11: UNFINISHED BUSINESS**

**Meeting Date:** March 11, 2025

**Subject:** Resolution Approving a Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless to Install a Cellular Tower at Castleberg Park and Authorizing the City Manager to Execute Said Agreements

**From:** Marisela H. Garcia, City Manager

**Submitted by:** Michael Patton, Parks and Recreation Director

#### **RECOMMENDATION**

It is recommended that the City Council consider the proposed Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless for the installation of a cellular tower at Castleberg Park and provide direction on whether to authorize the City Manager to execute the agreements.

#### **SUMMARY**

The Parks and Recreation Department has engaged in discussions with Verizon Wireless regarding the potential installation of a cellular tower at Castleberg Park. An agreement has been negotiated that would permit Verizon Wireless to install a cellular tower on a baseball light pole and establish an easement for construction and maintenance. The agreement also includes a 288-square-foot area south of the existing snack bar for Verizon's mechanical equipment. Under the terms of the proposed agreement, the City would receive \$1,975.00 per month in lease payments and a \$10,000 signing bonus. The agreement has a proposed term of approximately 25 years.

#### **BACKGROUND**

In 2023, the Parks and Recreation Department and Verizon Wireless began discussions regarding the potential installation of a cellular tower at Castleberg Park. These discussions covered easement access, tower location, lease terms, and associated fees. Throughout the process, input was gathered from staff in Parks and Recreation, Public Works, Planning, Development Services, and Administration. Following these

discussions, the City and Verizon Wireless negotiated terms that are intended to meet the needs of both parties.

Under the proposed agreement, Verizon Wireless would replace the southernmost light standard on the North baseball field with a new fixture capable of supporting equipment for its cellular services. The cellular tower would be positioned above the light fixture to ensure the lighting function remains unaffected. Additionally, Verizon Wireless would construct a 288-square-foot fenced concrete pad on the west side of the existing snack bar to house its equipment. All connections between the light standard, designated equipment space, and public utilities would be installed underground to minimize disruption to the park. Verizon Wireless would also reinforce the existing walking path to support the weight of maintenance vehicles and equipment.

As part of the agreement, Verizon Wireless would provide the city with a monthly lease payment of \$1,975.00 and a one-time signing payment of \$10,000. The lease includes an escalation clause increasing the monthly fee by 10% every five years. The initial lease term is 15 years, with the option to extend for two additional five-year terms.

If the lease agreement is approved, Verizon Wireless would be required to complete the permitting process with both the city and the State before proceeding with construction

### **FINANCIAL IMPACT**

Through this deal, the city would receive \$23,700.00 in annual revenue from the lease as well as a one-time \$10,000 signing bonus. The lease includes an escalation clause that increases the monthly fee by 10% after every 5 years.

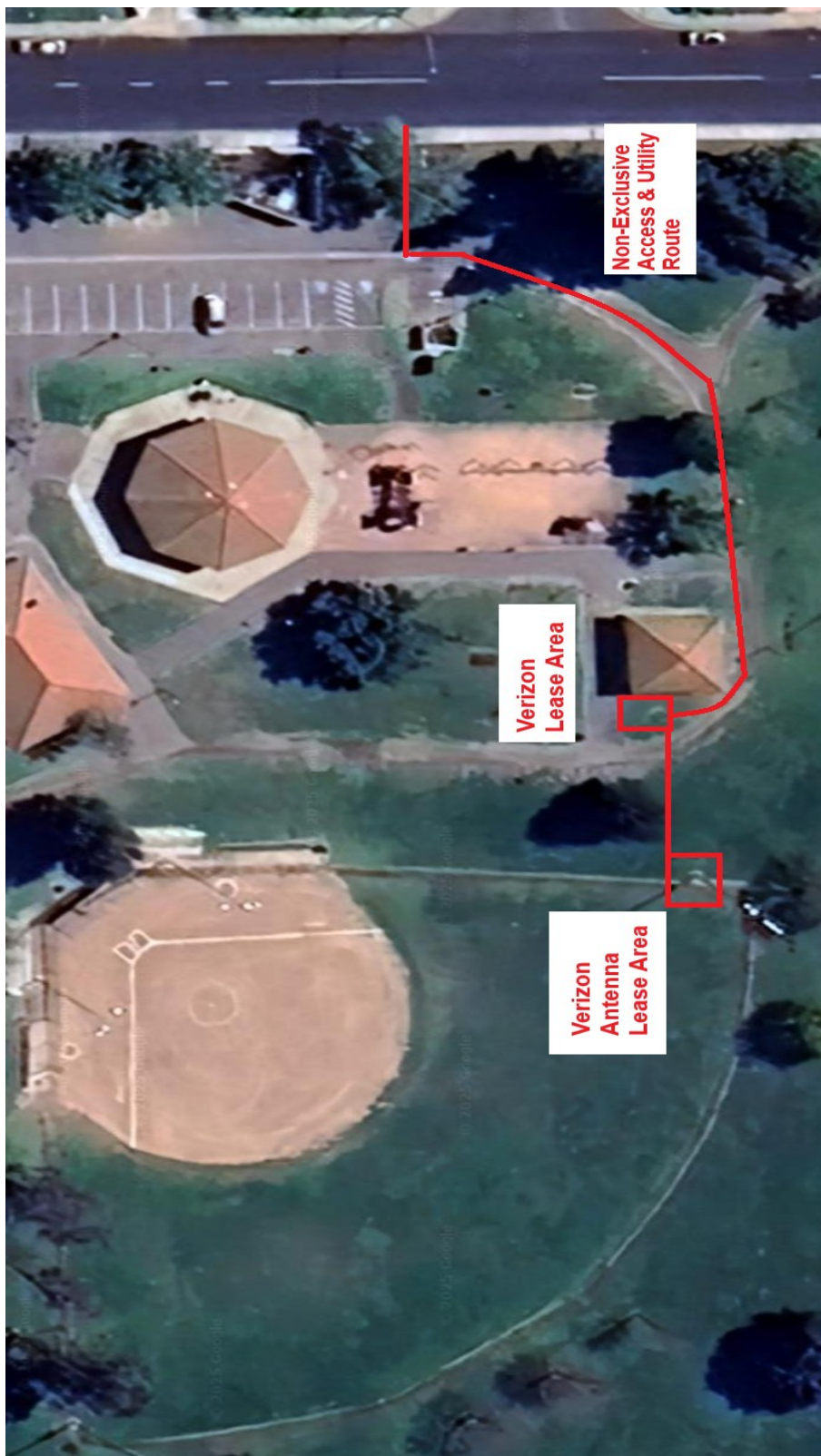
### **STRATEGIC PLAN**

The Strategic Plan has outlined a goal to “Continue to explore options for service delivery mechanisms to reduce costs.” Entering into this agreement with Verizon Wireless to install a cellular tower on city property that would not impact the property’s intended use would generate revenue for the city. The generated revenue can be used to reduce total costs accrued by the city to make improvements to Castleberg Park and other projects.

### **ATTACHMENTS**

- 1.Site Map
- 2.Resolution 2025-
- 3.Land Lease Agreement
- 4.Memorandum of Land Lease

Site Map



**CITY OF RIVERBANK**

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK  
APPROVING A LAND LEASE AGREEMENT AND MEMORANDUM OF LAND LEASE  
AGREEMENT WITH VERIZON WIRELESS FOR THE INSTALLATION OF A  
CELLULAR TOWER AT CASTLEBERG PARK AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE SAID AGREEMENTS**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS  
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the City of Riverbank (“City”) owns and operates Castleberg Park, a public park located within the City’s boundaries; and

**WHEREAS**, Verizon Wireless (“Verizon”) has proposed the installation of a cellular tower within Castleberg Park to improve telecommunications services for the community; and

**WHEREAS**, the City and Verizon have negotiated the terms of a Land Lease Agreement and a Memorandum of Land Lease Agreement (“Agreements”), which outline the responsibilities and obligations of both parties related to the cellular tower installation; and

**WHEREAS**, the installation of the cellular tower will provide benefits to the community to enhance connectivity and to support emergency communications infrastructure; and

**WHEREAS**, the Agreements have been reviewed and deemed acceptable by City staff and legal counsel, ensuring compliance with all applicable laws and regulations; and

**WHEREAS**, it is in the best interest of the City to authorize the execution of the Agreements to facilitate the project.

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

1. The Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless, attached hereto as Exhibit “A” and Exhibit “B,” respectively, are hereby approved.
2. The City Manager is hereby authorized and directed to execute the Land Lease Agreement and the Memorandum of Land Lease Agreement with Verizon Wireless, and to take all actions necessary to implement and administer the terms of the Agreements.

3. The City Manager is further authorized to make non-substantive amendments to the Agreements as may be necessary to carry out the intent of this Resolution, subject to approval by the City Attorney.
4. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 11th day of March 2025; 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:**

\_\_\_\_\_  
Gabriela Hernandez,CMC  
City Clerk

\_\_\_\_\_  
Rachel Hernandez  
Mayor

**Attachment: Exhibit A: Land Lease Agreement**  
**Exhibit B: Memorandum of Land Lease Agreement**

Site: Riverbank Crossroads  
MDG#: 5000168328

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between The City of Riverbank, a municipal corporation, with its principal offices located at 6707 3<sup>rd</sup> Street, Riverbank, CA 95367, ("LESSOR") and Sacramento-Valley Limited Partnership, dba Verizon Wireless, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at Castleberg Park, 8th St., Riverbank, CA 95367 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" consists of two (2) parcels of ground space, containing approximately 256 square feet and 288 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 15 years ("Initial Term") beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Initial term of this Agreement shall automatically be extended for 2 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The Initial Term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Three Thousand Seven Hundred and No/100 Dollars (\$23,700.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 6707 3<sup>rd</sup> Street, Riverbank, CA 95367 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current

version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. Commencing on the fifth (5<sup>th</sup>) anniversary of the Commencement Date, and every five (5) years thereafter on the respective anniversary of the Commencement Date during the Initial Term and any extension terms, LESSEE's annual rent shall be increased by an amount equal to 10% of the annual rental in effect during the last year of the immediately preceding 5 years.

d. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4d. is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4d. does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a six-foot (6') wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding the foregoing, trenching is prohibited on the Property, and LESSEE agrees that underground installation shall occur by boring only unless otherwise mutually agreed by the Parties. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS.

a. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

b. In conjunction with LESSEE's construction of the Premises, LESSEE shall remove one existing light pole (the "Existing Light Standard") located on the Property, including the foundation thereof, as identified on Exhibit "B" attached hereto. In addition to the removal of the Existing Light Standard, LESSEE shall construct one new seventy-one foot (71') replacement light pole (the "New Pole") as shown on Exhibit "B" attached hereto. Following LESSEE's completion of construction of the New Pole, LESSEE shall relocate LESSOR's existing lights ("Lights") currently located on the Existing Light Standard to the New Pole. LESSEE shall ensure that the New Pole is installed properly, and is sufficient for LESSEE's proposed use under this Agreement. LESSOR may elect that LESSEE (i) take possession of and remove the Existing Light Standard from the Property; or (ii) place the Existing Light Standard on the ground adjacent to the Premises for removal and/or storage by LESSOR. If LESSOR fails to make such an election in writing within ten (10) business days after the Commencement Date, LESSEE shall have the option to make such election on behalf of LESSOR. LESSEE shall have no obligation to replace the Existing Light Standard at the expiration or earlier termination of this Agreement.

c. Throughout the Term of this Agreement, LESSEE shall have the exclusive right to use the New Pole. LESSOR shall be responsible to maintain and repair the Lights in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at LESSOR's sole cost and expense. LESSOR shall maintain and repair the Lights without disturbing or affecting LESSEE's equipment. LESSOR acknowledges and agrees that (1) LESSEE's communications equipment is highly sensitive, (2) LESSEE's communications equipment may only be handled by properly trained and qualified personnel, and (3) LESSEE shall be solely responsible for the maintenance, repair and handling of all of LESSEE's equipment, antennas, and any other of LESSEE's improvements during the term of this Agreement. LESSEE shall be responsible to maintain and repair the New Pole in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at LESSEE's sole cost and expense, except to the extent any damage is caused or repair is required due to the acts or omissions of LESSOR, its agents, contractors or employees.

d. LESSOR shall, at all times during the Term, be responsible for the electricity for the Lights. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, then LESSEE shall read LESSEE's sub-meter remotely on a monthly basis and shall reimburse LESSOR for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility provider for electricity, without mark up or profit. Upon LESSEE's written request, LESSOR shall provide to LESSEE copies of LESSOR's electricity bill for the purpose of verifying such utility rates.

e. The Parties agree that the existing paved pathway running from the paved parking lot on the Property to LESSEE's proposed Premises (the "Existing Pathway"), as depicted on Exhibit "B" attached hereto, cannot withstand LESSEE's heavy equipment. LESSOR agrees to close the Existing Pathway to the public while LESSEE installs the New Pole. Immediately after installation and before LESSEE commences any maintenance work on the New Pole, LESSEE shall replace the Existing Pathway, at LESSEE's sole expense, with a new paved pathway sufficient to withstand the use of LESSEE's heavy equipment (the "Replacement Pathway"). LESSOR consents and agrees that the Replacement Pathway may be wider than the Existing Pathway to accommodate LESSEE's equipment. LESSEE shall notify LESSOR when the work has been completed on the Replacement Pathway. Within thirty (30) days after the date LESSEE notifies LESSOR of LESSEE's completion of installation of the Replacement Pathway (the "Initial 30-Day Period"), LESSOR shall inspect the Replacement Pathway (the "Inspection") at LESSOR's sole cost and expense. If LESSOR provides written notice to LESSEE of LESSOR's approval of the installation of the Replacement Pathway or fails to provide written notice to LESSEE of any construction deficiencies within the Initial 30-Day Period, LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. If LESSOR provides written notice (the "Notice") of any Replacement Pathway installation deficiencies to LESSEE within the Initial 30-Day Period, LESSEE shall promptly commence any repairs and/or remedial work to the Replacement Pathway necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, LESSEE shall notify LESSOR of such completion and LESSOR shall then have an additional thirty (30) days from the date of such notification from LESSEE (the "Additional 30-Day Period") to inspect the Replacement Pathway with respect to such construction deficiencies cited in the Notice. If LESSOR reasonably determines that LESSEE has corrected such construction deficiencies in compliance with the Notice, then within the Additional 30-Day Period, LESSOR shall give LESSEE written approval of the Replacement Pathway and thereafter LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. In the event LESSOR either approves the installation of the Replacement Pathway as described above, or fails to provide written notice to LESSEE of any such construction deficiencies (or of LESSEE's failure to repair and/or remediate any deficiencies described in the Notice, if applicable) within the Additional 30-Day Period,

LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. Upon any such express or deemed approval of the Replacement Pathway, title to and ownership of the Replacement Pathway shall vest in LESSOR, without representation or warranty from LESSEE as to its condition or fitness for a particular purpose and in their "as-is" condition as of the date of such express or deemed approval. LESSEE shall not transport heavy equipment on the Replacement Pathway until LESSOR has approved and accepted the Replacement Pathway as set forth above, except as may be required to cure construction deficiencies as set forth above.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

LESSOR shall have the right, any time after the expiration of the fifteenth (15th) lease year, to elect to terminate this Agreement with not less than two (2) years' prior written notice to LESSEE (i.e., the earliest such termination may be effective is after the expiration of the full seventeenth (17<sup>th</sup>) lease year), in the event that LESSOR seeks to redevelop the Property with the use of federal grant funds and the receipt of such funds are conditioned on no portion of the Property being used as a communications facility.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The

indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at 800-264-6620) or to LESSOR (at 209-863-7140), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale,

transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:      The City of Riverbank  
                  6707 3rd Street  
                  Riverbank, CA 95367

LESSEE:      Sacramento-Valley Limited Partnership  
                  d/b/a Verizon Wireless  
                  180 Washington Valley Road  
                  Bedminster, New Jersey 07921  
                  Attention: Network Real Estate  
                  Site: Riverbank Crossroads

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in

which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to

comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR’s compliance with this requirement shall be subject, at LESSEE’s option, to independent verification.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts,

including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

The City of Riverbank

By: \_\_\_\_\_  
Name: Marisela Garcia  
Its: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Tom Hallinan  
Its: City Attorney  
Date: \_\_\_\_\_

**LESSEE:**

Sacramento-Valley Limited Partnership,  
dba Verizon Wireless

By: AirTouch Cellular Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

Real Property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

LOTS 2, 7 AND 10 OF THE FARRENS TRACT, AS PER MAP FILED NOVEMBER 14, 1913 IN VOLUME 8 OF MAPS, PAGE 2, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 2 SOUTH, RANGE 9 EAST, M. D. B. & M., WHICH POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 1 AND ON THE CENTERLINE OF TERMINAL STREET, 20.00 FEET NORTH OF THE EXTENSION OF THE SOUTHERLY LINE OF KENTUCKY AVENUE; THENCE RUNNING ALONG THE LINE BETWEEN SECTIONS 25 AND 36, SOUTH 88° 39' 45" EAST 660.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2; THENCE SOUTH 1° 20' 15" WEST 20.00 FEET TO THE SOUTHERLY LINE OF KENTUCKY AVENUE AND THE TRUE POINT OF BEGINNING ON THIS DESCRIPTION; THENCE CONTINUING SOUTH 1° 20' 15" WEST 135.00 FEET; THENCE SOUTH 88° 39' 45" EAST 300 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO W. H. HARRIS AND WIFE, BY DEED RECORDED APRIL 5, 1948 AS INSTRUMENT NO. 7526; THENCE NORTH 1° 20' 15" EAST 135 FEET; THENCE NORTH 88° 39' 45" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 10, WHICH IS INCLUDED IN THE FOLLOWING DESCRIBED REAL PROPERTY;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, AT A CONCRETE MONUMENT AND THE INTERSECTION OF THE CENTERLINES OF TOWNSEND AVENUE AND TERMINAL STREET, AND RUNNING THENCE NORTH 0° 19' 15" EAST ALONG SAID CENTERLINE OF TERMINAL STREET 20.0 FEET TO A POINT; THENCE SOUTH 88° 41' 45" EAST 25.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY DESCRIBED, THENCE CONTINUING SOUTH 88° 41' 45" EAST, ALONG THE NORTH LINE OF TOWNSEND AVENUE, 1277.61 FEET TO THE CENTERLINE OF EIGHTH STREET, AS SHOWN UPON SAID MAP; THENCE NORTH 0° 20' EAST ALONG SAID CENTERLINE 20.0 FEET; THENCE NORTH 88° 41' 45" WEST 1277.61 FEET TO THE EAST LINE OF TERMINAL STREET; THENCE SOUTH 0° 19' 15" WEST 20.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THE LAND LYING WITHIN THE BOUNDS OF SAID TOWNSEND AVENUE.

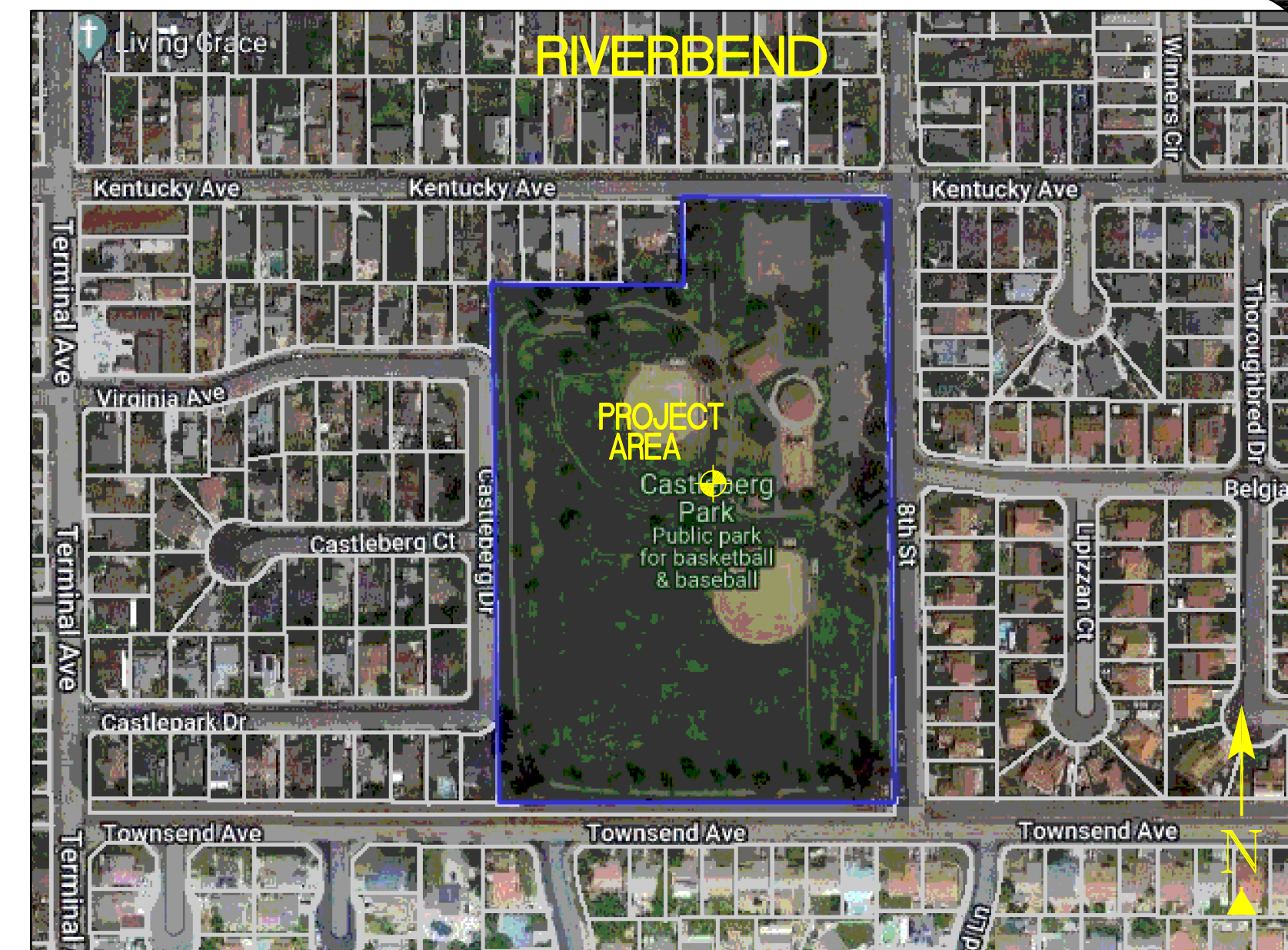
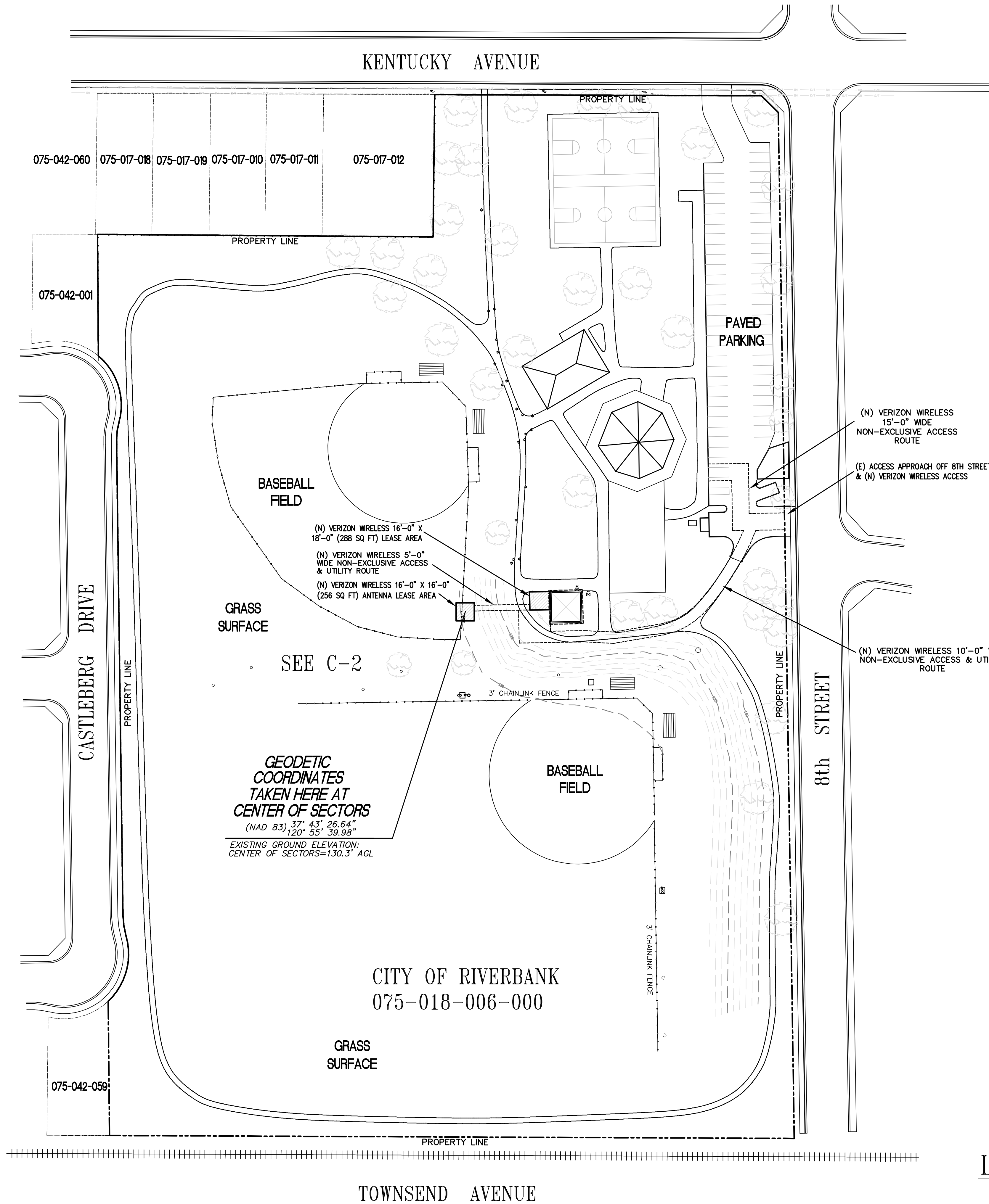
THE ABOVE EXCEPTION COVERS THE NORTH 20 FEET OF TOWNSEND AVENUE TOGETHER WITH AN ADDITIONAL 20 FEET ADJOINING SAID TOWNSEND AVENUE, ON THE NORTH AS SHOWN ON THE MAP OF THE FARREN TRACT, SAID 20 FEET

ADJOINING TOWNSEND AVENUE ON THE NORTH WAS CONVOYED BY G. M. SCOTT AND HATTIE H. SCOTT, HIS WIFE, TO DEFENSE PLANT CORPORATION, A CORPORATION CREATED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION PURSUANT TO SECTION 5D OF THE RECONSTRUCTION FINANCE CORPORATION ACT, AS AMENDED BY DEED RECORDED JUNE 1, 1942 AS INSTRUMENT NO. 7400.

Property Address: Townsend Avenue, Riverbank, CA 95367

APN: 075-018-006

**EXHIBIT "B"**  
**PREMISES DESCRIPTION**  
**[see attached]**



VICINITY MAP

PROPERTY INFORMATION

OWNER: CITY OF RIVERBANK  
ADDRESS: 6707 3RD STREET  
RIVERBANK, CA 95367

SITE: RIVERBANK CROSSROADS  
CASTLEBERG PARK, 8TH STREET  
RIVERBANK, CA 95367

ASSESSOR'S PARCEL NUMBER: 075-018-006-000  
EXISTING GROUND ELEVATION: CENTER OF SECTORS=130.3' AGL

SURVEYOR'S NOTES

ALL ROUTES CONTAINED IN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

SURVEY DATE

1/05/2023

TITLE REPORT

TITLE REPORT WAS PROVIDED BY DOMA TITLE INSURANCE, INC. ORDER NO:54606-23-01689, DATED:JANUARY 18, 2023. EXCEPTIONS 3,4,5 AND 6 DESCRIBE THE ENTIRE PARCEL. LOCATION CAN NOT BE PLOTTED.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT U.S.A. AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM, STATE PLANE COORDINATE ZONE 3, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS, CONSTRAINING TO NGS CONTROL STATION 'LUTZ' ELEVATION=450.0' (NAVD88)

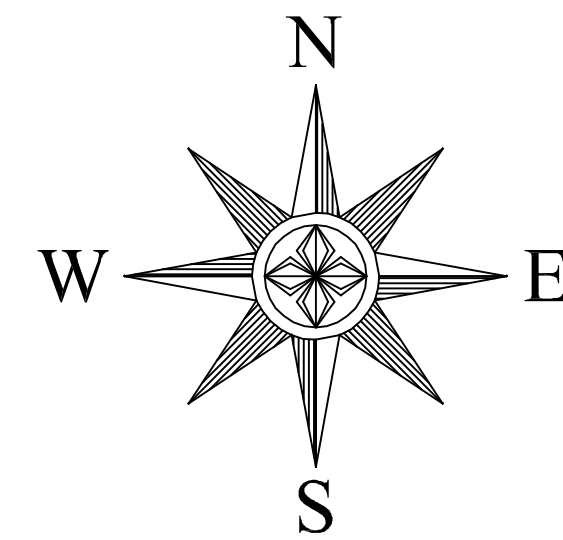
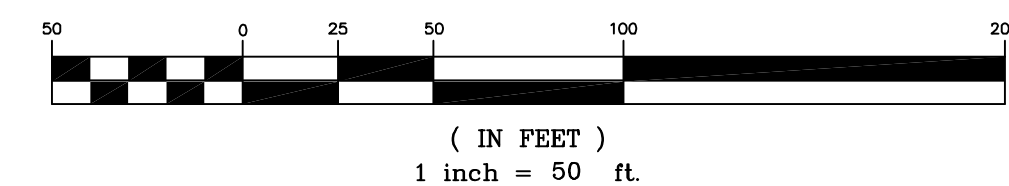
LESSOR'S LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND AS SHOW ON TITLE REPORT.

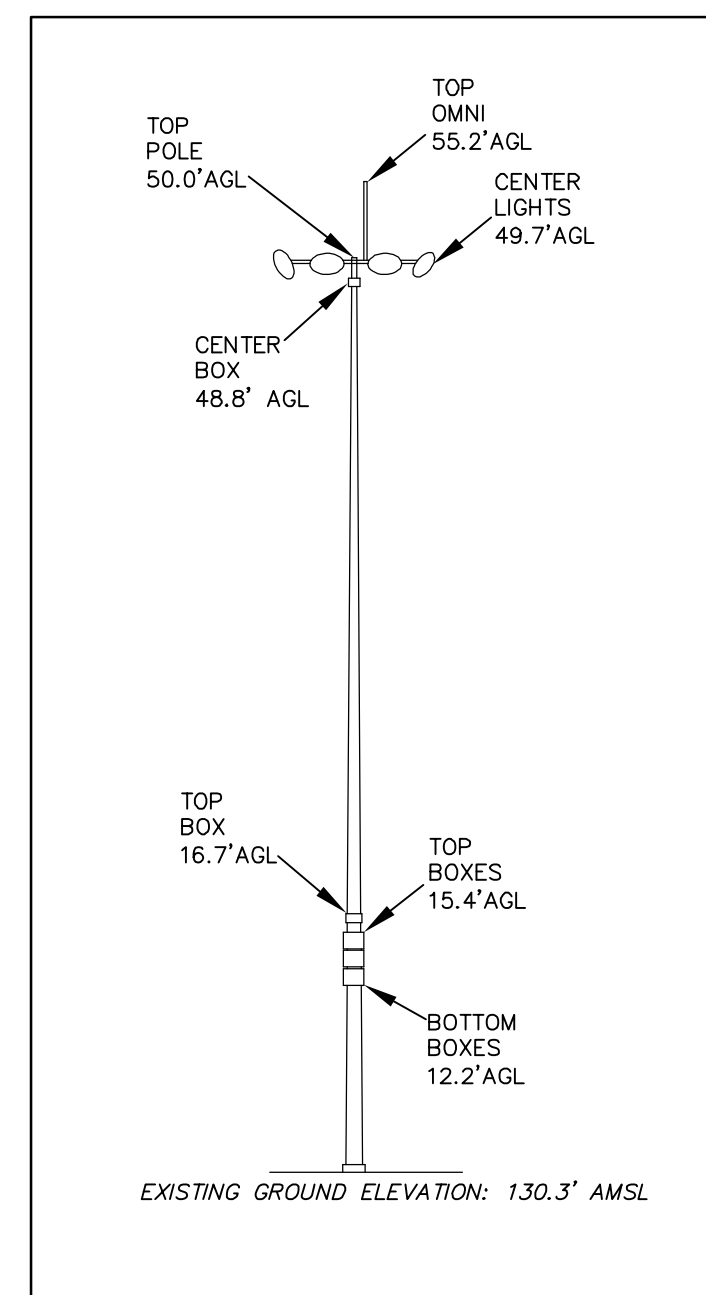
LEGEND

|      |                      |     |                        |
|------|----------------------|-----|------------------------|
| SSMH | SEWER MANHOLE        | WV  | WATER CONTROL VALVE    |
| SSCO | SEWER CLEANOUT       | FD  | FIRE HYDRANT           |
| R/W  | RIGHT OF WAY         | GC  | GUY CONDUCTOR          |
| EP   | EDGE OF PAVEMENT     | FO  | FOUND AS NOTED         |
| D/W  | ACCESS DRIVEWAY      | PP  | POWER POLE             |
| PS   | PARKING SPACE        | LP  | LIGHT POLE             |
| SW   | SIDEWALK             | ET  | ELECTRICAL TRANSFORMER |
| BLDG | BUILDING             | AC  | AIR CONDITIONING UNIT  |
| ROOF | TOP OF ROOF          | TP  | TELEPHONE PEDESTAL     |
| COL  | COLUMN               | TV  | TELEPHONE VAULT        |
|      | GEODETIC COORDINATES | TM  | TELEPHONE MANHOLE      |
|      | SPOT ELEVATION       | GV  | GAS VALVE              |
|      | DISH ANTENNA         | GM  | GAS METER              |
|      |                      | --- | PROPERTY LINE          |
|      |                      | --- | CHAIN LINK FENCE       |

GRAPHIC SCALE



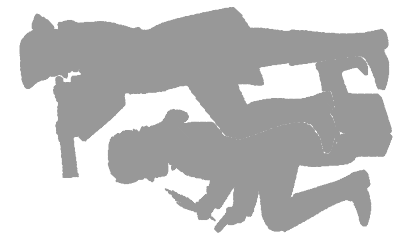
OVERALL VIEW  
50 SCALE



LIGHT POLE DETAIL

ISSUE STATUS

| REV. | DATE       | DESCRIPTION              |
|------|------------|--------------------------|
| 1    | 1/05/2023  | SITE PLAN                |
| 2    | 1/23/2023  | AE DESIGN                |
| 3    | 1/31/2023  | TITLE REVIEW             |
| 4    | 4/13/2023  | WIDENED ROUTES           |
| 5    | 9/23/2023  | LIGHT POLE MOVED         |
| 6    | 4/25/2024  | NEW ANTENNA LOCATION     |
| 7    | 5/09/2024  | SURVEYED NEW ANTENNA     |
| 8    | 9/23/2024  | AS REQUESTED BY AE       |
| 9    | 12/18/2024 | REMOVED UTILITY EASEMENT |



**HAYES**  
Land Surveying  
And Mapping  
2830 MADISON COURT  
CONCORD, CA 94518



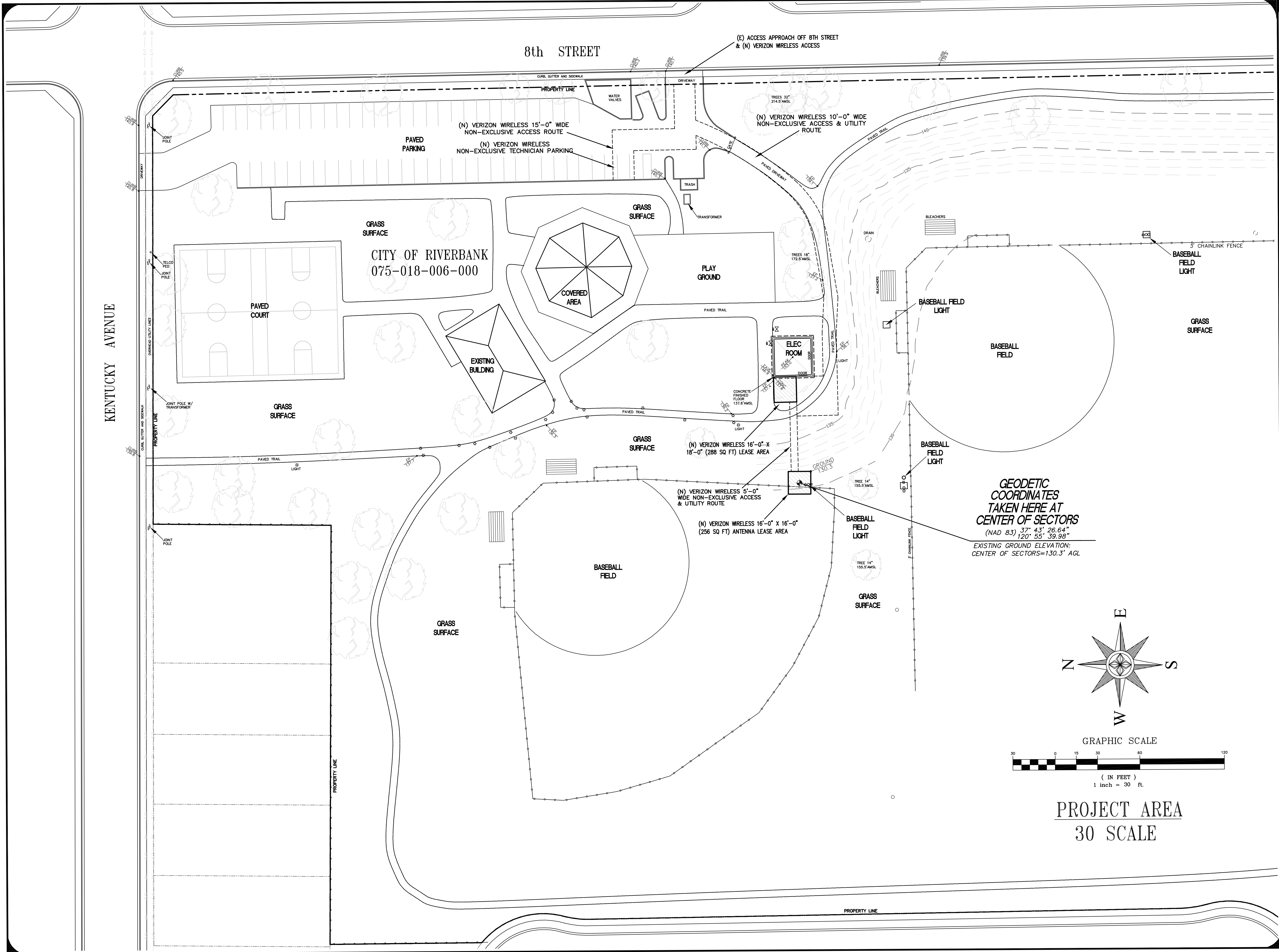
**verizon**

2785 MITCHELL DRIVE  
WALNUT CREEK, CA. 94598  
OFFICE: 925-279-6000  
(925) 279-6333

TOPOGRAPHIC SURVEY  
EXISTING CONDITIONS

5000168328  
RIVERBANK CROSSROADS  
CASTLEBERG PARK  
8TH STREET  
RIVERBANK, CA 95367

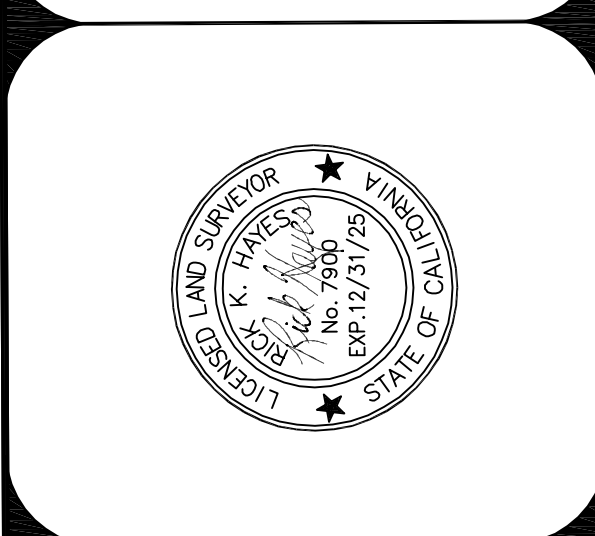
C-1  
SHEET 1 of 2

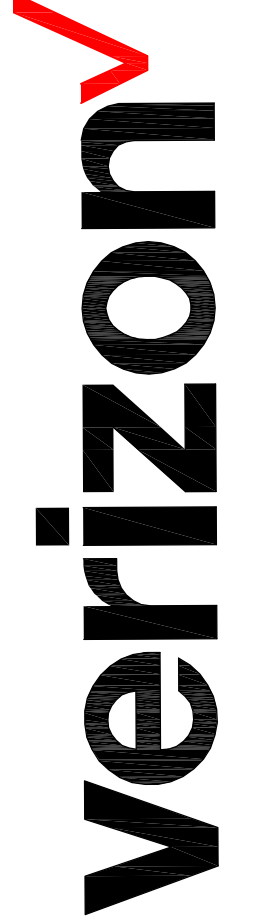


| ISSUE STATUS |            |                          |      |  |  |
|--------------|------------|--------------------------|------|--|--|
| Δ            | DATE       | DESCRIPTION              | REV. |  |  |
|              | 1/09/2023  | SITE PLAN                |      |  |  |
|              | 1/25/2023  | AE DESIGN                |      |  |  |
|              | 1/31/2023  | TITLE REVIEW             |      |  |  |
|              | 4/13/2023  | WIDENED ROUTES           |      |  |  |
|              | 9/23/2023  | LIGHT POLE MOVED         |      |  |  |
|              | 4/25/2024  | NEW ANTENNA LOCATION     |      |  |  |
|              | 5/09/2024  | SURVEYED NEW ANTENNA     |      |  |  |
|              | 9/25/2024  | AS REQUESTED BY AE       |      |  |  |
|              | 12/18/2024 | REMOVED UTILITY EASEMENT |      |  |  |



**HAYES**  
Land Surveying  
And Mapping  
2350 MADISON COURT  
CONCORD, CA 94518





2785 MITCHELL DRIVE  
WALNUT CREEK, CA. 94598  
OFFICE: 925-279-6000  
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TOPOGRAPHIC SURVEY  
EXISTING CONDITIONS

5000168328  
RIVERBANK CROSSROADS  
CASTLEBERG PARK  
8TH STREET  
RIVERBANK, CA 95367

C-2  
SHEET 2 of 2

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP  
1800 Century Park East  
8<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Victoria T. Gregson, Esq.  
Re: Riverbank Castleberg Park

(Space above line for Recorder's Use)

STATE OF CALIFORNIA           )  
                                                  )  
COUNTY OF STANISLAUS       )

APN: 075-018-006

**MEMORANDUM OF LAND LEASE AGREEMENT**

This Memorandum of Land Lease Agreement is made as of the date of last execution below by and between The City of Riverbank, a municipal corporation, with its principal offices located at 6707 3rd Street, Riverbank, CA 95367, hereinafter collectively designated LESSOR and Sacramento-Valley Limited Partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on the last date of execution thereof, for an initial term of fifteen (15) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.
2. Pursuant to the Agreement, LESSEE shall lease from LESSOR a portion ("Premises") of that certain real property located at Castleberg Park, 8th St., Riverbank, CA 95367 and legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from the Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises.
4. In the event LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, LESSEE has the right of first refusal to purchase the Property (or an interest therein) during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

**LESSOR:**

The City of Riverbank

By: \_\_\_\_\_  
Name: Marisela H. Garcia  
Its: City Manager  
Date: \_\_\_\_\_

**LESSEE:**

Sacramento-Valley Limited Partnership, a  
California limited partnership  
dba Verizon Wireless

By: AirTouch Cellular Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

### LESSOR ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**LESSEE ACKNOWLEDGEMENT**

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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**Exhibit "A"**

**(Legal Description of Property)**

Real Property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

LOTS 2, 7 AND 10 OF THE FARRENS TRACT, AS PER MAP FILED NOVEMBER 14, 1913 IN VOLUME 8 OF MAPS, PAGE 2, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 2 SOUTH, RANGE 9 EAST, M. D. B. & M., WHICH POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 1 AND ON THE CENTERLINE OF TERMINAL STREET, 20.00 FEET NORTH OF THE EXTENSION OF THE SOUTHERLY LINE OF KENTUCKY AVENUE; THENCE RUNNING ALONG THE LINE BETWEEN SECTIONS 25 AND 36, SOUTH 88° 39' 45" EAST 660.00 FEET TO THE NORTHWESTERLY CORNER OF

LOT 2; THENCE SOUTH 1° 20' 15" WEST 20.00 FEET TO THE SOUTHERLY LINE OF KENTUCKY AVENUE AND THE TRUE POINT OF BEGINNING ON THIS DESCRIPTION; THENCE CONTINUING SOUTH 1° 20' 15" WEST 135.00 FEET; THENCE SOUTH 88° 39' 45" EAST 300 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO W. H. HARRIS AND WIFE, BY DEED RECORDED APRIL 5, 1948 AS INSTRUMENT NO. 7526; THENCE NORTH 1° 20' 15" EAST 135 FEET; THENCE NORTH 88° 39' 45" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 10, WHICH IS INCLUDED IN THE FOLLOWING DESCRIBED REAL PROPERTY;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, AT A CONCRETE MONUMENT AND THE INTERSECTION OF THE CENTERLINES OF TOWNSEND AVENUE AND TERMINAL STREET, AND RUNNING THENCE NORTH 0° 19' 15" EAST ALONG SAID CENTERLINE OF TERMINAL STREET 20.0 FEET TO A POINT; THENCE SOUTH 88° 41' 45" EAST 25.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY DESCRIBED, THENCE CONTINUING SOUTH 88° 41' 45" EAST, ALONG THE NORTH LINE OF TOWNSEND AVENUE, 1277.61 FEET TO THE CENTERLINE OF EIGHTH STREET, AS SHOWN UPON SAID MAP; THENCE NORTH 0° 20' EAST ALONG SAID CENTERLINE 20.0 FEET; THENCE NORTH 88° 41' 45" WEST 1277.61 FEET TO THE EAST LINE OF TERMINAL STREET; THENCE SOUTH 0° 19' 15" WEST 20.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THE LAND LYING WITHIN THE BOUNDS OF SAID TOWNSEND AVENUE.

THE ABOVE EXCEPTION COVERS THE NORTH 20 FEET OF TOWNSEND AVENUE TOGETHER WITH AN ADDITIONAL 20 FEET ADJOINING SAID TOWNSEND AVENUE, ON THE NORTH AS SHOWN ON THE MAP OF THE FARREN TRACT, SAID 20 FEET ADJOINING TOWNSEND AVENUE ON THE NORTH WAS CONVOYED BY G. M. SCOTT AND HATTIE H. SCOTT, HIS WIFE, TO DEFENSE PLANT CORPORATION, A CORPORATION CREATED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION PURSUANT TO SECTION 5D OF THE RECONSTRUCTION FINANCE CORPORATION ACT, AS AMENDED BY DEED RECORDED JUNE 1, 1942 AS INSTRUMENT NO. 7400.

Property Address: Townsend Avenue, Riverbank, CA 95367

APN: 075-018-006

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 12.1**

### **SECTION 12: NEW BUSINESS**

**Meeting Date:** March 11, 2025

**Subject:** A Resolution Approving the Appointment of Armando Rodriguez Jr. as Alternate to the Planning Commission Effective April 1, 2025.

**From:** Marisela H. Garcia, City Manager

**Submitted by:** Gabriela Hernandez, City Clerk/LRA Secretary

#### **RECOMMENDATION**

It is recommended the City Council consider Mayor Hernandez's nomination to fill one (1) expired Alternate Planning Commissioner seat, for a full 2 -year term effective April 1, 2025 and ending March 31, 2027.

#### **SUMMARY**

Pursuant to the policy on Planning Commission terms and filling vacancies, one (1) alternate seat expired on December 31, 2024.

An "open until filled" recruitment to receive applications was opened on January 6<sup>th</sup>, 2025 with the first round of application review occurring on January 31, 2025. Mayor Hernandez conducted interviews with three (3) candidates, and in accordance with the Riverbank Municipal Code (RMC), she is recommending that the City Council approve the appointment of Armando Rodriguez Jr. as Alternate Planning Commissioner. The Alternate Planning Commissioner term will begin April 1, 2025 through March 31, 2027.

#### **FINANCIAL IMPACT**

Compensation to serve as a primary Planning Commissioner is \$100 per month. The Alternate Planning Commissioner receives \$50 per month, however if called upon to serve in the absence of a Primary Commissioner, the compensation is \$100. Compensation is a fixed amount set at the discretion of the City Council by resolution and is paid for attendance of an "opened" meeting.

## **STRATEGIC PLAN**

The Planning Commission provides valuable guidance to the City Council and overall community on a variety of development projects. Many of those projects expand economic development opportunities and promotes sustainable land use planning, which are goals of the City's Strategic Plan.

## **ATTACHMENTS**

1. Resolution 2025-
2. Copies of Candidate Applications

**CITY OF RIVERBANK**

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIVERBANK, CALIFORNIA  
APPROVING THE APPOINTMENT OF ALTERNATE ARMANDO RODRIGUEZ JR.  
TO THE PLANNING COMMISSION EFFECTIVE APRIL 1, 2025.**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the City of Riverbank Planning Commission was established and is regulated pursuant to Riverbank Municipal Code (RMC) Title III; Chapter 32; and

**WHEREAS**, one (1) alternate seat that was held by Commissioner Steve Link, expired on December 31, 2024

**WHEREAS**, pursuant to the RMC, a recruitment process was conducted beginning January 6 through January 30, 2025 to receive applications for consideration; and

**WHEREAS**, on February 12, 2025, Mayor Hernandez conducted interviews of the three (3) applicants, and in accordance with the RMC made the following recommendation to the City Council for Approval:

- 1) Appoint Armando Rodriguez Jr. to an alternate seat; 2-year term expiring March 31, 2027.

**WHEREAS**, pursuant to the RMC, the Planning Commission shall consist of five voting members who shall serve a four-year term of office, and one or two alternate member who shall serve a two-year term of office, all of whom shall be residents and registered voters of the City of Riverbank;

- (1) The Mayor with the approval of the City Council may appoint an additional alternate member as deemed necessary.
- (2) Alternate members shall be prepared to serve in the absence of a regular member when called upon.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank does hereby approve the aforementioned appointment as stated. Said appointee shall begin their term April 1, 2025 and may temporarily serve beyond their expiration date until a new appointment has been made.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 11<sup>th</sup> Day of March, 2025; 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:**

---

**Gabriela Hernandez, CMC**  
**City Clerk**

---

**Rachel Hernandez**  
**Mayor**

Received (Date Stamp)

RECEIVED

JAN 29 2025

BY: RLH

Applicant is a Resident: Yes ☒ No ☐  
Applicant is a Registered Voter: Yes ☒ No ☐

Page 2 of 2

Describe your education, training, and/or any special certifications or experience:

I am a proud Riverbank High School alumnae, as well as a graduate of Sacramento State University. I hold a Bachelor's degree in Construction Management with a minor in Business Administration. In my career, I have worked as a project manager where I oversaw a team of up to 16 employees, wrote estimates, managed budgets, and coordinated complex projects. Additionally, as the owner of a small, family operated company, I continue to apply my skills in project management, leadership and financial planning.

List your experience of serving on any previous Board, Commission, or Committee:

While I haven't officially served as a board member, I have been actively involved in numerous events and organizations that focus on professional development, community building, and industry collaboration that has allowed me to collaborate with diverse groups and make a positive impact in my professional career and our community.

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

I believe my background and experience would make a great fit for a planning commissioner role. As previously mentioned, I hold a bachelor's degree in Construction Management, which gave me an understanding of urban planning and development. I'm passionate about community development and feel confident in my ability to look at projects from all angles, collaborate with others, and make decisions that help shape a better future for our community.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required):  DATE: 1/28/2025

Completed and signed applications may be mailed or delivered to:

City of Riverbank  
c/o City Clerk, Gabriela Hernandez, CMC  
6707 Third Street, Suite A  
Riverbank, CA 95367  
Or, emailed to [ghernandez@riverbank.org](mailto:ghernandez@riverbank.org)



# APPLICATION for Planning Commission of the City of Riverbank

Received (Date Stamp)

**RECEIVED**

**JAN 13 2025**

BY: [Signature]

**TO QUALIFY:** APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

**For official use only (do not mark this box)**

Applicant is a Resident: Yes ☐ No ☐

Applicant is a Registered Voter: Yes ☐ No ☐

## Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☐ Ms. STANLEY R. PEERY  
First M.I. Last

Home Address [Redacted] RIVERBANK 95367  
Address City Zip

Mailing Address (if different from home address) \_\_\_\_\_

Signature (required): Stanley R Peery Date: 1/12/2025

Contact Phone # [Redacted] E-mail [Redacted]

WRITTEN COMMUNICATION IS EVALUATED - DO NOT ONLY INDICATE "SEE RESUME"

## CURRENT OR LAST EMPLOYER INFORMATION

Employer 7-ELEVEN INC Address [Redacted]

Position FRANCHISE AREA LEADER Employment Dates July 24 - PRESENT List Responsibilities below:

Prior - Big Lots Inc - OHIO  
DISTRICT MANAGER SOUTHERN CALIFORNIA - 20 YEARS

## QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

BIG LOTS FOUNDATION WEST COAST Philanthropy Committee - NEXT SHEET

NONE AT THIS TIME

Describe your education, training, and/or any special certifications or experience:

High School graduate with 2 years College focused on business Administration

30 years experience in business operations management, multi-unit leadership, and P&L responsibility for markets ranging from \$50-\$100 million

List your experience of serving on any previous Board, Commission, or Committee:

Big Lots Foundation West Coast Philanthropy Committee

- reviewed and awarded non profit grants in the Southern California Area

QuikTrip United Way Golf Tournament Committee

- Chair, developed fundraising activities over 4 years of duty

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

I am a Riverbank resident and homeowner with a vested interest in the success of our community.

I have business experience in expansion, new construction, and processes involved in city planning and licensing from the business perspective through 20 years of market leadership with Big Lots in Southern California Areas - San Diego, Orange County, Long Beach, and Los Angeles

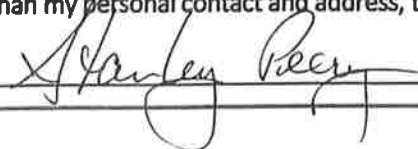
I am interested in helping my neighbors and local citizens have a voice and knowledge of what and how the planning of our cities growth is happening.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required):



DATE:

1/12/2025

Completed and signed applications may be mailed or delivered to:

City of Riverbank

c/o City Clerk, Gabriela Hernandez, CMC

6707 Third Street, Suite A

Riverbank, CA 95367

Or, emailed to [ghernandez@riverbank.org](mailto:ghernandez@riverbank.org)



# APPLICATION for Planning Commission of the City of Riverbank

Received (Date Stamp)

RECEIVED

JAN 28 2025

BY: LLH

**TO QUALIFY:** APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

**For official use only (do not mark this box)**

Applicant is a Resident: Yes ☒ No ☐

Applicant is a Registered Voter: Yes ☒ No ☐

**Please type or print**

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☐ Ms. Devon J. Shelley

First

M.I.

Last

Home Address [REDACTED]

Address

Riverbank

City

95367

Zip

Mailing Address (if different from home address) \_\_\_\_\_

Signature (required): Devon Shelley

Date: 1-27-25

Contact Phone # [REDACTED]

E-mail [REDACTED]

**WRITTEN COMMUNICATION IS EVALUATED - DO NOT ONLY INDICATE "SEE RESUME"**

## CURRENT OR LAST EMPLOYER INFORMATION

Employer A+T

Address [REDACTED]

Position Outside Plant Tech

Employment Dates 9-13-13 to current

List Responsibilities below:

Maintain a CDL. Maintenance A&T facilities.  
operate heavy duty machinery such as air compressor  
back hammer and forklift. Understand and follow  
OSHA safety guidelines for working in aerial  
and underground environment.

## QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

currently I belong to the PTA for Sylvan School  
district.

Describe your education, training, and/or any special certifications or experience:

My background is in telecommunication. I have an FCC license. I also have training in OSHA safety practices with At&T. I have been cleared to volunteer at Crossroads Elementary.

List your experience of serving on any previous Board, Commission, or Committee:

I am currently a board member of School Site Council for Crossroads Elementary School. My term ends this year.

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

My strong attention to detail and background in the communication industry makes me a great fit for planning commissioner. As an Outside Plant Tech I am apart of At&T construction and Engineering department. We work with the local government to get projects approved and necessary permits for building out the company infrastructure. My family and I moved to Riverbank last year this volunteer opening gives me a chance to get to know the people of the community.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required):  DATE: 1-27-25

Completed and signed applications may be mailed or delivered to:

City of Riverbank

c/o City Clerk, Gabriela Hernandez, CMC

6707 Third Street, Suite A

Riverbank, CA 95367

Or, emailed to [ghernandez@riverbank.org](mailto:ghernandez@riverbank.org)

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 12.2**

### **SECTION 12: NEW BUSINESS**

**Meeting Date:**     **March 11, 2025**

**Subject:**           **Consideration of a Fee Waiver Request and Permanent Local Housing Allocation Plan Amendment Request by Central Valley Community Resources, Inc. for the Riverbank Residential Home Village Project**

**From:**             **Marisela H. Garcia, City Manager**

#### **RECOMMENDATION**

It is recommended that the City Council consider the Fee Waiver Request and Permanent Local Housing Allocation Plan Amendment Request submitted by Central Valley Community Resources, Inc. for the Riverbank Residential Home Village Project. Should Council be open to the request, Council can adopt the proposed Resolution.

#### **SUMMARY**

At the January 28, 2025 meeting the City Council authorized the re-allocation of approximately \$1.5 million in funds received from a direct allocation via the State of California budget requested by Senator Eggman to support a project by Central Valley Community Resources, Inc. (CVCR). On February 25, 2025 the City Council adopted a Resolution authorizing the submittal of a joint application between the City and CVCR for funding via the Homekey+ Program for \$20,000,000. The grant requires local matching funds and tonight's request will aid in achieving the matching fund requirement.

#### **BACKGROUND**

Central Valley Community Resources, Inc. (CVCR) is a local nonprofit organization in the City of Riverbank. Recently, the City and CVCR had been working together to develop a transitional/permanent supportive housing project on city-owned property. Unfortunately, the project was not able to move forward due to the decision to develop a park site on the property instead.

As such, CVCR continued to find ways to assist the community and is proposing the development of a permanent supportive housing project on a piece of land that is currently

on the market at the Northwest corner of Morrill & Oakdale Road, including a vacant lot next door. CVCR and the property owner are currently working on a Letter of Intent to purchase the land should CVCR be successful in obtaining the grant funding. At the January 28, 2025 meeting the City Council authorized the re-allocation of approximately \$1.5 million in funds received from a direct allocation via the State of California budget requested by Senator Eggman to support a project by CVCR, and on February 25<sup>th</sup> Council approved the submittal of a joint application to the Homekey+ Program.

CVCR proposes the development of a 67-unit permanent supportive housing project that will incorporate wrap around services for its residents. Their target population will focus on those who are at risk of being homeless, such as young adults ages 18 and over, seniors, behavioral health, veterans, and families with children, including Farmworkers and Native Americans. The funding must be used to be able to provide easy access to behavioral health services for their target population. These services will include counseling, vocational training, substance abuse support, and health care coordination

In order to help them achieve their required capital and operating match CVCR has asked that the City Council consider a waiver of local (city) fees that would be associated with the building permits necessary for the construction of the site and an allocation of the final three years of the Permanent Local Housing Allocation funding that the City is entitled to.

### **FEE WAIVER REQUEST**

In an effort to reduce the cost to construct the project and to reflect a local match for the grant application, CVCR has submitted a request (**Exhibit A**) to have fees waived that are associated with the issuance of a city building permit. These fees would be waived on all 67 units being proposed and include the following:

1. **Building Permit Fees:** These fees are based on the projected valuation of the project and include fees that offset city inspection services.
2. **Building File Fee Maintenance:** Fees cover the cost to update our Laserfiche files to ensure that a permanent record of the development is kept within City files.
3. **System Administration Fee:** This fee is charged to all new development to provide a funding source to offset the cost of administrating our system development fee capital improvement program.
4. **System Fee Report Preparation:** This fee is charged to all new development to offset costs associated with updating city GIS files and Planning Commission and City Council records.
5. **Sewer & Water Connection Fees:** This fee is charged to all development that ties into our sewer and water system. This fee is considered a “buy-in” fee to assist in upgrading existing infrastructure.

6. **Utility Deposit:** This deposit is charged to all new utility accounts and provides a source of payment in the event utility bills are not paid.
7. **Plan Check Fees:** All new building construction undergoes a plan check process to ensure that the building complies with the current building codes. The City has a third-party consultant who performs this review and these fees offset the cost of that contract.
8. **Impact Fees:** Also known as System Development Fees, are charged to all new development in order to mitigate the cost of the impact of the development on city infrastructure. This fee also funds new infrastructure necessary to serve the development.

Exhibit A details CVCR's rationale for waiving of these fees. The total approximate cost of this fee waiver request is **\$2,164,628.45**. The developer also requested the waiver of State & County fees of which the City does not have the jurisdiction to waive, therefore those are not part of the request to Council.

### **PERMANENT LOCAL HOUSING ALLOCATION PLAN AMENDMENT**

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 Plan was subsequently amended to allocate funding for the River Terrace (Ward Villas) Project, and in August 2024 the City Council once again amended the Plan in order to incorporate funding for Stanislaus Equity Partners for the Bridge Covenant Village Development. The Plan Amendment re-assigned the 2019 and 2020 Allocations to this project while leaving the 2021, 2022, and 2023 Allocations as follows:

| <b>Funding Year</b> | <b>Activity</b>                                                                                | <b>% Allocation</b> |
|---------------------|------------------------------------------------------------------------------------------------|---------------------|
| <b>2019</b>         | Activity 1 - Affordable Rental                                                                 | 100%                |
|                     |                                                                                                |                     |
| <b>2020</b>         | Activity 1 - Affordable Rental                                                                 | 100%                |
|                     |                                                                                                |                     |
| <b>2021</b>         | Activity 6 - Assisting Persons at Risk of Homelessness – Transitional Housing New Construction | 20%                 |
|                     | Activity 7 - Housing Rehab Program                                                             | 20%                 |
|                     | Activity 8 - Housing Acquisition & Rehab                                                       | 20%                 |
|                     | Activity 9 - First Time Homebuyers                                                             | 40%                 |
| <b>2022</b>         | Activity 6 - Assisting Persons at Risk of Homelessness – Transitional Housing New Construction | 20%                 |
|                     | Activity 7 - Housing Rehab Program                                                             | 20%                 |
|                     | Activity 8 - Housing Acquisition & Rehab                                                       | 60%                 |

|             |                                                                                                |     |
|-------------|------------------------------------------------------------------------------------------------|-----|
|             |                                                                                                |     |
| <b>2023</b> | Activity 6 - Assisting Persons at Risk of Homelessness – Transitional Housing New Construction | 20% |
|             | Activity 7 - Housing Rehab Program                                                             | 20% |
|             | Activity 8 - Housing Acquisition & Rehab                                                       | 60% |

The Developer has requested that 100% of the funding for the 2021, 2022, and 2023 year be re-allocated to Activity 1 – Affordable Rental in order to assist with the construction of their project (**Exhibit B**). This would allocate approximately **\$417,298** in funding that the City is eligible for over the next three years. Other potential uses for the funds include operational funds for Sierra House.

### **STRATEGIC PLAN**

This item directly addresses the City Council’s Strategic Plan Goal to “Enhance Quality of Life” which has an Objective to “Engage the community and non-profit partners in the development of programs, facilities, transitional housing and/or solutions for homeless services.”

### **FINANCIAL IMPACT**

If approved, the total fees waived will be \$2,164,628.45 and the amount of funds allocated from the PLHA program will be \$417,298.

### **ATTACHMENTS**

1. Resolution
2. Exhibit A – Fee Waiver Request
3. Exhibit B – PLHA Funding Allocation Request

**CITY OF RIVERBANK**

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIVERBANK, CALIFORNIA  
APPROVING A FEE WAIVER REQUEST AND A PERMANENT LOCAL HOUSING  
ALLOCATION PLAN AMENDMENT REQUEST SUBMITTED BY CENTRAL VALLEY  
COMMUNITY RESOURCES, INC. FOR THE RIVERBANK RESIDENTIAL HOME  
VILLAGE PROJECT**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, at the January 28, 2025 meeting the City Council authorized the allocation of \$1.5 million in funds to support The Riverbank Residential Home Village Project (“the Project”); and

**WHEREAS**, at the February 25, 2025 meeting the City Council adopted Resolution 2025-013 authorizing the submittal of a joint application between the City and Central Valley Community Resources, Inc. (“CVCR”) to the Homekey+ Program for \$20,000,000 in grant funding for the construction and operation of the Project; and

**WHEREAS**, Homekey+ offers a 1:1 match for any locally committed funds which means that every dollar allocated by the City would be doubled by the State; and

**WHEREAS**, CVCR has submitted a request for the City Council to consider a waiver of approximately \$2,164,628.45 in City Fees, including Building Permit Fees, Building File Maintenance Fee, System Administration Fee, System Fee Report Preparation, Sewer Connection Fee, Water Connection Fee, Utility Deposit, Plan Check Fee, and Impact Fee; and

**WHEREAS**, CVCR has also submitted a request that the City approved a Plan Amendment for the Permanent Local Housing Allocation Program to allocate 100% of the grant funds for the 2021, 2022, 2023 to Activity 1 - Affordable Rental Housing Construction for an approximate amount of \$417,298; and

**WHEREAS**, the approval of these requests will ensure the affordability of the project by decreasing construction costs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank hereby authorizes the waiver of City Fees and approves the PLHA Plan Amendment for the 2021, 2022, and 2023 funding years.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 11<sup>th</sup> day of March, 2025; 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:**

\_\_\_\_\_  
**Gabriela Hernandez, CMC**  
**City Clerk**

\_\_\_\_\_  
**Rachel Hernandez**  
**Mayor**

## **EXHIBIT A**

**City of Riverbank  
Attn: City Council**

**Marisela Garcia  
City of Riverbank  
6707 Third Street  
Riverbank, CA 95367**

### **Riverbank Residential Home Village Development Fee Waiver Request**

**Dear City Council,**

### **Riverbank Residential Home Village Development Fee Waiver Request**

CVCR, a local 501(c)(3) nonprofit organization, in partnership with Rebuilding Green, is working to develop a 67-unit tiny home community as permanent supportive housing for families, transitional-age youth, and veterans who are at risk of or experiencing homelessness. This development will also include a supportive services center, designed to offer critical resources to the residents.

The total estimated cost for the development of the 67 units is \$23,140,198, which equates to approximately \$345,376 per unit. This is a relatively low cost compared to current market rates for similar developments, and it reflects an efficient use of funds. We are able to achieve these cost savings through the use of manufactured homes, which streamline the construction process and reduce material costs by eliminating waste.

As a 501(c)(3) organization, CVCR has dedicated all available resources to providing services to those in need, making use of nontraditional funding sources for this project. The current capital stack includes \$1.5 million in Eggman funds contributed by the City of Riverbank. We are actively seeking additional grant funding, including through Homekey+ and the Permanent Local Housing Allocation (PLHA), both of which are administered by the City of Riverbank. The Homekey+ program offers a 1:1 match for any outside funds secured for the project, and our team is working diligently to identify additional funding opportunities that will leverage this match.

To ensure the financial feasibility of this project, we are requesting a waiver from the City of Riverbank for the following development impact fees:

## EXHIBIT A

### 1. Permit Fees

**Building Permit:** \$57,139.02

Although the City relies on permit fees to support various city activities, we request that this fee be waived due to the fact that this project is a prevailing wage public works project, and it will be subject to a 55-year regulatory agreement to maintain affordability at 30% AMI. This significantly reduces the revenue potential of the project, which is intended solely to cover operational costs.

**Building File Maintenance Fee:** \$314

Given that this is a prevailing wage project, we request that this fee also be waived, in line with the public works nature of the project.

### 2. System Admin Fee

**System Admin Fee:** \$95,003.30

As this project addresses the City's RHNA development goals and serves the local community, we respectfully request that this fee be waived. The City has already allocated resources toward the administration of this project, and it has contributed funds toward its success.

### 3. System Fee Report Preparation

**System Fee Report Prep:** \$646

We request a waiver for this fee as it adds to the overall cost of the project and may not be necessary due to the simplicity of the proposed infrastructure.

### 4. Sewer and Water Connection Fees

**Sewer Connection:** \$29,840

**Water Connection:** \$33,600

Our project is designed with water conservation in mind, incorporating drought-resistant plants, high-efficiency fixtures, and measures to minimize runoff. Additionally, the project will cover the cost of installing any new infrastructure on-site, which is expected to exceed \$1 million. Given these efforts, we believe charging for these connections would be counterproductive to the sustainability goals of the project.

### 5. Utility Deposit

**Utility Deposit:** \$10,880

This deposit should be waived due to the significant financial contributions the project is already making to the community through infrastructure improvements. These efforts will benefit the utility systems and support long-term community growth.

## EXHIBIT A

### 6. Plan Check Fees

**Plan Check:** \$37,140.13

The proposed development is consistent with the current zoning for the property, and the design is straightforward due to the use of HUD-certified manufactured homes. These homes require less civil design and review than traditional single-family homes. Therefore, we request that the plan check fee be waived to improve the feasibility of the project.

### 7. State Fees **THE CITY DOES NOT HAVE JURISDICTION OVER WAIVER OF THESE FEES**

**Seismic:** \$786.02

**Building Standards Administration:** \$224

The pre-manufactured homes will be HUD-certified for structural integrity, and the design minimizes seismic risk due to their pit-set foundations. Given these factors, we request that both of these state fees be waived.

### 8. Impact Fees

**Streets/Public Works:** \$281,655.25

This project will not generate significant traffic, as many residents will not own vehicles and will instead rely on public transportation or other alternative modes of transit. Given the project's target population and nonprofit status, we request a waiver for this fee.

**Water:** \$646,853.50

As mentioned, this project is designed with a focus on water conservation, using drought-resistant landscaping and water-efficient fixtures. In addition, the project will fund over \$1 million in new on-site water infrastructure, making this fee redundant.

**Waste Water:** \$250,863

This project is also focused on minimizing water usage, and any wastewater infrastructure required will be funded by the project.

**Storm Drainage:** \$289,124.25

To reduce the storm drainage impact, the project will utilize porous materials such as gravel, rain barrels, and possibly retention ponds to manage water runoff effectively.

**Parks and Recreation:** \$315,235

The development will include open spaces such as picnic areas, a playground, and a services center for youth programming. This project will provide the required open spaces for residents, and as a result, we believe it will create minimal demand on the City's Parks and Recreation Department, justifying a waiver of this fee.

**Police/General Government:** \$116,335

Providing housing and supportive services to at-risk populations will reduce the strain on local

## EXHIBIT A

emergency services. This project will help alleviate pressure on the police department and other public resources, justifying the waiver of this fee.

**County Fees: \$481,730 - THE CITY DOES NOT HAVE JURISDICTION OVER WAIVER OF THESE FEES**

This development will work closely with the County COC and Behavioral Health Department to provide housing for clients receiving services from those agencies. The project will reduce the need for additional county resources and will be a valuable asset to the community.

### Conclusion

By waiving these fees, the City of Riverbank will make a meaningful investment in the success of the Riverbank Residential Home Village project, helping to close the funding gap and ensure the development's feasibility. With the requested fee waivers, we can leverage additional funding to further reduce costs and make this essential project a reality.

We respectfully request that you consider this waiver request to support the creation of permanent supportive housing for vulnerable populations in Riverbank. Should you need any further information or clarification, please do not hesitate to contact us.

**CITY OF RIVERBANK**  
**DEVELOPMENT SERVICES DEPARTMENT**  
6707 Third Street Riverbank, CA 95367  
(209) 863-7128

**EXHIBIT A**  
**ESTIMATE OF PERMIT FEES**

Please use this application number when referring to this estimate: **2025000112**

Date Applied: **2/13/2025**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <b>PERMIT ADDRESS:</b><br><div style="border-bottom: 1px solid black; padding: 2px;">NONE RIVERBANK CA 95367</div> <div style="border-bottom: 1px solid black; padding: 2px;">Stanislaus County</div> <b>OWNER</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div> <b>APPLICANT</b> <div style="border-bottom: 1px solid black; padding: 2px;">HUGHES, MALON</div> <b>CONTRACTOR</b> <div style="border-bottom: 1px solid black; padding: 2px;">OWNER</div> <b>ENGINEER</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div> <b>ARCHITECT</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div> <div style="display: flex; justify-content: space-between;"><div><b>LOT #:</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div></div><div><b>TRACT #:</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div></div></div> <div style="display: flex; justify-content: space-between;"><div><b>APN #:</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div></div><div><b>ZONE:</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div></div></div> <b>OCC CODE:</b> <div style="border-bottom: 1px solid black; padding: 2px;"></div> <div style="display: flex; justify-content: space-between;"><div><b>BUILDING SF:</b> <div style="border-bottom: 1px solid black; padding: 2px;">643</div></div><div><b>VALUATION:</b> <div style="border-bottom: 1px solid black; padding: 2px;">\$72,433.95</div></div></div> <div style="border-bottom: 1px solid black; padding: 2px; min-height: 150px;"><b>Special Instructions or Comments:</b></div> | <b>DESCRIPTION OF WORK:</b><br><div style="border-bottom: 1px solid black; padding: 2px;">TINY HOME PROJ. - MORRILL &amp; OAKDALE RD</div> <div style="border-top: 1px solid black; padding: 5px;"><b><u>DESCRIPTION OF FEES</u></b><br/><b><u>Permit Fees</u></b><table style="width: 100%;"><tr><td>Building Permit</td><td style="text-align: right;">101 000 000 450 030</td><td style="text-align: right;">800.79</td></tr><tr><td>Building File Maintenance Fee</td><td style="text-align: right;">212 000 000 600 200</td><td style="text-align: right;">4.50</td></tr><tr><td>System Fee Admin Fee</td><td style="text-align: right;">211 000 000 665 010</td><td style="text-align: right;">1,353.50</td></tr><tr><td>System Fee Report Prep</td><td style="text-align: right;">161 000 000 675 281</td><td style="text-align: right;">9.50</td></tr><tr><td>Sewer Connection</td><td style="text-align: right;">158 000 000 660 050</td><td style="text-align: right;">430.00</td></tr><tr><td>Water Connection</td><td style="text-align: right;">157 000 000 600 150</td><td style="text-align: right;">475.00</td></tr><tr><td>Utility Deposit</td><td style="text-align: right;">114 000 000 200 150</td><td style="text-align: right;">160.00</td></tr></table><b><u>Plan Check Fees</u></b><table style="width: 100%;"><tr><td>Plan Check</td><td style="text-align: right;">101 000 000 600 090</td><td style="text-align: right;">520.51</td></tr></table><b><u>State Fees</u></b><table style="width: 100%;"><tr><td>Seismic</td><td style="text-align: right;">101 000 000 200 220</td><td style="text-align: right;">9.42</td></tr><tr><td>Building Standards Administrati</td><td style="text-align: right;">101 000 000 200 210</td><td style="text-align: right;">3.00</td></tr></table><b><u>Impact Fees</u></b><table style="width: 100%;"><tr><td>Streets / Public Works</td><td style="text-align: right;">205 000 000 675 330</td><td style="text-align: right;">3,688.00</td></tr><tr><td>Water</td><td style="text-align: right;">206 000 000 675 330</td><td style="text-align: right;">9,463.00</td></tr><tr><td>Waste Water</td><td style="text-align: right;">207 000 000 675 330</td><td style="text-align: right;">3,591.00</td></tr><tr><td>Storm Drainage</td><td style="text-align: right;">208 000 000 675 330</td><td style="text-align: right;">3,921.00</td></tr><tr><td>Parks and Recreation</td><td style="text-align: right;">209 000 000 675 330</td><td style="text-align: right;">4,705.00</td></tr><tr><td>Police / General Government</td><td style="text-align: right;">210 000 000 675 330</td><td style="text-align: right;">1,702.00</td></tr><tr><td>County Fees</td><td style="text-align: right;">112 000 000 200 200</td><td style="text-align: right;">7,190.00</td></tr></table><div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"><div><b>TOTAL FEES</b></div><div><b>38,026.22</b></div></div></div> | Building Permit | 101 000 000 450 030 | 800.79 | Building File Maintenance Fee | 212 000 000 600 200 | 4.50 | System Fee Admin Fee | 211 000 000 665 010 | 1,353.50 | System Fee Report Prep | 161 000 000 675 281 | 9.50 | Sewer Connection | 158 000 000 660 050 | 430.00 | Water Connection | 157 000 000 600 150 | 475.00 | Utility Deposit | 114 000 000 200 150 | 160.00 | Plan Check | 101 000 000 600 090 | 520.51 | Seismic | 101 000 000 200 220 | 9.42 | Building Standards Administrati | 101 000 000 200 210 | 3.00 | Streets / Public Works | 205 000 000 675 330 | 3,688.00 | Water | 206 000 000 675 330 | 9,463.00 | Waste Water | 207 000 000 675 330 | 3,591.00 | Storm Drainage | 208 000 000 675 330 | 3,921.00 | Parks and Recreation | 209 000 000 675 330 | 4,705.00 | Police / General Government | 210 000 000 675 330 | 1,702.00 | County Fees | 112 000 000 200 200 | 7,190.00 |
| Building Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| System Fee Report Prep                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Water Connection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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                 |      |                        |                     |          |       |                     |          |             |                     |          |                |                     |          |                      |                     |          |                             |                     |          |             |                     |          |
| Utility Deposit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| Plan Check                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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| Seismic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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| Building Standards Administrati                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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                 |      |                        |                     |          |       |                     |          |             |                     |          |                |                     |          |                      |                     |          |                             |                     |          |             |                     |          |
| Streets / Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Water                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| Waste Water                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| Storm Drainage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| Parks and Recreation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| Police / General Government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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                 |      |                        |                     |          |       |                     |          |             |                     |          |                |                     |          |                      |                     |          |                             |                     |          |             |                     |          |
| County Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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                 |      |                        |                     |          |       |                     |          |             |                     |          |                |                     |          |                      |                     |          |                             |                     |          |             |                     |          |

This is an estimate of Building Permit Fees. The actual permit fees may change depending on the scope of project and/or valuation given at time of issuance.

**CITY OF RIVERBANK**  
**DEVELOPMENT SERVICES DEPARTMENT**  
6707 Third Street Riverbank, CA 95367  
(209) 863-7128

**EXHIBIT A**  
**ESTIMATE OF PERMIT FEES**

Please use this application number when referring to this estimate: **2025000113**

Date Applied: **2/13/2025**

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| <b>PERMIT ADDRESS:</b><br>NONE RIVERBANK CA 95367<br>Stanislaus County<br><b>OWNER</b><br><b>APPLICANT</b> HUGHES, MALON<br><b>CONTRACTOR</b> OWNER<br><b>ENGINEER</b><br><b>ARCHITECT</b><br><b>LOT #:</b> <b>TRACT #:</b><br><b>APN #:</b> <b>ZONE:</b><br><b>OCC CODE:</b><br><b>BUILDING SF:</b> 4,425<br><b>VALUATION:</b> \$553,125.00<br><b>Special Instructions or Comments:</b> | <b>DESCRIPTION OF WORK:</b><br>COMMUNITY BLDG. 4, 425 SQ. FT.<br><br><b>DESCRIPTION OF FEES</b><br><b>Permit Fees</b> <table style="width: 100%;"><tr><td>Building Permit</td><td>101 000 000 450 030</td><td>3,486.09</td></tr><tr><td>Building File Maintenance Fee</td><td>212 000 000 600 200</td><td>12.50</td></tr><tr><td>System Fee Admin Fee</td><td>211 000 000 665 010</td><td>4,318.80</td></tr><tr><td>System Fee Report Prep</td><td>161 000 000 675 281</td><td>9.50</td></tr><tr><td>Sewer Connection</td><td>158 000 000 660 050</td><td>1,030.00</td></tr><tr><td>Water Connection</td><td>157 000 000 600 150</td><td>1,775.00</td></tr><tr><td>Utility Deposit</td><td>114 000 000 200 150</td><td>160.00</td></tr></table> <b>Plan Check Fees</b> <table style="width: 100%;"><tr><td>Plan Check</td><td>101 000 000 600 090</td><td>2,265.96</td></tr></table> <b>State Fees</b> <table style="width: 100%;"><tr><td>Seismic</td><td>101 000 000 200 220</td><td>154.88</td></tr><tr><td>Building Standards Administrati</td><td>101 000 000 200 210</td><td>23.00</td></tr></table> <b>Impact Fees</b> <table style="width: 100%;"><tr><td>Streets / Public Works</td><td>205 000 000 675 330</td><td>34,559.25</td></tr><tr><td>Water</td><td>206 000 000 675 330</td><td>12,832.50</td></tr><tr><td>Waste Water</td><td>207 000 000 675 330</td><td>10,266.00</td></tr><tr><td>Storm Drainage</td><td>208 000 000 675 330</td><td>26,417.25</td></tr><tr><td>Police / General Government</td><td>210 000 000 675 330</td><td>2,301.00</td></tr></table> <b>TOTAL FEES</b> <b>99,611.73</b><br><br><u>Fee Estimate Does Not Include:</u> <ul style="list-style-type: none"><li>- Elec., Plumbing &amp; Mechanical calcs.</li><li>- County Impact Fee</li><li>- Fire Review &amp; Impact Fees</li><li>- Modesto School Impact Fees</li></ul> | Building Permit | 101 000 000 450 030 | 3,486.09 | Building File Maintenance Fee | 212 000 000 600 200 | 12.50 | System Fee Admin Fee | 211 000 000 665 010 | 4,318.80 | System Fee Report Prep | 161 000 000 675 281 | 9.50 | Sewer Connection | 158 000 000 660 050 | 1,030.00 | Water Connection | 157 000 000 600 150 | 1,775.00 | Utility Deposit | 114 000 000 200 150 | 160.00 | Plan Check | 101 000 000 600 090 | 2,265.96 | Seismic | 101 000 000 200 220 | 154.88 | Building Standards Administrati | 101 000 000 200 210 | 23.00 | Streets / Public Works | 205 000 000 675 330 | 34,559.25 | Water | 206 000 000 675 330 | 12,832.50 | Waste Water | 207 000 000 675 330 | 10,266.00 | Storm Drainage | 208 000 000 675 330 | 26,417.25 | Police / General Government | 210 000 000 675 330 | 2,301.00 |
| Building Permit                                                                                                                                                                                                                                                                                                                                                                          | 101 000 000 450 030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 3,486.09        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Building File Maintenance Fee                                                                                                                                                                                                                                                                                                                                                            | 212 000 000 600 200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 12.50           |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| System Fee Admin Fee                                                                                                                                                                                                                                                                                                                                                                     | 211 000 000 665 010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 4,318.80        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| System Fee Report Prep                                                                                                                                                                                                                                                                                                                                                                   | 161 000 000 675 281                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9.50            |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Sewer Connection                                                                                                                                                                                                                                                                                                                                                                         | 158 000 000 660 050                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,030.00        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Water Connection                                                                                                                                                                                                                                                                                                                                                                         | 157 000 000 600 150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,775.00        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Utility Deposit                                                                                                                                                                                                                                                                                                                                                                          | 114 000 000 200 150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 160.00          |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Plan Check                                                                                                                                                                                                                                                                                                                                                                               | 101 000 000 600 090                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2,265.96        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Seismic                                                                                                                                                                                                                                                                                                                                                                                  | 101 000 000 200 220                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 154.88          |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Building Standards Administrati                                                                                                                                                                                                                                                                                                                                                          | 101 000 000 200 210                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 23.00           |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Streets / Public Works                                                                                                                                                                                                                                                                                                                                                                   | 205 000 000 675 330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 34,559.25       |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Water                                                                                                                                                                                                                                                                                                                                                                                    | 206 000 000 675 330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 12,832.50       |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Waste Water                                                                                                                                                                                                                                                                                                                                                                              | 207 000 000 675 330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 10,266.00       |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Storm Drainage                                                                                                                                                                                                                                                                                                                                                                           | 208 000 000 675 330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 26,417.25       |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |
| Police / General Government                                                                                                                                                                                                                                                                                                                                                              | 210 000 000 675 330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2,301.00        |                     |          |                               |                     |       |                      |                     |          |                        |                     |      |                  |                     |          |                  |                     |          |                 |                     |        |            |                     |          |         |                     |        |                                 |                     |       |                        |                     |           |       |                     |           |             |                     |           |                |                     |           |                             |                     |          |

This is an estimate of Building Permit Fees. The actual permit fees may change depending on the scope of project and/or valuation given at time of issuance.

## EXHIBIT B

**Central Valley Community Resources**

**3/3/25**

**City of Riverbank**

Attn: City Council

Marisela Garcia

City of Riverbank

**Subject: Request to Adjust PLHA Allocation for Riverbank Residential Home Village**

Dear City Council,

I am writing to formally request that the City of Riverbank adjust its current allocation of Permanent Local Housing Allocation (PLHA) funds to allow the Riverbank Residential Home Village to receive the full \$600,000 allocation over three years, rather than the currently designated 20% of that amount. This adjustment would significantly enhance the project's financial feasibility and ensure the successful development of much-needed permanent supportive housing in Riverbank.

The Riverbank Residential Home Village, a partnership between CVCR, a local 501(c)(3) nonprofit organization, and Rebuilding Green, is a planned 67-unit tiny home community designed to provide permanent supportive housing for families, transitional-age youth, and veterans who are experiencing or at risk of homelessness. The project will also include a supportive services center to assist residents in achieving long-term stability.

The Homekey program presents a critical opportunity for the City of Riverbank to maximize its impact by leveraging state funding. Homekey offers a **1:1 match for any locally committed funds**, meaning that every dollar allocated from the City's PLHA funds would be **doubled** by the state. By committing the full \$600,000 over three years, the City could effectively secure an additional **\$600,000 in state funding**, bringing a total of **\$1.2 million** in crucial support for this project. This increased funding would help close the financial gap and ensure the timely completion of the development.

Given the urgent need for affordable and supportive housing in our community, we respectfully urge the City to adjust its PLHA allocation strategy to prioritize this project at the full funding level. This adjustment aligns with the City's goals of addressing homelessness, expanding affordable housing, and maximizing available state funding opportunities to serve the community efficiently.

We appreciate your consideration of this request and would welcome the opportunity to discuss this matter further.

Sincerely,

Darlene Barber-Martinez  
CEO, CVCR