



CITY OF RIVERBANK
CITY COUNCIL MEETING
City Hall Council Chambers
6707 Third Street • Riverbank • CA 95367



AGENDA

MONDAY, NOVEMBER 26, 2012 – 6:00 P.M.

CALL TO ORDER: Mayor Virginia Madueño

FLAG SALUTE: Mayor Virginia Madueño

INVOCATION: Riverbank Ministerial Association

ROLL CALL: Mayor Virginia Madueño
Vice Mayor Dotty Nygard
Councilmember Richard O'Brien
Councilmember Jeanine Tucker
Councilmember Jesse James White

CONFLICT OF INTEREST

Declaration by Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered.

1. PRESENTATIONS

Item 1.1: Presentation- American Red Cross.

Item 1.2: Presentation Regarding the North County Corridor Project.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person. Under State Law, matters presented under this item cannot be discussed or acted upon at this time by the City Council. The public will be invited to make comments on agenda items when the item comes up for Council consideration. For Closed Session items, the public will be invited to make comments before the meeting is recessed to Closed Session. For record purposes, you must step up to the podium, state your name, and speak into the microphone when addressing the City Council.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the October 22, 2012, Regular City Council Meeting Minutes.

Item 3.C: Approval of Warrant Registers for 10/18/2012, 10/25/2012, 11/01/2012 and 11/09/2012.

Item 3.D: Resolution Approving an Enterprise Zone Expansion Request for Stanislaus County.

Item 3.E: Job Description for City Clerk/Senior Management Analyst.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS There are no items to consider.

6. NEW BUSINESS

Item 6.1: **Agreements Related to the Settlement of the Delinquent Riverbank Housing Authority Fire District Assessment** – It is recommended that the City Manager be authorized to (1) finalize an agreement with the Stanislaus Consolidated Fire Protection District regarding payment of delinquent assessments for all Riverbank Housing Authority properties, (2) finalize an agreement with the Riverbank Housing Authority regarding payment of delinquent penalties and (3) Authorize a Budget Amendment for the December 2012 payment of \$49,131.38 from General Fund Reserves.

Item 6.2: **Ratification of Modified Repayment Schedule for the Downtown Beautification Economic Development Bank Loan** – It is recommended that the City Council ratify the modified repayment schedule for the Downtown Beautification Economic Development Bank Loan.

- Item 6.3:** **Amendment to the Joint Exercise of Powers Agreement for Riverbank-Oakdale Transit Authority** – It is recommended that the City Council approve an Amendment to the Joint Exercise of Powers Agreement for the Riverbank-Oakdale Transit Authority by and Between the Cities of Riverbank and Oakdale, California.

*****RECESS THE CITY COUNCIL MEETING TO THE LOCAL REDEVELOPMENT AUTHORITY MEETING*****

*****RECONVENE THE CITY COUNCIL MEETING*****

7. COMMENTS

- Item 7.1:** Staff Comments: (Information Only – No Action)
- Item 7.2:** Council Comments: (Information Only – No Action)
- Item 7.3:** Mayor's Comments: (Information Only – No Action)

8. CLOSED SESSION

- Item 8.1:** **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Jill Anderson, City Manager
Employee organization: Miscellaneous Employees Bargaining Unit
- Item 8.2:** **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 6827 Third Street
Agency Negotiator: Jill Anderson, City Manager
Property Negotiator: Tracy Smith and Gary Curtis, Consolidated Reliance Inc.

Recommendation: It is recommended that City Council give direction to Staff on the Closed Session items.

9. REPORT FROM CLOSED SESSION

- Item 9.1:** Report from Closed Session Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

Item 9.2: Report from Closed Session Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

ADJOURNMENT

UPCOMING EVENTS:

December 4 (Tuesday)	▪ <u>Local Redevelopment Authority Community Advisory Committee meeting:</u> LRA offices at 6:00 pm
Open until filled	▪ <u>Budget Advisory Committee Vacancy:</u> Obtain an application at City Hall South, at www.riverbank.org, or contact Marisela Hernandez, Finance Director, at 863-7110.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted on the City Hall bulletin board 72 hours prior to the meeting.

Dated this 21st day of November, 2012
Annabelle Aguilar, CMC, Acting City Clerk

Notice Regarding Americans with Disabilities Act:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council 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.

General Information: The Riverbank City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., and at 12:00 Noon for every first meeting of the month of each quarter (January, April, July, and October); unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website at www.riverbank.org and City Clerk's Office, 6707 Third Street, Riverbank, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Public Hearings: In general, a public hearing is an open consideration within a regular meeting of the City Council, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.

Questions: Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	November 26, 2012
Subject:	Presentation- American Red Cross
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Administrative Analyst

RECOMMENDATION

It is recommended that the City Council receive the presentation from Rebecca Ciszek, the Stanislaus Regional Manager for the American Red Cross, regarding the work the organization has been doing to assist the victims of Super Storm Sandy, as well as general emergency preparedness.

SUMMARY

The American Red Cross is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross Movement. The organization is known worldwide for the work it does to provide relief to victims of disaster and help people prevent, prepare for, and respond to emergencies.

The Red Cross has provided in direct response to Super Storm Sandy and related storms. The Local Stanislaus Red Cross Chapter has also been accepting local donations for the victims of Super Storm Sandy and has also deployed local volunteers. In emergencies large and small - home fires, floods, wildfires - down the street, across the country or around the world, people can count on the American Red Cross to help them with disaster recovery.

FINANCIAL IMPACT

There is no financial impact to the City.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	November 26, 2012
Subject:	Presentation Regarding the North County Corridor Project
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director

RECOMMENDATION

It is recommended that City Council receive a presentation regarding the progress of the North County Corridor project.

SUMMARY

Matt Machado, the Executive Director of the North County Corridor Joint Powers Agency (NCC JPA), will provide an update on the project.

BACKGROUND

The North County Corridor Project (SR-99 to SR-120) is a high-priority project for Stanislaus County, its communities, as well as the growing urbanized cities of Modesto, Oakdale, and Riverbank. The purpose of the project is to ultimately build a west-east roadway that would improve regional network circulation, relieve existing traffic congestion, reduce traffic delay, accommodate future traffic, benefit commerce and enhance safety.

The purpose of this project phase is to identify a roadway alignment for a west-east facility from SR-99 north of the City of Modesto to SR-120 approximately six miles east of the City of Oakdale. The project may be an entirely new roadway or incorporated into the existing roadway network and would serve as a bypass for the cities of Riverbank, Oakdale and Modesto. The roadway segment from SR-99 to McHenry Avenue near SR-219 is approximately six miles in length and will be studied as a local facility and also as a state freeway/ expressway. The North County Corridor Transportation Expressway Authority anticipates that the ultimate facility would be planned as a multi-lane, access-controlled expressway/freeway, with interchanges, at-grade intersections, grade-separated railroad crossings, irrigation district crossings, frontage roads, and local street alignments.

Existing SR-108 functions as a “main street” passing through the congested downtown areas of Modesto, Oakdale, and Riverbank, in which the current transportation facility does not provide for efficient, reliable and continuous interregional travel. The trucks, recreational vehicles, and commuter traffic using SR-108 during peak travel times add to the congestion in these urban areas; and a significant increase in local and interregional traffic demand is expected in the coming years.

To plan for the freeway/expressway, the North County Corridor Transportation Expressway Authority was formed. The Authority consists of the cities of Modesto, Oakdale, and Riverbank; the County of Stanislaus; and ex-officio members Stanislaus Council of Governments (StanCOG) and the California Department of Transportation.

The North County Corridor (NCC) SR-108 East Route Adoption was approved by the California Transportation Commission in May 2010. The adopted corridor provides for approximately 18 miles of freeway/expressway on new alignment from near SR-219 north of the City of Modesto and west of the City of Riverbank to SR-120 approximately six miles east of the City of Oakdale.

Various roadway alignment alternatives will be considered along with the “No Action” alternative during this project study. The proposed roadway would be built in existing unincorporated Stanislaus County and the “No Action” alternative would leave SR-108 in its existing condition.

Public Scoping Meetings were conducted on September 8, 2010, and September 13, 2010. The project team received input from the public on the various alignments to be considered. An initial screening of the alternatives resulted in the alignment alternatives shown in the above map. These final set of alternatives that will be studied in the environmental document was presented to the public at a project information meeting conducted on June 16, 2011. As the project progresses, there will be many opportunities for members of the public to be involved and provide comments or concerns.

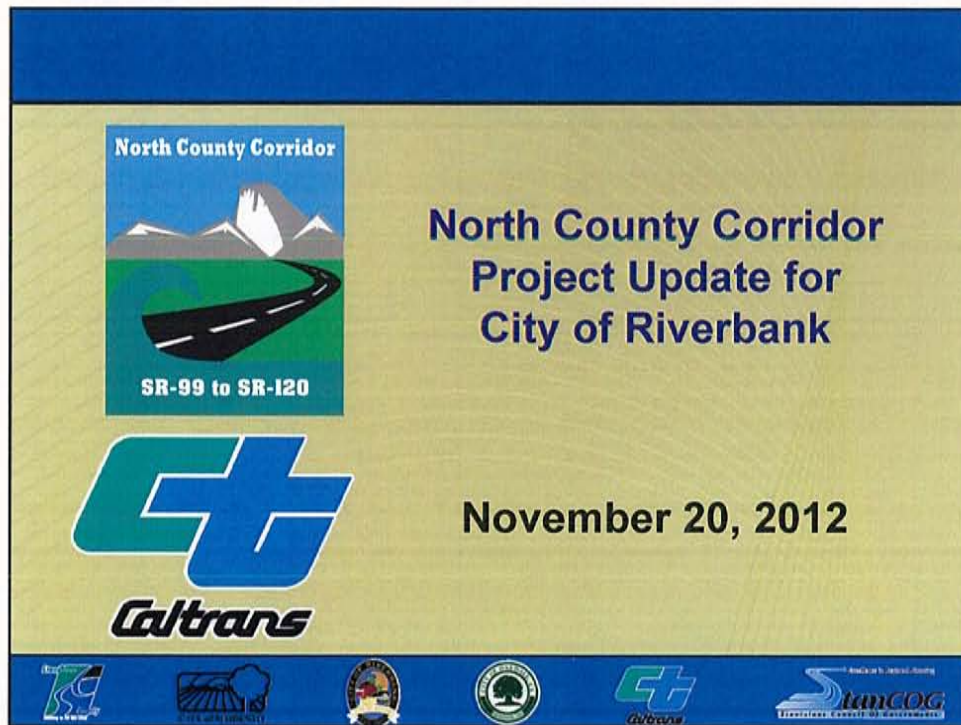
Funding for this phase of the project is being provided by regional transportation impact fees. The Authority is also asking for state funding that was once part of the cancelled state Oakdale Bypass project.

FINANCIAL IMPACT

There is no financial impact associated with this report. The financial impact of the project is undetermined at this time.

ATTACHMENTS

The draft slides that will be presented by Mr. Machado are attached for your reference.



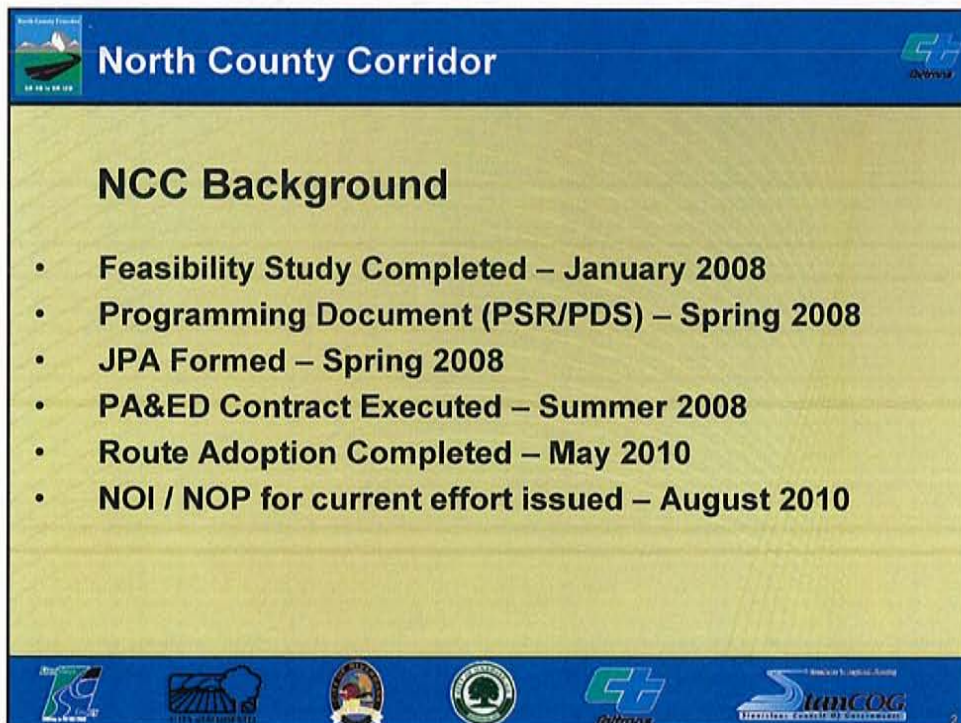
This slide features a blue header bar. On the left, there is a graphic with the text "North County Corridor" at the top, an illustration of a road winding through a mountainous landscape, and "SR-99 to SR-120" at the bottom. To the right of this graphic, the title "North County Corridor Project Update for City of Riverbank" is displayed in a large, bold, dark blue font. Below the title, the date "November 20, 2012" is shown. The Caltrans logo, a stylized blue and green "CT" with the word "Caltrans" in script below it, is positioned to the left of the date. At the bottom of the slide is a blue bar containing several logos: a small version of the North County Corridor graphic, a logo for the City of Riverbank, a circular seal, the Caltrans logo, and the San Joaquin Hills Water Conservancy (SJHWC) logo.

North County Corridor
SR-99 to SR-120

**North County Corridor
Project Update for
City of Riverbank**

November 20, 2012

Caltrans



This slide has a blue header bar. On the left, there is a small version of the North County Corridor graphic. The title "North County Corridor" is centered in the header in a white, sans-serif font. On the right side of the header is the Caltrans logo. The main content area has a light green background. The title "NCC Background" is centered in a bold, black, sans-serif font. Below the title is a bulleted list of project milestones. At the bottom of the slide is a blue bar containing the same set of logos as the first slide: the North County Corridor graphic, the City of Riverbank logo, a circular seal, the Caltrans logo, and the SJHWC logo.

North County Corridor

NCC Background

- Feasibility Study Completed – January 2008
- Programming Document (PSR/PDS) – Spring 2008
- JPA Formed – Spring 2008
- PA&ED Contract Executed – Summer 2008
- Route Adoption Completed – May 2010
- NOI / NOP for current effort issued – August 2010



North County Corridor



Northern Stanislaus County Roadway Deficiencies and Concerns

- High % of truck traffic on local roads
- Existing State Highway through downtown Riverbank and Oakdale
- Accident Rate is 35% higher than State Average
- Several at grade railroad crossings










North County Corridor



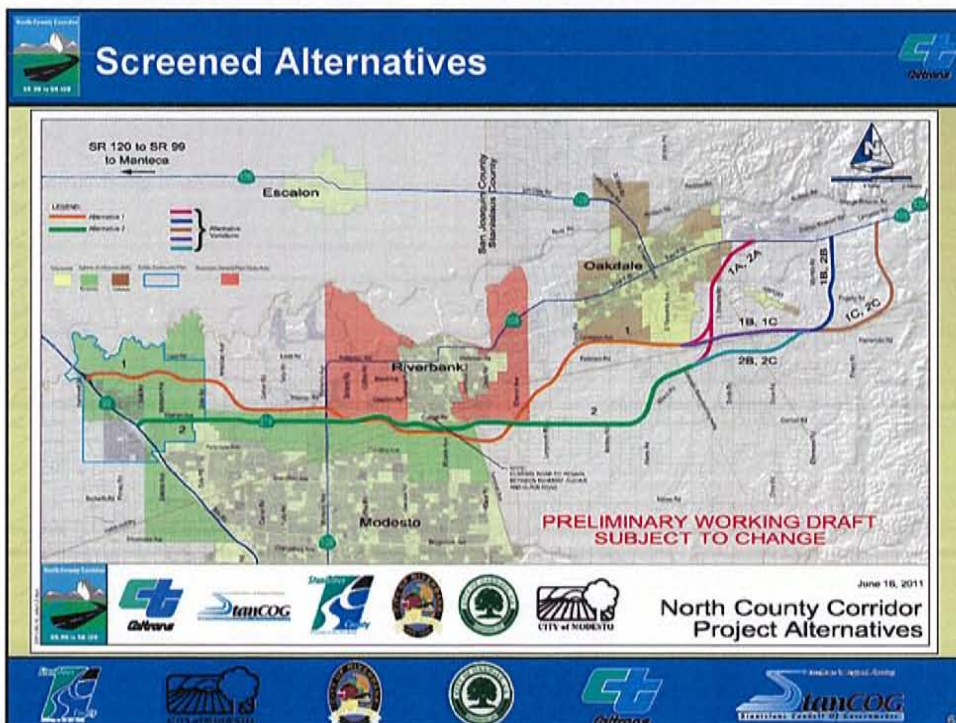
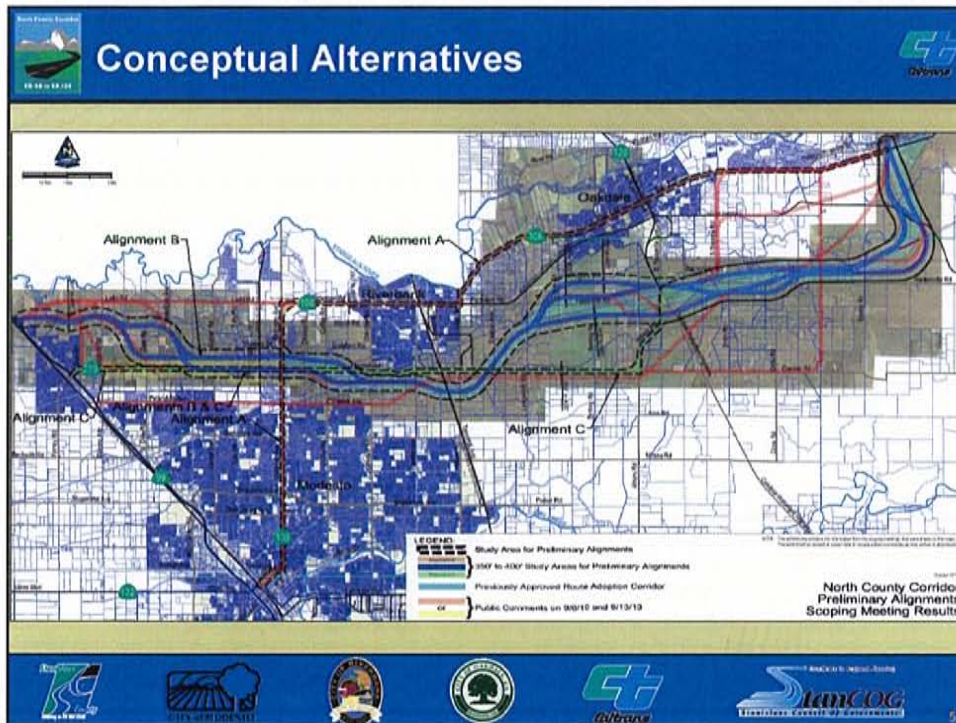
Benefits of East-West Expressway / Freeway

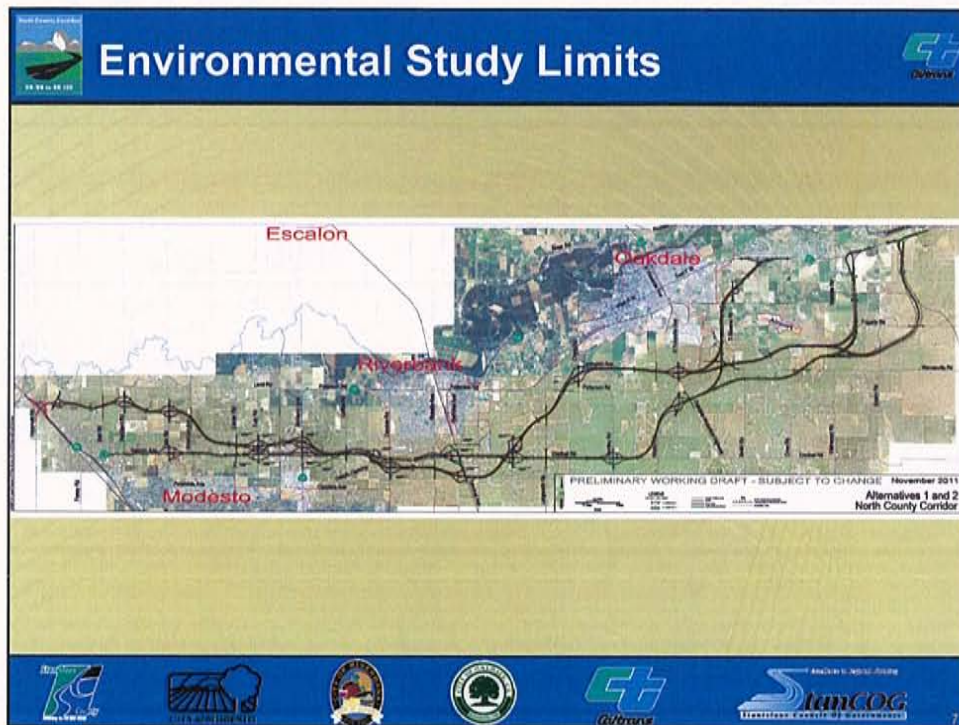
- Improved interregional circulation network
- Improved access to and around Cities of Modesto, Riverbank and Oakdale
- Reduced traffic congestion and improved travel times
- Improved goods movement
- Accommodate projected growth
- Enhance traffic safety









Summer 2012 Project Developments

- Alternate C has been removed from consideration for technical reasons. These reasons are covered in a memo from Caltrans dated June 20, 2012. This is posted on our Stanislaus County Public Works website. The highlight of this memo is that Alt C provided considerably less traffic congestion relief than Alt A and Alt C had more environmental habitat area of concerns than either Alt A or Alt B.
- USF&W Memo, dated June 4, 2012, determined that our environmental protocol surveys from this past winter and spring would not be accepted. Due to less than normal rainfall all surveys would have to be re-done.



Current Effort



- Our primary mission has always been to identify and construct a replacement facility for SR108 through the communities of Riverbank and Oakdale. West of McHenry had been an effort to identify a future alignment for long range planning.
- Currently working with Caltrans to re-scope the project to identify the logical termini of the NCC at McHenry Ave. This will eliminate alternatives west of McHenry.










Concurrent Efforts West of McHenry and Just East of McHenry

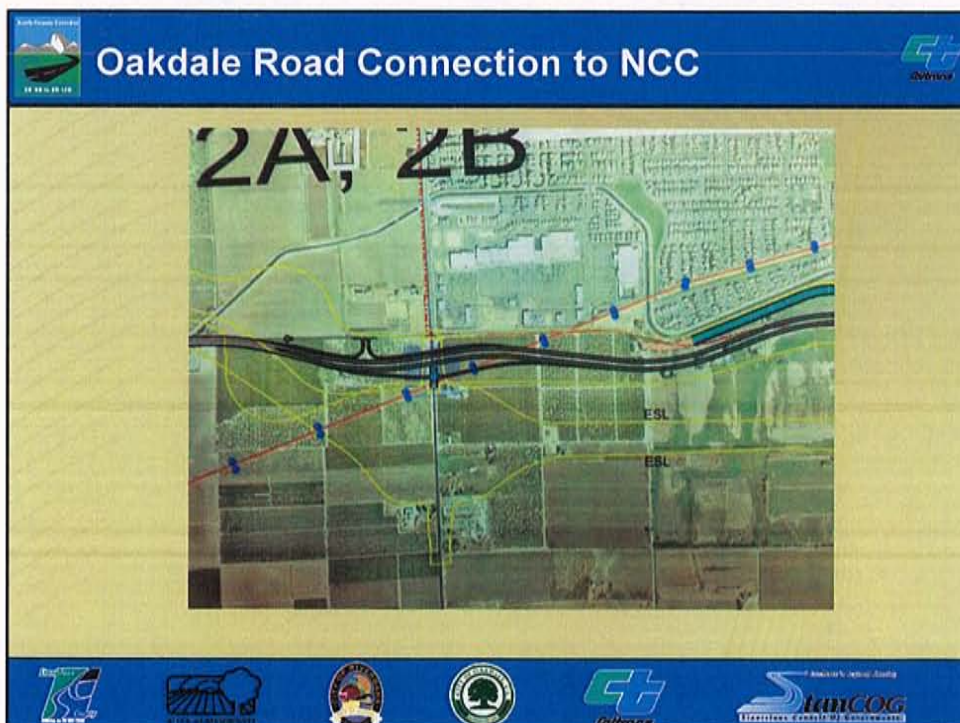


- SR219 Widening (Sisk Road to McHenry Avenue) – This is a joint effort between Caltrans and our region. The scope of the project is to widen the roadway to a 4 lane divided roadway with right of way to expand to 6 lanes in the future.
- SR219 / SR99 Interchange Reconstruction
- Claribel Widening (McHenry Avenue to Oakdale Road) –The scope of the project is to widen the roadway to a 4 lane divided roadway with right of way to expand to 6 lanes in the future.










Outreach Summary and Current Efforts (Oct 12')

- **Print Media 2010-2012 (Modesto Bee = 50 art.) (Oakdale Leader = 4 art.) (Riverbank News = 4 art.) (Sacramento Bee = 3 art.)**
- **CFG Meetings 2010-2012 = 7 meetings**
- **Oakdale City Council – 7/5/11**
- **Farm Bureau – 8/2/11**
- **Oakdale Rotary – 11/16/11**
- **Oakdale Realtors Assoc. – 11/17/11**
- **Stanislaus Union Schools – 11/17/11**
- **Elks Lodge – 1/10/12**
- **Oakdale Traffic Commission – 1/20/12**
- **August & September 2012 – Stearns Area Meeting**
- **October 1, 2012 – Oakdale City Council**
- **October 14, 2012 – Modesto Chamber of Commerce (LU&TC)**










For copies of current ESL Mapping go to:

<http://www.dot.ca.gov/dist10/environmental/projects/ncc99to120/projectstudylimits.pdf>

Questions?








RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 26, 2012
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 26, 2012
Subject:	Approval of the October 22, 2012, Regular City Council Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the October 22, 2012, regular City Council meeting have been prepared for the City Council's review and approval.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENT

1. October 22, 2012, Minutes



**CITY OF RIVERBANK
CITY COUNCIL
MINUTES
MONDAY, OCTOBER 22, 2012**



CALL TO ORDER:

The City Council of the City of Riverbank met this date in a regular session at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor Madueño presiding.

FLAG SALUTE: Mayor Virginia Madueño

INVOCATION: Mr. Ramon Bermudez

ROLL CALL:

Present: Mayor Virginia Madueño
Vice Mayor Dotty Nygard
Councilmember Richard O'Brien
Councilmember Jeanine Tucker

Absent: Councilmember Jesse James White

CONFLICT OF INTEREST

Declaration by Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered.
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No one spoke.

1. PRESENTATIONS

Item 1.1: Stanislaus County Consolidated Fire Protection District Update.

Michelle Guzman, Riverbank Board Representative, provided an update on the Boards activities.

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

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5**

minutes per person and each person may speak once during this time. Time cannot be yielded to another person. Under State Law, matters presented under this item cannot be discussed or acted upon at this time by the City Council. The public will be invited to make comments on agenda items when the item comes up for Council consideration. For Closed Session items, the public will be invited to make comments before the meeting is recessed to Closed Session. For record purposes, you must step up to the podium, state your name, and speak into the microphone when addressing the City Council.

Ramon Bermudez, Riverbank, spoke on the difficulty of people having to travel on Roselle Avenue to Patterson due to a lack of sidewalks and speeding cars and a problem with a loose dog; he requested his concerns be addressed.

Darlene Barber-Martinez, Riverbank, read a letter from Fran Ross, that spoke in regards to the danger of crossing Third and Patterson Streets to get to a bus stop, the lack of access for a wheelchair to get up on the sidewalk, and suggestions to consider in addressing the issue.

Ric McGinnis, Riverbank, spoke in regards to his knowledge of the City's plan to build a Consolidated Fire station in the Crossroads area and asked if the fees collected could be returned to the homeowners.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the October 8, 2012, Regular City Council Meeting Minutes.

Item 3.C: Approval of Warrant Registers for 10/04/2012 and 10/11/2012.

Item 3.D: **Resolution No. 2012-081** Adopting an Amended Conflict of Interest Code for Designated Positions.

Item 3.E: Adjustments to City Council Meeting Schedule for Holiday Observances.

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

ACTION: *By motion (O'Brien / Tucker / passed 4-0) to approve Consent Calendar Items 3.A through 3.E as presented; motion carried by unanimous roll call vote.*

ABSENT: *Councilmember White*

4. UNFINISHED BUSINESS

There were no items for consideration.

5. PUBLIC HEARINGS

There were no items for consideration.

6. NEW BUSINESS

Item 6.1: **Award Bid for the Jackson Avenue Sidewalk Project and Authorize Execution of Change Orders** – It is recommended that City Council approve two (2) actions by a summary roll call vote: 1) Award bid to the lowest responsible bidder, Vaughan Construction; and 2) Authorize the City Manager to execute Change Orders within total project budget, project and change orders not to exceed \$130,038.00.

J.D. Hightower, Director of Development Services, presented the staff report; Council and Staff discussed the item.

ACTION: *By motion (Tucker / Nygard / passed 4-0) to approve awarding the bid to the lowest responsible bidder, Vaughan Construction, and authorizing the City Manager to execute Change Orders within the total project budget, project and change orders not to exceed \$130,038.00; motion carried by unanimous roll call vote.*

ABSENT: Councilmember White

Item 6.2: **Consideration of a Memorandum of Understanding Regarding Riverbank Dial-A-Ride Transit Service between the County of Stanislaus and the City of Riverbank** – It is recommended that the City Council approve a Memorandum of Understanding (MOU) Regarding Riverbank Dial-A-Ride Transit Service entered into by and between the County of Stanislaus and the City of Riverbank and authorize the City Manager to execute the related documents.

Kathleen Cleek, Senior Management Analyst, presented the staff report. Ms. Eunice Lovi, Stanislaus County Transit Manager, addressed City Council questions.

Public Comment: *Mr. Bermudez spoke in regards to his experience with the Riverbank/Oakdale Transit Authority's (ROTA) service. City Council, Staff, and Ms. Lovi discussed the item.*

Vice Mayor Nygard commended Donna Bridges, ROTA Transit Coordinator, on her professionalism and many years of outstanding service.

ACTION: *By motion (O'Brien / Nygard / passed 4-0) to adopt Resolution No. 2012-082 to approve a Memorandum of Understanding (MOU) for Riverbank*

Dial-A-Ride Transit Service entered into by and between the County of Stanislaus and the City of Riverbank and authorize the City Manager to execute the related documents; motion carried by unanimous roll call vote.

ABSENT: Councilmember White

7. COMMENTS

Item 7.1: Staff Comments: (Information Only – No Action)

J.D. Hightower provided an update on the recent sewage spill.

Sue Fitzpatrick, Director of Parks and Recreation, announced the Haunted Hay Ride, the Christmas Festival, and craft faire before the parade.

Jill Anderson, City Manager, spoke in regards to: 1) the MOY/COY committee accepting nominations for Youth of the Year; 2) Commending Donna Bridges [ROTA Transit Coordinator] on her professionalism and contributions; 3) Animal Services and the Police Department addressing the dangerous dog issue and addressing the issue of the construction of a fire station at Crossroads; 4) the success of the Candidates Forum in her absence; 5) speaking at a “Be Safe” presentation; and 6) thanking Staff and City Council for their support during her absence to take care of her mother.

Item 7.2: Council Comments: (Information Only – No Action)

Councilmember Tucker spoke in regards to: 1) thanking Donna Bridges on behalf of the ROTA Board for her work and efforts; and 2) thanking concerned citizens that were willing to bring issues/concerns and knowledge of the City’s history to the City Council.

Councilmember O’Brien spoke in regards to: 1) Commending Donna Bridges; 2) Mr. McGinnis’ comment on the fire station and current assessments levied did not include that plan [fire station in Crossroads]; 3) the employment figures at the LRA and the need to measure or determine changes to that figure, which was currently below 200.

Vice Mayor Nygard spoke in regards to: 1) commending the After School Program for a successful “Lights on After School” event; 2) looking forward to a fun and eventful Haunted Hay Ride, commending the Parks and Recreation staff; and 3) supporting the various local events.

Item 7.3: Mayor's Comments: (Information Only – No Action)

Mayor Madueño spoke in regards to: 1) thanking the Rotary Club and volunteers who participated in the Cheese and Wine Festival; 2) thanking the organizers for the Carriage Art Show; 3) attending the Why Water Matters symposium by the Modesto Chamber of Commerce and looking into what the City's commitment was to recycling water; 4) a ribbon cutting ceremony for the new business of Compass Foods, bringing 50 new jobs and commending staff for their efforts; 5) suggesting to have the River Cove Neighborhood conduct a Halloween home decoration contest as part of the Haunted Hay Ride event next year; and 6) wishing all the Candidates running for office the best [in their endeavors].

ADJOURNMENT

There being no further business, Mayor Madueño adjourned the meeting at 7:06 p.m.

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Virginia Madueño
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 26, 2012
Subject:	Approval of Warrant Registers for 10/18/2012, 10/25/2012, 11/01/2012 and 11/09/2012
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Finance Director

RECOMMENDATION

It is recommended that the City Council approve the warrant registers by roll call vote.

SUMMARY

The warrant registers presented to the City Council are a listing of all expenditures paid. Major expenditures presented on the warrant registers include the following:

10/18/2012 Warrant

Vendor	Funding Source	Amount
City of Modesto: July-Dec 2012 SDEA Contribution	General Fund	\$18,167.31
DL White Law Group: Legal Services	General Fund Legal Acct.	\$18,229.01
Jeremiah Pine Nelson Construction: High Street ADA Ramp	Gas Tax Fund	\$3,550.00
Stanislaus County Sheriff's Department: Law Enforcement Services	General Fund, Tow Fund	\$472,619.52

10/25/2012 Warrant

Vendor	Funding Source	Amount
Costanzo & Associates: Skate Park Litigation	Risk Mgmt	\$516.50

11/01/2012 Warrant

Vendor	Funding Source	Amount
Winton, Ireland, Strom & Green: City Manager Public Official Bond	General Fund	\$625.00

11/09/2012 Warrant

Vendor	Funding Source	Amount
Stanislaus County Auditor's Office: RDA Housing Funds to be remitted per AB 1484	RDA Housing Fund	\$2,991.26

FINANCIAL IMPACT

There are reductions in various funds for payments of expenses.

ATTACHMENTS

The warrant registers for 10/18/2012, 10/25/2012, 11/01/2012 and 11/08/2012 are attached to this report.

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38379	197-439.000-706.029	104510	AMERICAN SYSTEM CONTRO	BUILDING MAINTENANCE		1,573.01
						1,573.01
38380	101-412.000-706.026	99450	ARROWHEAD	BOTTLED WATER		101.95
38380	197-439.000-704.021	99450	ARROWHEAD	BOTTLED WATER		70.18
						172.13
38381	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		21.81
38381	197-439.000-704.021	01897	AT & T MOBILITY	COMMUNICATIONS		41.45
38381	197-439.000-704.021	01897	AT & T MOBILITY	COMMUNICATIONS		41.45
38381	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		45.52
38381	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		21.82
38381	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		21.82
38381	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		21.81
38381	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		45.51
38381	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.65
38381	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.65
38381	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.66
38381	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.65
38381	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		45.52
38381	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		21.82
						451.14
38382	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.63
38382	125-448.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.42
38382	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.03
38382	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		16.50
38382	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		10.59
38382	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		835.54
38382	198-439.500-702.053	99815	AT&T-CALNET 2	COMMUNICATIONS-LRA		339.40
38382	101-405.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		71.78
38382	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		46.45
38382	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		203.79
38382	101-409.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		333.31

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38382	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		60.27
38382	101-414.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		28.32
38382	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		56.25
38382	106-423.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		28.59
38382	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		28.11
						2,109.98
38383	101-000.000-200.210	103726	CALIFORNIA BUILDING STAN	BUILDING STANDARDS REPO		37.80
						37.80
38384	101-408.000-702.034	102990	CHARTER COMMUNICATION	COMMUNICATIONS		20.12
						20.12
38385	101-409.000-706.072	100317	CITY OF MODESTO	SDEA CONTRIBUTION		18,167.31
						18,167.31
38386	197-439.000-704.021	104396	CITY OF RIVERBANK	WASTE WATER BILLING		54.61
						54.61
38387	101-409.000-706.026	11091	CITY OF RIVERBANK #2	PETTY CASH-POLICE SERVIC		23.25
38387	101-408.000-706.066	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		3.00
38387	101-408.000-703.024	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		2.70
38387	101-401.000-706.037	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		34.35
38387	101-408.000-706.026	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		14.39
38387	101-408.000-703.025	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		7.49
38387	101-401.000-706.026	11091	CITY OF RIVERBANK #2	PETTY CASH-ADMINISTRATI		7.04
						92.22
38388	101-403.000-702.032	95279	CLENDENIN BIRD & COMPAN	AUDIT SERVICES		10,842.00
						10,842.00
38389	118-000.000-680.025	105065	CONCEPCION/ANGELA//	SOCCER REFUND		55.00
						55.00
38390	101-000.000-200.220	40043	DEPARTMENT OF CONSERV	STRONG MOTION FEES		171.19
						171.19
38391	101-408.000-706.014	22045	DEPARTMENT OF JUSTICE	FINGERPRINT APPS		32.00
38391	118-441.000-702.032	22045	DEPARTMENT OF JUSTICE	FINGERPRINT APPS		32.00

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						64.00
38392	101-404.000-702.033	104609	DL WHITE LAW GROUP	LEGAL SERVICES		18,229.01
38392	197-439.000-702.032	104609	DL WHITE LAW GROUP	LEGAL SERVICES-LRA		407.70
						18,636.71
38393	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL		341.71
						341.71
38394	114-437.000-707.010	104765	EQUARIUS WATERWORKS	WATER METERS		4,460.68
						4,460.68
38395	197-439.000-706.029	13010	FAR WEST	WATER SAMPLES-LRA		165.00
						165.00
38396	118-441.000-703.030	103578	GALLEGOS/AMY//	BALLET-TAP & HIP-HOP SEP		651.00
						651.00
38397	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICES		12,619.68
						12,619.68
38398	197-439.000-706.029	100768	GILTON RESOURCE RECOVER	REFUSE SERVICES		678.20
38398	197-439.000-704.021	100768	GILTON RESOURCE RECOVER	REFUSE SERVICE		93.02
						771.22
38399	114-433.000-702.030	100164	GRAINGER	BUILDING MAINTENANCE		208.98
						208.98
38400	132-457.000-702.032	99588	GROVER LANDSCAPE SERV	WEED ABATEMENT		2,475.00
38400	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		75.63
38400	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		60.93
38400	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		80.76
38400	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		31.88
38400	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		413.93
38400	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		350.00
						3,488.13
38401	197-439.000-704.021	104288	HETCH HETCHY WATER & P	UTILITIES		23,961.16
						23,961.16
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		19.66

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38402	114-433.000-702.030	100262	HOME DEPOT	BUILDING MAINTENANCE		27.04
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		8.45
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		13.89
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		13.58
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		3.52
38402	101-414.000-706.081	100262	HOME DEPOT	BUILDING MAINTENANCE		15.34
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		4.81
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		56.75
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		22.33
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		4.13
38402	101-414.000-706.081	100262	HOME DEPOT	BUILDING MAINTENANCE		24.72
38402	101-414.000-706.081	100262	HOME DEPOT	BUILDING MAINTENANCE		22.10
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		56.17
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		41.76
38402	175-590.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		24.05
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		194.80
38402	101-407.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		34.45
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		102.99
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		8.14
38402	101-414.000-706.081	100262	HOME DEPOT	BUILDING MAINTENANCE		29.46
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		35.37
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		69.94
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		32.13
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		39.58
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		18.16
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		35.37
38402	114-433.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		2.00
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		47.12
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		25.00
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		28.92
38402	101-414.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		198.72
38402	114-433.000-702.030	100262	HOME DEPOT	BUILDING MAINTENANCE		16.79

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 5

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		28.47
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		15.67
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		89.50
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		29.71
38402	106-424.000-702.031	100262	HOME DEPOT	BUILDING MAINTENANCE		97.58
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		8.42
38402	106-424.000-702.031	100262	HOME DEPOT	BUILDING MAINTENANCE		-58.43
38402	106-424.000-702.030	100262	HOME DEPOT	BUILDING MAINTENANCE		23.57
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		40.78
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		54.01
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		12.67
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		212.26
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		276.66
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		67.11
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		75.00
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		125.00
38402	106-424.000-706.029	100262	HOME DEPOT	BUILDING MAINTENANCE		35.93
						2,411.15
38403	114-433.000-702.030	101181	HOTSY PACIFIC	BUILDING MAINTENANCE		141.13
						141.13
38404	102-418.000-706.029	105066	JEREMIAH PINE NELSON CON	BUILDING MAINTENANCE		3,550.00
						3,550.00
38405	173-590.000-704.021	32627	MID	UTILITIES		105.17
						105.17
38406	139-000.000-160.100	103563	MID VALLEY FOODS, INC.	REFUND OF LOAN OVERPAYM		10.12
						10.12
38407	101-407.000-706.073	104633	MISSION UNIFORM SERVICE	UNIFORM SERVICES		25.00
						25.00
38408	134-459.000-702.031	32615	MO - CAL	OFFICE SUPPLIES		7.00
						7.00

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 6

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
38409	114-433.000-706.029	95160	MODESTO STEEL	BUILDING MAINTENANCE		257.81
						257.81
38410	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		909.57
38410	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		108.72
38410	114-433.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		25.74
38410	119-442.000-706.028	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		17.16
						1,061.19
38411	134-459.000-703.027	01078	ORIENTAL TRADING COMPAN	RECREATION SUPPLIES		409.47
						409.47
38412	106-424.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		9.20
38412	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8,904.02
38412	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,783.86
38412	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		2,279.83
38412	114-433.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		18,587.09
38412	175-590.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		254.54
38412	101-414.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,222.71
38412	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		3,226.74
38412	106-423.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		2,544.84
38412	106-424.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		175.73
38412	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		7.85
38412	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		476.65
38412	101-414.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		12.88
						39,485.94
38413	101-414.000-706.038	100971	PAPA	EDUCATION & TRAINING		80.00
38413	101-414.000-706.038	100971	PAPA	MEMBERSHIP RENEWAL		45.00
38413	101-414.000-706.038	100971	PAPA	MEMBERSHIP RENEWAL		45.00
38413	101-414.000-706.038	100971	PAPA	MEMBERSHIP RENEWAL		45.00
						215.00
38414	101-000.000-600.090	10000111	R & S TAVARES	PROFESSIONAL SERVICES		160.00
						160.00
38415	101-409.000-702.060	99969	STANISLAUS COUNTY SHERI	LAW ENFORCEMENT SERVI		186,164.49

VENDOR APPROVAL SUMMARY REPORT

Date: 10/18/2012
11:53:36AM

Page: 7

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38415	126-449.000-706.029	99969	STANISLAUS COUNTY SHERI	LAW ENFORCEMENT-OCT. L		285,729.08
38415	101-409.000-702.039	99969	STANISLAUS COUNTY SHERI	LAW ENFORCEMENT-OCT. L		725.95
						472,619.52
38416	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		2,035.20
						2,035.20
38417	213-597.040-702.053	100146	THE MODESTO BEE	ADA-ADVERTISEMENT		80.78
						80.78
38418	101-404.000-709.001	100557	TORRES-MANRIQUEZ/NORM	REIMBURSEMENT FOR SIGN		56.98
						56.98
38419	198-439.500-702.053	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		5.83
38419	197-439.000-702.032	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		479.95
38419	134-459.000-703.027	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		91.78
38419	134-459.000-703.027	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		139.25
38419	134-459.000-703.027	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		55.98
38419	196-496.000-707.003	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		112.19
38419	196-496.000-707.003	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		157.41
38419	114-433.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		108.55
38419	101-412.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		39.13
38419	101-412.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		48.44
38419	114-433.000-702.031	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		40.35
38419	101-405.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		45.00
38419	106-424.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		227.02
38419	114-433.000-706.050	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		125.68
38419	101-405.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		268.18
38419	101-405.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		195.37
38419	101-405.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		250.00
38419	168-438.000-702.053	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		95.00
38419	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		36.48
38419	101-402.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		400.00
38419	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		1.00
38419	101-402.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		100.10

Page: 8

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VENDOR APPROVAL SUMMARY REPORT

Date: 10/25/2012
11:19:31AM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38424	201-000.000-200.035	103142	HEREDIA/JORGE//	REIMB PAYROLL DEDUCTIO		74.00
						74.00
38425	102-418.000-707.111	22050	ARC	TERMINAL ADA SIDEWALK		48.36
						48.36
38426	197-439.000-706.037	105068	BAGEL LAND	TENANT APPRECIATION		143.40
						143.40
38427	201-000.000-200.080	100550	BLUE SHIELD OF CALIFORNI	HEALTH INSURANCE		34,848.00
						34,848.00
38428	118-441.000-706.079	104770	BURNS/DAVID//	LAUNDRY & CELL PHONE ST		70.00
						70.00
38429	101-414.000-706.029	100877	CENTRAL SANITARY SUPPL	BUILDING MAINTENANCE		354.12
38429	101-414.000-706.029	100877	CENTRAL SANITARY SUPPL	BUILDING MAINTENANCE		412.12
38429	106-423.000-703.049	100877	CENTRAL SANITARY SUPPL	CHEMICALS		773.10
						1,539.34
38430	101-403.000-702.032	102692	CHARTER COMMUNICATION	COMMUNICATIONS		49.33
38430	101-402.000-702.032	102692	CHARTER COMMUNICATION	COMMUNICATIONS		49.33
38430	101-408.000-706.026	102692	CHARTER COMMUNICATION	COMMUNICATIONS		49.33
38430	101-412.000-704.021	102692	CHARTER COMMUNICATION	COMMUNICATIONS		13.67
38430	101-407.000-702.032	102692	CHARTER COMMUNICATION	COMMUNICATIONS		79.99
						241.65
38431	101-411.000-702.034	36200	CITY OF OAKDALE	ANIMAL CONTROL SERVICE		12,555.23
						12,555.23
38432	138-461.000-706.035	1000082	COSTANZO & ASSOCIATES	LEGAL SERVICES		516.50
						516.50
38433	118-441.000-706.079	105067	DORRETT/NEWTON//	LAUNDRY & CELL PHONE ST		70.00
						70.00
38434	101-407.000-702.032	60002	DUGO SIGNS	DOOR LETTERING		275.00
						275.00
38435	119-442.000-705.041	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL		3,187.34

VENDOR APPROVAL SUMMARY REPORT

Date: 10/25/2012
11:19:31AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						3,187.34
38436	114-433.000-702.032	104765	EQUARIUS WATERWORKS	BATTERIES FOR METER REA		312.75
						312.75
38437	114-433.000-702.032	13010	FAR WEST	WATER SAMPLES		775.00
38437	106-424.000-702.032	13010	FAR WEST	WATER SAMPLES		511.00
38437	114-433.000-702.032	13010	FAR WEST	WATER SAMPLES		700.00
						1,986.00
38438	197-439.000-706.037	105069	FARMER BOYS	PUBLIC ENGAGEMENT		112.71
						112.71
38439	102-418.000-706.050	103284	FASTENAL COMPANY	BUILDING MAINTENANCE		7.62
38439	114-433.000-706.029	103284	FASTENAL COMPANY	BUILDING MAINTENANCE		0.86
38439	119-442.000-705.040	103284	FASTENAL COMPANY	BUILDING MAINTENANCE		3.73
38439	101-414.000-703.049	103284	FASTENAL COMPANY	CHEMICALS		96.34
						108.55
38440	101-000.000-600.090	13300	FEDEX	POSTAGE		24.18
						24.18
38441	101-408.000-702.039	102895	FINAL CUT MEDIA	CANDIDATES FORUM 2012		1,750.00
						1,750.00
38442	101-414.000-702.030	10000129	FIRST SERVICE	TENNIS NET REPLACEMENT		289.77
						289.77
38443	106-423.000-707.003	10028	GIULIANI & KULL, INC.	ENGINEERING SERVICES		315.00
38443	106-423.000-702.032	10028	GIULIANI & KULL, INC.	ENGINEERING SERVICES		1,340.00
38443	151-477.000-707.101	10028	GIULIANI & KULL, INC.	ENGINEERING SERVICES		1,250.00
						2,905.00
38444	114-433.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		58.88
38444	114-433.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		37.62
						96.50
38445	101-407.000-706.029	100459	HILLYARD-SACRAMENTO	BUILDING MAINTENANCE		205.57
						205.57
38446	101-414.000-703.050	100870	KNORR SYSTEMS INC.	POOL EXPENSE		169.77

VENDOR APPROVAL SUMMARY REPORT

Date: 10/25/2012
11:19:31AM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						169.77
38447	114-433.000-704.021	32627	MID	UTILITIES		4,317.79
38447	220-590.000-704.021	32627	MID	UTILITIES		31.76
38447	220-590.000-704.021	32627	MID	UTILITIES		42.48
38447	101-413.000-704.021	32627	MID	UTILITIES		655.50
38447	173-590.000-704.021	32627	MID	UTILITIES		14.39
38447	220-590.000-704.021	32627	MID	UTILITIES		159.31
38447	114-433.000-704.021	32627	MID	UTILITIES		1,442.53
						6,663.76
38448	119-442.000-705.040	95050	MME	VEHICLE MAINTENANCE		20.12
						20.12
38449	101-000.000-600.100	105070	NAYLOR/SHERRY//	REFUNDING CUP PROCESSI		256.76
						256.76
38450	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		112.13
38450	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		318.44
						430.57
38451	197-439.000-706.037	45073	PETTY CASH	PETTY CASH-LRA		10.79
38451	197-439.000-702.032	45073	PETTY CASH	PETTY CASH-LRA		45.43
38451	198-439.502-702.053	45073	PETTY CASH	PETTY CASH-LRA		20.77
38451	118-441.000-706.026	45073	PETTY CASH	PETTY CASH-HAYRIDE CHAN		100.00
38451	101-409.000-706.026	45073	PETTY CASH	PETTY CASH-POLICE SERVIC		5.51
						182.50
38452	101-405.000-706.036	100754	RAGAN COMMUNICATIONS	SUBSCRIPTION RENEWAL		89.00
						89.00
38453	118-441.000-706.026	104594	SHIRTWORLD	SOCCER T-SHIRTS		331.70
						331.70
38454	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		664.80
						664.80
38455	101-412.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		21.47
38455	102-418.000-706.026	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		21.47

VENDOR APPROVAL SUMMARY REPORT

Date: 10/25/2012
11:19:31AM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38455	106-423.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		21.47
38455	114-433.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		21.48
38455	106-424.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		819.24
38455	101-401.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		53.56
38455	101-402.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		33.47
38455	101-408.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		20.14
38455	101-401.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		-14.92
38455	101-402.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		-14.92
38455	101-408.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		-14.92
38455	101-407.000-706.029	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		19.32
38455	134-459.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		201.31
38455	117-411.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		77.29
38455	198-439.501-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		168.91
38455	101-401.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		56.28
38455	101-408.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		114.82
38455	101-408.000-706.066	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		16.27
						1,621.74
38456	197-439.000-706.037	40030	SUBWAY SANDWICHES	PUBLIC ENGAGEMENT		173.25
						173.25
38457	114-433.000-706.073	81009	T'S & TOPS	LOGO T-SHIRTS		366.15
						366.15
38458	101-403.000-702.032	104010	THALES CONSULTING INC.	ANNUAL TRANSACTION RE		1,985.00
						1,985.00
38459	198-439.500-702.032	104901	THE RED AUTOMATION CO.	BUILDING MAINTENANCE		2,398.76
						2,398.76
38460	118-441.000-703.030	103393	TORRES/DAISY E.//	BALLET FOLKLORICO-OCT.		696.50
						696.50
38461	101-405.000-702.030	10227	TWIN DISCOVERY SYSTEMS I	BUILDING MAINTENANCE		75.39
38461	101-412.000-706.029	10227	TWIN DISCOVERY SYSTEMS I	BUILDING MAINTENANCE		75.39
38461	101-413.000-706.029	10227	TWIN DISCOVERY SYSTEMS I	BUILDING MAINTENANCE		75.39
38461	102-418.000-706.029	10227	TWIN DISCOVERY SYSTEMS I	BUILDING MAINTENANCE		75.39

VENDOR APPROVAL SUMMARY REPORT

Date: 10/25/2012
11:19:31AM

Page: 5

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38461	106-423.000-706.029	10227	TWIN DISCOVERY SYSTEMS I	BUILDING MAINTENANCE		75.39
						376.95
38462	106-424.000-702.030	10167	WESTURF NURSERY	BUILDING MAINTENANCE		49.26
						49.26
38463	106-424.000-702.030	99810	YSI	PH METER		219.38
						219.38
38464	101-408.000-706.042	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		18.20
						18.20
				CHECK RUN TOTAL		78,074.02

VENDOR APPROVAL SUMMARY REPORT

Date: 11/1/2012
9:01:08AM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
38465	101-407.000-702.030	104563	ACTION FLAG CO.	FLAGS		316.64
						316.64
38466	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		76.23
38466	101-409.000-704.021	99815	AT&T-CALNET 2	COMMUNICATIONS		21.04
38466	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		29.39
38466	125-448.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		36.97
38466	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		32.76
38466	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		21.19
						217.58
38467	101-414.000-702.032	102800	AUTREY'S WATER TRUCK & S	WATER TRUCK SERVICE		170.00
						170.00
38468	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		755.45
						755.45
38469	106-423.000-706.038	100572	CDPH-OCP	D-1 CERTIFICATE RENEWAL		70.00
						70.00
38470	101-407.000-702.032	102990	CHARTER COMMUNICATION	COMMUNICATIONS		79.99
38470	101-409.000-704.021	102990	CHARTER COMMUNICATION	COMMUNICATIONS		6.13
						86.12
38471	101-414.000-707.003	102446	CNH CAPITAL	VEHICLE MAINTENANCE		3,750.77
38471	106-424.000-702.030	102446	CNH CAPITAL	VEHICLE MAINTENANCE		1,583.62
38471	119-442.000-705.040	102446	CNH CAPITAL	VEHICLE MAINTENANCE		151.29
						5,485.68
38472	119-442.000-705.041	104158	COMMERCIAL ENERGY	VEHICLE FUEL		773.65
						773.65
38473	114-433.000-706.038	103512	CWEA	MEMBERSHIP RENEWAL		140.00
						140.00
38474	102-418.000-704.021	95280	DEPARTMENT OF TRANSP	SIGNALS & LIGHTING		955.13
						955.13
38475	101-457.000-702.032	10028	GIULIANI & KULL, INC.	ENGINEERING SERVICES		1,497.50
						1,497.50

VENDOR APPROVAL SUMMARY REPORT

Date: 11/1/2012

9:01:08AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38476	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		24.99
38476	106-424.000-706.050	100164	GRAINGER	BUILDING MAINTENANCE		43.71
						68.70
38477	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	BUILDING MAINTENANCE		1,395.00
38477	101-414.000-706.081	99588	GROVER LANDSCAPE SERV	VALVE REPAIRS		89.24
						1,484.24
38478	157-437.000-707.003	19690	HOWK SYSTEMS	WELL CONTROL SYSTEM		55,113.30
						55,113.30
38479	118-441.000-706.035	104013	HUB INTERNATIONAL INSUR	OCTOBER INSURANCE		100.21
						100.21
38480	101-414.000-704.021	32627	MID	UTILITIES		1,348.59
38480	101-412.000-704.021	32627	MID	UTILITIES		234.28
38480	101-407.000-704.021	32627	MID	UTILITIES		524.76
38480	102-418.000-704.021	32627	MID	UTILITIES		42.63
38480	119-442.000-704.021	32627	MID	UTILITIES		1,533.15
38480	171-590.000-704.021	32627	MID	UTILITIES		15.88
38480	173-590.000-704.021	32627	MID	UTILITIES		169.90
38480	220-590.000-704.021	32627	MID	UTILITIES		3,672.20
38480	223-590.000-704.021	32627	MID	UTILITIES		24.28
38480	114-433.000-704.021	32627	MID	UTILITIES		4,703.91
38480	119-442.000-704.021	32627	MID	UTILITIES		99.60
38480	220-590.000-704.021	32627	MID	UTILITIES		29.82
38480	173-590.000-704.021	32627	MID	UTILITIES		24.27
38480	173-590.000-704.021	32627	MID	UTILITIES		80.90
						12,504.17
38481	101-412.000-702.031	32615	MO - CAL	COPY COUNT-PW		80.77
38481	114-433.000-702.031	32615	MO - CAL	COPY COUNT-PW		80.77
38481	106-424.000-702.031	32615	MO - CAL	COPY COUNT-PW		80.77
						242.31
38482	106-424.000-702.032	104592	NORTH STAR ENGINEERING G	11-962 MONITORING REPORT		900.00

VENDOR APPROVAL SUMMARY REPORT

Date: 11/1/2012

9:01:08AM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						900.00
38483	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		341.43
38483	114-433.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		11,074.55
38483	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1.98
38483	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		29.82
38483	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		719.42
						12,167.20
38484	114-433.000-706.027	105072	PADILLO/OSCAR//	BOOT ALLOWANCE		150.00
						150.00
38485	101-000.000-675.090	45073	PETTY CASH	FUNERAL EXPENSE-FLOWER		50.00
38485	101-000.000-672.003	45073	PETTY CASH	CHRISTMAS LUNCHEON DON		150.00
						200.00
38486	106-424.000-706.029	95093	R & S ERECTION TRI COUNTY	BUILDING MAINTENANCE		459.78
						459.78
38487	118-441.000-703.030	103555	SHEWMAKER/RON//	OCT. TAI-CHI		88.20
						88.20
38488	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		657.40
						657.40
38489	106-424.000-706.036	100512	STATE WATER RESOURCES C	CERTIFICATE RENEWAL		130.00
						130.00
38490	106-424.000-706.029	104225	STRAND ACE HARDWARE IN	BUILDING MAINTENANCE		4.08
						4.08
38491	101-409.000-702.031	11011	US BANCORP	LANIER COPIER		241.59
38491	101-412.000-702.031	11011	US BANCORP	LANIER COPIER-PW		101.87
38491	114-433.000-702.031	11011	US BANCORP	LANIER COPIER-PW		101.87
38491	106-423.000-702.031	11011	US BANCORP	LANIER COPIER-PW		101.88
38491	198-439.502-702.053	11011	US BANCORP	LANIER COPIER-LRA		292.88
38491	213-597.042-702.053	11011	US BANCORP	LANIER COPIER		92.69
38491	118-441.000-706.026	11011	US BANCORP	LANIER COPIER		92.57
38491	101-414.000-702.031	11011	US BANCORP	LANIER COPIER		92.57

Page: 4

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
						1,117.92
38492	114-433.000-706.026	102989	USA MOBILITY WIRELESS, I	STAND BY PAGER		5.82
						5.82
38493	201-000.000-200.084	56390	VISION SERVICE PLAN	VISION PREMIUM		776.91
						776.91
38494	101-403.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		47.24
38494	101-402.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		47.24
38494	101-408.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		47.25
38494	119-442.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		47.25
38494	101-406.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		47.25
38494	101-408.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		161.76
38494	101-412.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		161.76
38494	213-597.040-702.053	104437	WESTERN GRAPHIX	BUSINESS CARDS		161.76
38494	101-405.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		161.76
						883.27
38495	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		577.97
38495	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		236.16
38495	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		186.66
38495	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		281.32
38495	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		224.21
38495	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		181.40
38495	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		173.48
						1,861.20
38496	106-424.000-706.029	58050	WILLE ELECTRIC	BUILDING MAINTENANCE		100.77
						100.77
38497	101-402.000-706.035	50017	WINTON,IRELAND,STROM & G	BOND JILL ANDERSON		625.00
						625.00
				CHECK RUN TOTAL		100,108.23

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012
8:40:12AM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38498	197-439.000-704.021	88025	A & A PORTABLES INC.	PORTABLE RESTROOM - LRA		49.74
						49.74
38499	101-408.000-702.030	95084	ADTECH	COMPUTER MAINTENANCE		119.97
38499	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		300.00
38499	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		2,600.00
						3,019.97
38500	101-000.000-200.170	104272	AECOM INC.	LID STAND. & SPECS		16,834.68
38500	101-439.000-702.032	104272	AECOM INC.	LID STAND. & SPECS		16,834.67
38500	210-467.000-702.032	104272	AECOM INC.	RIVERBANK GP UPDATE -P&		1,034.62
38500	145-468.000-702.032	104272	AECOM INC.	DOWNTOWN SPECIFIC PLAN		193.14
38500	210-467.000-702.032	104272	AECOM INC.	RIVERBANK PLAN UPDATE- M		172.00
						35,069.11
38501	101-408.000-706.066	103135	AGUILAR/ANNABELLE//	REIMB. CANDIDATE FORUM S		53.09
						53.09
38502	197-439.000-706.029	105073	ALLEY CAT GUARDIANS	SPAY & NEUTER FEES - LRA		80.00
						80.00
38503	197-439.000-706.029	104510	AMERICAN SYSTEM CONTRO	BUILDING MAINTENANCE - L		510.00
38503	197-439.000-706.029	104510	AMERICAN SYSTEM CONTRO	BUILDING MAINTENANCE - L		300.00
38503	197-439.000-706.029	104510	AMERICAN SYSTEM CONTRO	BUILDING MAINTENANCE - L		680.00
						1,490.00
38504	118-441.000-706.026	104736	ARGUMEDO/VANESSA//	HAYRIDE 2ND PLACE		37.50
						37.50
38505	118-441.000-706.026	104738	BENZIGER/JUSTIN//	HAYRIDE 3RD PLACE		50.00
						50.00
38506	106-424.000-702.032	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL		23.00
38506	106-424.000-706.029	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL		23.00
38506	106-424.000-706.029	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL		23.00
						69.00
38507	197-439.000-702.032	103175	CARDER/PAM//	WORKSHOP REIMBURSEMEN		186.78
						186.78

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012
8:40:12AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38508	114-433.000-706.036	100572	CDPH-OCP	CERTIFICATE RENEWAL		70.00
						<u>70.00</u>
38509	101-414.000-706.029	100877	CENTRAL SANITARY SUPPL	JANITORIAL SUPPLY		42.95
						<u>42.95</u>
38510	136-000.000-010.005	104422	CITY OF RIVERBANK	RECONCILIATION OF TICKET		75.00
						<u>75.00</u>
38511	114-433.000-706.073	99572	CONLIN SUPPLY CO.	UNIFORM		182.42
38511	114-433.000-706.073	99572	CONLIN SUPPLY CO.	UNIFORM		32.99
38511	106-424.000-702.030	99572	CONLIN SUPPLY CO.	BUILDING MAINTENANCE		31.06
38511	106-424.000-706.027	99572	CONLIN SUPPLY CO.	BOOT ALLOWANCE - C. PAT		150.00
						<u>396.47</u>
38512	101-401.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		281.65
38512	101-402.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		35.11
38512	101-403.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		219.18
38512	101-405.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		34.34
38512	101-406.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		7.53
38512	101-408.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		112.64
38512	101-412.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		7.02
38512	101-403.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		6.22
38512	136-598.000-706.023	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		5.30
38512	134-459.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		0.69
						<u>709.68</u>
38513	101-407.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		4.83
38513	114-433.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		7.49
38513	101-414.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		3.22
38513	101-414.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		53.25
38513	101-414.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		108.04
38513	101-414.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		-12.81
38513	101-414.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		1.72
						<u>165.74</u>
38514	102-418.000-706.036	102933	DEPT. OF PESTICIDE REGULAT	LICENSE RENEWAL		60.00

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012

8:40:12AM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						60.00
38515	119-442.000-705.040	95097	DON'S MOBILE GLASS	WINDSHIELD REPAIR		30.00
						30.00
38516	119-442.000-702.030	100750	DONLEE PUMP COMPANY	INSPECTION - SEPT. 2012		150.00
						150.00
38517	197-439.000-706.029	104435	E.R. VINE & SONS, INC.	FUEL - LRA		205.65
						205.65
38518	101-000.000-600.090	103495	ENGINEERED FIRE SYSTEMS,	PLAN VIEW - OCT. 2012		90.00
						90.00
38519	101-414.000-706.029	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE		24.37
						24.37
38520	101-408.000-702.039	102895	FINAL CUT MEDIA	2012 EQUIPMENT UPGRADE		1,260.00
						1,260.00
38521	118-441.000-706.026	71021	FRIENDS OF JACOB MEYER P	HAYRIDE EVENT DONATION		500.00
						500.00
38522	201-000.000-200.080	102587	GARCIA/MICHELE//	REIMBURSE AFLAC DEDUCT		23.49
						23.49
38523	102-418.000-702.030	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		74.44
						74.44
38524	197-439.000-704.021	17800	GILTON SOLID WASTE	BIN SERVICE - LRA		93.02
38524	101-000.000-200.160	17800	GILTON SOLID WASTE	REFUSE SERVICE		81,329.42
						81,422.44
38525	118-441.000-706.026	105074	GRAYBILL/CODY//	HAYRIDE 2ND PLACE		37.50
						37.50
38526	102-418.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		60.25
38526	106-423.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		2.68
38526	106-423.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		40.80
38526	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		23.21
						126.94

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012
8:40:12AM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38527	118-441.000-706.026	104741	HUERTA/MARIA//	HAYRIDE 1ST PLACE		100.00
						<u>100.00</u>
38528	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		2,340.43
38528	106-424.000-702.030	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		58.10
38528	119-442.000-705.040	102580	LES SCHWAB TIRES	EQUIPMENT MAINTENANCE		42.50
						<u>2,441.03</u>
38529	106-423.000-702.031	104377	MAILFINANCE	POSTAGE LEASE		90.94
38529	114-433.000-702.031	104377	MAILFINANCE	POSTAGE LEASE		90.94
38529	101-403.000-702.031	104377	MAILFINANCE	POSTAGE LEASE		90.95
						<u>272.83</u>
38530	118-000.000-680.025	105075	MATTIES/DEITRA//	REFUND TOT TIME SESSION 4		55.00
						<u>55.00</u>
38531	198-439.502-702.053	100871	MODESTO JANITORIAL	JANITORIAL SUPPLIES - LRA		467.50
38531	198-439.502-702.053	100871	MODESTO JANITORIAL	JANITORIAL SUPPLIES - LRA		-4.67
						<u>462.83</u>
38532	101-403.000-702.032	103000	MUNISERVICES, LLC	STARS SERVICE 2ND QTR. 20		500.00
						<u>500.00</u>
38533	101-402.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		209.76
38533	101-403.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		1,048.80
38533	101-405.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		419.52
38533	101-407.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		209.76
38533	101-408.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		839.04
38533	101-412.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		1,048.80
38533	101-413.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		209.76
38533	101-414.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		839.04
38533	102-418.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		629.28
38533	106-423.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		629.28
38533	106-424.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		629.28
38533	114-433.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		839.04
38533	117-411.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		129.39
38533	119-442.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		209.76

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012
8:40:12AM

Page: 5

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38533	101-406.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		419.52
38533	134-459.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		419.52
38533	136-598.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		173.28
38533	198-439.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		629.28
38533	213-438.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION		209.76
						9,741.87
38534	101-403.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		161.50
38534	101-403.000-702.032	99971	OAKDALE LEADER	ADVERTISEMENT		63.75
38534	111-430.000-707.024	99971	OAKDALE LEADER	ADVERTISEMENT		229.50
38534	134-459.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		309.32
						764.07
38535	197-439.000-702.032	103187	OLSON/DEBBIE//	TENANT APPRECIATION - LR		40.47
						40.47
38536	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		16.79
38536	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		80.67
						97.46
38537	101-403.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING STORAGE FEES		26.00
38537	101-405.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING STORAGE FEES		26.01
38537	101-408.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING STORAGE FEES		26.00
38537	101-412.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING STORAGE FEES		26.00
						104.01
38538	114-000.000-200.171	105078	PAYNE/GLENDA//	DEPOSIT REFUND		24.32
						24.32
38539	101-403.000-703.024	45073	PETTY CASH	PETTY CASH - FINANCE		0.50
38539	106-424.000-702.030	45073	PETTY CASH	PETTY CASH - FINANCE		32.15
38539	101-405.000-706.037	45073	PETTY CASH	PETTY CASH - FINANCE		14.16
38539	114-433.000-706.028	45073	PETTY CASH	PETTY CASH - FINANCE		13.74
38539	101-408.000-706.014	45073	PETTY CASH	PETTY CASH - FINANCE		10.00
38539	101-408.000-706.026	45073	PETTY CASH	PETTY CASH - FINANCE		29.96
38539	134-459.000-703.027	45073	PETTY CASH	PETTY CASH - PARKS & REC.		115.98

VENDOR APPROVAL SUMMARY REPORT

Date: 11/9/2012
8:40:12AM

Page: 6

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						216.49
38540	119-442.000-704.022	44290	RAY'S RADIO SHOP	RADIO MAINTENANCE		177.29
						177.29
38541	118-000.000-680.025	105077	RUIZ/ERMA//	REFUND TOT TIME SESSION 4		55.00
						55.00
38542	102-418.000-703.062	46820	SAFE T LITE	STREET SIGN		291.24
38542	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		141.05
38542	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		161.06
38542	119-442.000-706.050	46820	SAFE T LITE	SHOP SAFETY SUPPLY		28.95
						622.30
38543	106-423.000-707.003	105076	SAN JOAQUIN CO. ENVIORNM	WWTP MONITORING WELLS		1,000.00
						1,000.00
38544	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		40,591.91
						40,591.91
38545	228-439.000-702.053	80007	STANISLAUS CO. AUDITORS O	LMIHF BALANCE		2,991.26
						2,991.26
38546	101-000.000-600.090	05019	STANISLAUS CO. CLERK REC	LIEN RELEASE		12.00
						12.00
38547	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		440.00
38547	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	ADMINISTRATIVE FEE		345.10
						785.10
38548	101-000.000-200.186	30002	STANISLAUS REGIONAL TRA	START TICKET SALES OCT. 2		222.00
						222.00
38549	101-412.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		33.82
38549	101-412.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		79.41
38549	101-406.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		79.39
38549	101-405.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		79.39
38549	101-403.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		79.39
38549	117-411.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		79.39
38549	106-424.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		122.90

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 26, 2012
Subject:	Resolution Approving an Enterprise Zone Expansion Request for Stanislaus County
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director

RECOMMENDATION

It is recommended that the City Council adopt a Resolution to approve the expansion of the Stanislaus Enterprise Zone boundaries to include the properties occupied by Hughson Nut/Cal Almond, Dave Wilson Nursery, and Burchell Nursery.

SUMMARY

The Stanislaus Economic Development and Workforce Alliance requires that any expansion requests within the Stanislaus Enterprise Zone need to be approved by all the participating cities in the Zone, consistent with the California Department of Housing & Community Development Department (HCD). The Stanislaus Enterprise Zone working group has approved the request and is now asking the participating cities to do the same. Therefore, in order to move forward, Riverbank is being asked to approve the expansion requests from Hughson Nut/Cal Almond, Dave Wilson Nursery, and Burchell Nursery even though they are outside the jurisdiction of the City of Riverbank. Upon approval of all the cities, the Board of Supervisors will be asked to approve the expansion requests so that it can be submitted to the State of California. It is anticipated that the Board of Supervisors will take action on this matter at its December 10, 2012 meeting.

STANISLAUS ENTERPRIZE ZONE

The Enterprise Zone Program offers five state tax credits that assist in reducing the cost of hiring new employees and investing in production/office equipment for businesses that operate within its boundaries. The Stanislaus Enterprise Zone is the 40th Enterprise Zone designated by the State. Zone 40, is one of the largest zones in the State of California and is commonly referred to as EZ 40. With an inception date of November 16, 2005, the EZ 40 footprint totaled 67,508.98 acres at inception. It included portions

of the City of Ceres, Modesto, Turlock and sectors of Unincorporated Stanislaus County. In addition to the initial designation acreage, EZ 40 afforded an additional 15% expansion capacity that included Riverbank, Oakdale and Patterson. After six successful expansions to date, EZ 40's core footprint now includes the majority of all industrial/commercial sites throughout Stanislaus County and a total of 76,219.13 acres.

The Enterprise Zone tax credits apply during the life of EZ 40, from November 15, 2005 to November 15, 2020. While there have been expansions of the Zone with varied inception dates, all designations will have the November 15, 2020 expiration date.

Riverbank's General Plan recognizes the importance of EZ 40 and expansion is considered consistent with related public policies. Specific to this request, our Economic Development Element, Policy ED-6.1 states that, "***Acknowledging the significant agricultural economy in Stanislaus County, the City will continue to accommodate industries that serve the agricultural trade and have supplier relationships with primary farming activity in Stanislaus and San Joaquin Counties***". This expansion of EZ 40 directly implements this General Plan policy.

FINANCIAL IMPACT

There is no direct financial impact associated with the recommended action.

ATTACHMENTS

The following items are attached to this report:

1. Zone Credits
2. Resolution
3. Expansion Application for Hughson Nut/Cal Almond maps included
4. Expansion Application for Dave Wilson Nursery maps included
5. Expansion Application for Burchell Nursery maps included

Zone Credits

Hiring Tax Credit

Business can earn tax credit for a full-time or part-time employee hired as long as they meet at least one of eleven (11) qualifying categories at the time of hire. For each qualified employee, employers can earn a maximum credit of:



***Total value over a five year period = \$37,440 per qualified individual**

Sales and Use Tax Credit

The sale and use tax credit allows the employer to reduce state income tax liabilities for the amount of sales tax or use tax paid on the purchase of equipment integral to the operation of the business. To take advantage of the credit, the equipment must be placed in service exclusively within the boundaries of the zone.



Net Operating Loss Carryover

While the IRS allows 100% of a business's Net Operating Losses (NOL) to be carried over for 15 years and carried back for two years, the State of California limits most businesses to 100% carried over for ten years and no carry back. Businesses located in the Stanislaus Enterprise Zone, however, have the option of taking 100% of the NOL over 15 years.

Business Expense Deduction

Businesses located within the Enterprise Zone may defer 40% of the costs of qualified property as a business expense in the first year the property is placed in service. The maximum deduction is limited to \$20,000 and includes qualifying business equipment, furniture and fixtures or other depreciable personal property.

Net Interest Deduction

Lenders to zone businesses may deduct direct expenses incurred in making the loan from the interest income. In addition, lenders take a deduction equivalent to the net interest produced by the loan. Employers may be able to leverage these benefits to achieve lower interest rates or loan fees.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK OF STANISLAUS COUNTY APPROVING THE EXPANSION OF THE STANISLAUS ENTERPRISE ZONE BOUNDARIES

WHEREAS, the City of Riverbank of Stanislaus County currently has an enterprise zone that was established on November 16, 2005 and has jurisdiction over the existing zone; and,

WHEREAS, the Stanislaus Enterprise Zone wished to expand its boundaries to include areas within the jurisdiction of Stanislaus County; and,

WHEREAS, the City of Riverbank of Stanislaus County authorizes and supports job development, job creation, and economic development; and,

WHEREAS, the City of Riverbank of Stanislaus County will provide the same or equivalent local incentives as provided by the other jurisdictions in the Stanislaus Enterprise Zone; and,

WHEREAS, the City of Riverbank of Stanislaus County agrees to complete all actions stated within the Stanislaus Enterprise Zone Application for Designation, MOU, and MOU Supplement, that apply to its jurisdiction; and,

WHEREAS, land included within the proposed expansion area within Stanislaus County is zoned for industrial or commercial use; and,

WHEREAS, basic infrastructure is available to the area that would be included in the proposed expansion are within Stanislaus County; and,

WHEREAS, the City of Riverbank of Stanislaus County will submit a written request as required to the California Department of Housing and Community Development to have its enterprise zone boundaries expanded; and,

WHEREAS, The City of Riverbank of Stanislaus County authorizes the Enterprise Zone Manager to sign official documents on behalf of the City of Riverbank of Stanislaus County pertaining to the Stanislaus Enterprise Zone.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank of Stanislaus County hereby support and approve the Stanislaus Enterprise Zone expansion into the areas of Stanislaus County Unincorporated to include Hughson Nut/Cal Almond, Dave Wilson Nursery and Burchell Nursery as shown on the attached maps.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of November, 2012; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Virginia Madueño
Mayor

Attachments: Burchell Nursery Boundary Map
Dave Wilson Nursery Boundary Map
Hughson Nut/Cal Almond Boundary Map

Expansion Application 2012

Instructions: Applicant to complete Sections 1, 2, & 3. See *Expansion Application Submission Guidelines* for further instructions.

Section 1. Contact Information		Expansion Acreage		
Enterprise Zone:	Stanislaus Enterprise Zone - Zone 40	Original Zone Acreage:	67508.98	
Jurisdictions:	Stanislaus County Unincorporated & City of: Ceres, Modesto, Oakdale, Riverbank, Waterford, Hughson, Newman, Patterson, Turlock	Basis*	15% X 20% <u> </u>	
		Current Expansion Capacity	1416.2 Acres	
		Expansion Acreage Requested	Industrial	Acres
			Commercial	63.42 Acres
		Other	Acres	
Contact Name:	Rey Campanur	TOTAL	63.42 Acres	
Telephone Number:	209.567.4940	New Cumulative Zone Acreage	76282.55 Acres	
Proposed Expansion Name:	Hughson Nut/Cal Almond	Balance (Remaining Capacity)	1352.78 Acres	
Expansion Type:	<i>Intra-jurisdictional Expansion:</i> ☐ Contiguous ☒ Non-Contiguous	<i>Inter-jurisdictional Expansion:</i> ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2. Required Documentation		
Exhibit Name	Document	(Optional) Applicant Comments
Exhibit A	Cover Letter	
Exhibit B	Certified Resolution or Ordinance (Jurisdiction Name) (Resolution #)	
Exhibit C	Map	
Exhibit D	Infrastructure Assessment	
Exhibit E	Street Range Listing	
Exhibit F	Boundary Description	☒ Digitized Map
		☐ Description
Exhibit G (if applicable)	<i>Intra-jurisdictional</i> Non-Contiguous Justification	☒ Exhibit G1
	<i>Inter-jurisdictional</i> Right-of-way Description	☐ Exhibit G2

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

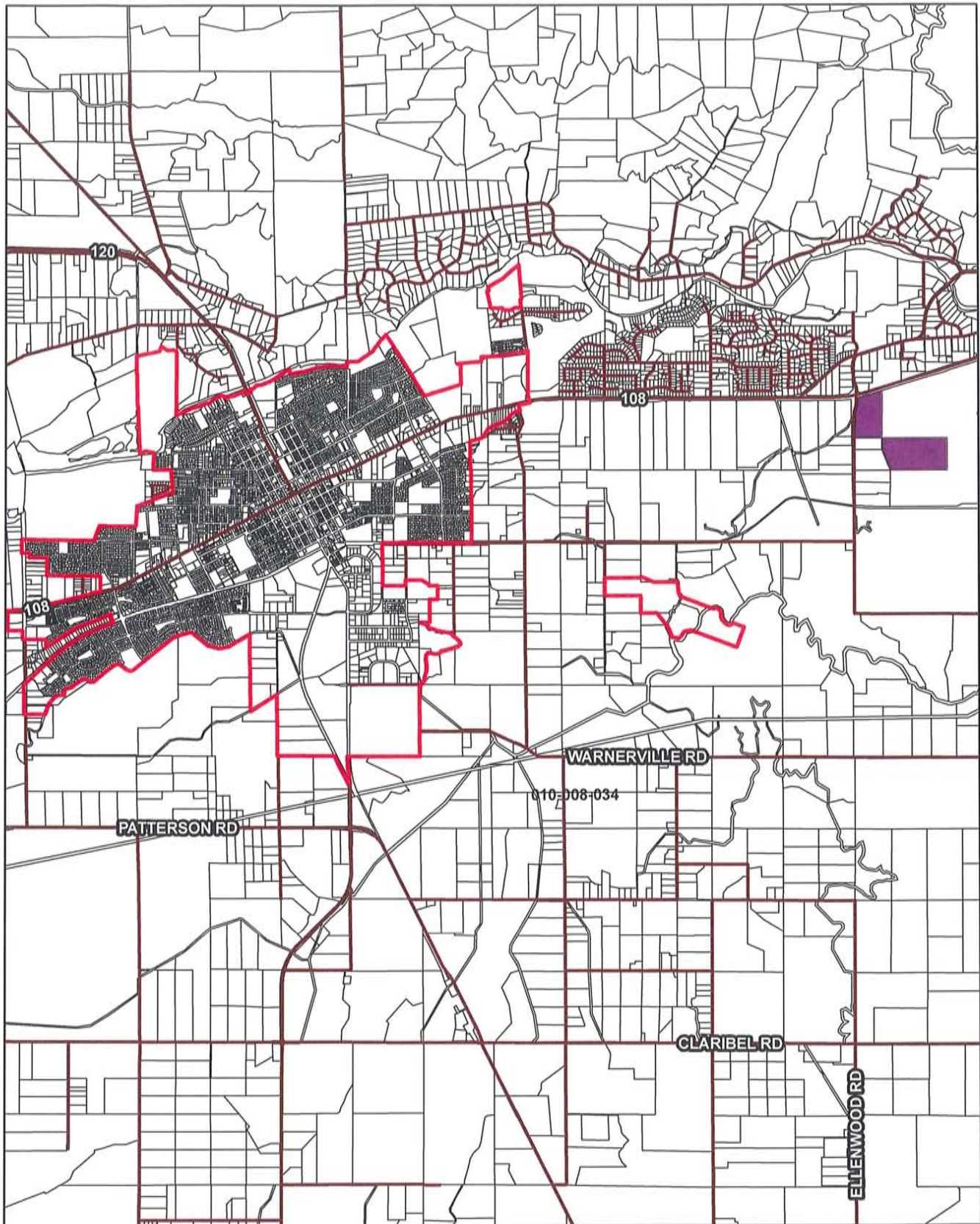
Section 3.		Expansion History				
Original Zone Acreage: 67509.98			Original Expansion Capacity (acres): 10126.35			
Exp #	Expansion Name	Expansion Acreage Requested 63.42			Effective Date	Balance (Remaining Acres)
		Number of Businesses				
		Industrial	Commercial	Total		
40-09	Hughson Nut/Cal Almond		1	1	2012	1352.78

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory

Date

Parcel 010-008-034



0 0.7 1.4 2.1 2.8 Miles

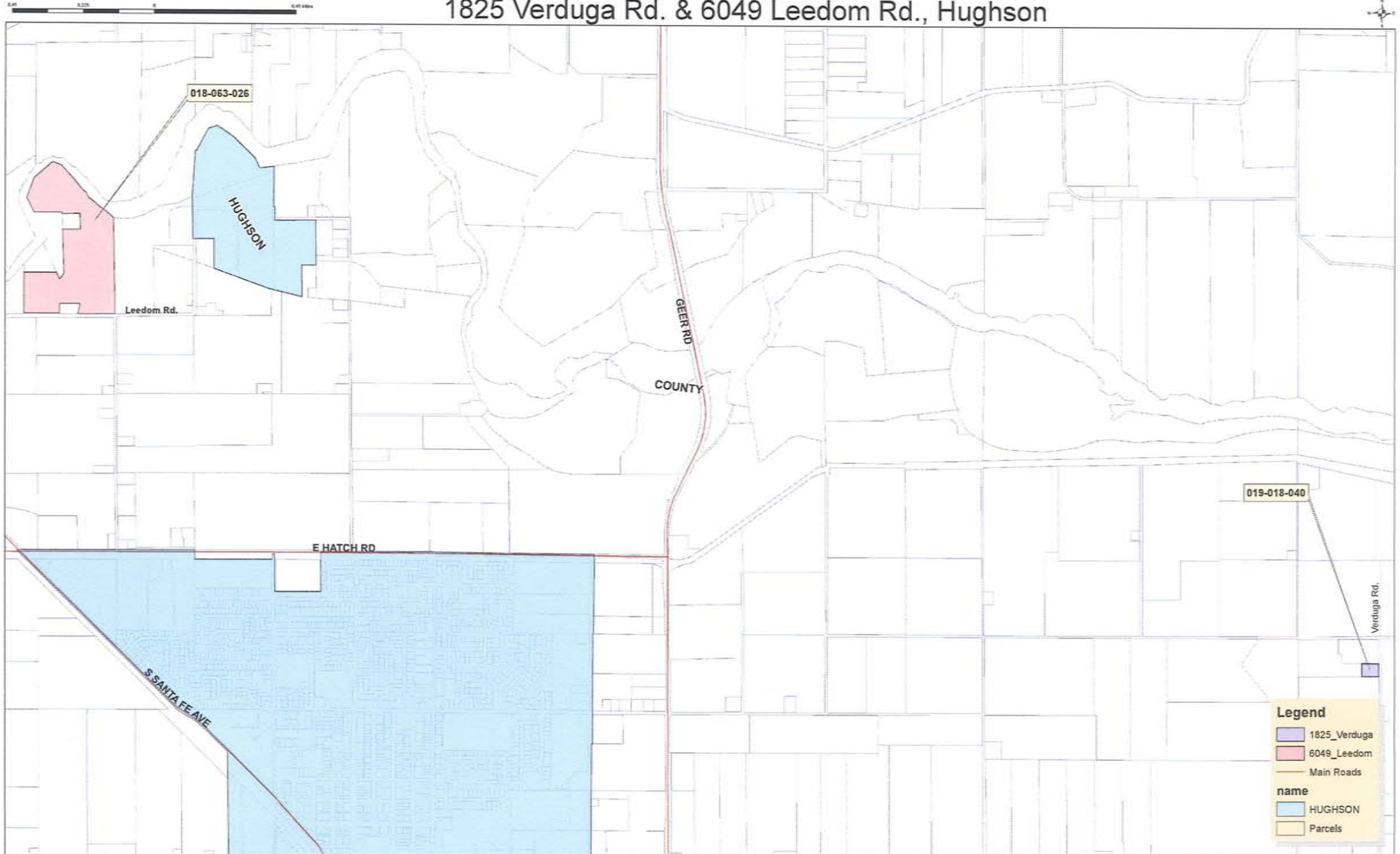
8-23-2012

Legend

- | | |
|--|---|
|  Cities |  Parcels |
|  Roads |  Parcel 010-008-034-000 |



1825 Verduga Rd. & 6049 Leedom Rd., Hughson



475 237.5 0 475 Feet

1825 Verduga Rd., Hughson



019-018-040
1.43 Acres

Verduga Rd.

COUNTY

Legend

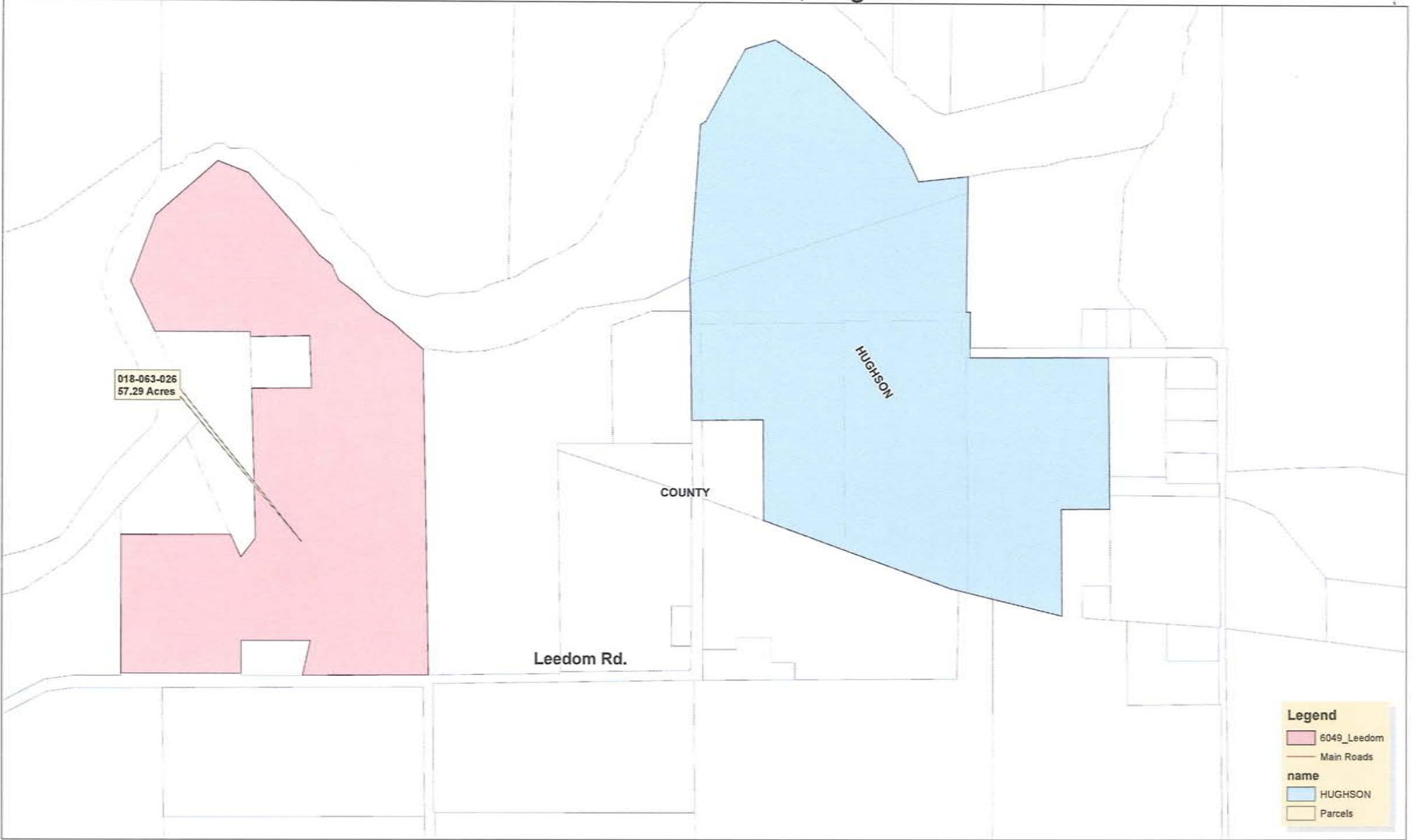
1825_Verduga

Cities

name
WATERFORD
TURLOCK
RIVERBANK
PATTERSON
OAKDALE
NEWMAN
MODESTO
HUGHSON
CERES
Parcels



6049 Leedom Rd., Hughson



Legend

- 6049_Leedom
- Main Roads
- name**
- HUGHSON
- Parcels

Expansion Application 2012

Instructions: Applicant to complete Sections 1, 2, & 3. See *Expansion Application Submission Guidelines* for further instructions.

Section 1. Contact Information		Expansion Acreage		
Enterprise Zone:	Stanislaus Enterprise Zone	Original Zone Acreage:	67508.98	
Jurisdictions:	Stanislaus County Unincorporated City of: Ceres, Modesto, Oakdale, Riverbank, Waterford, Hughson, Newman, Patterson, Turlock	Basis*		
		15% X 20% <u> </u>		
		Current Expansion Capacity		
		1352.78 Acres		
Expansion Type:		Expansion Acreage Requested	<i>Industrial</i>	Acres
			<i>Commercial</i>	100 Acres
			<i>Other</i>	Acres
			TOTAL	
Contact Name:	Rey Campanur			
Telephone Number:	209.567.4940			
Proposed Expansion Name:	Dave Wilson Nursery	New Cumulative Zone Acreage	76382.55 Acres	
		Balance (Remaining Capacity)	1252.78 Acres	
	<i>Intra-jurisdictional Expansion:</i> ☐ Contiguous ☒ Non-Contiguous	<i>Inter-jurisdictional Expansion:</i> ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2. Required Documentation		
Exhibit Name	Document	(Optional) Applicant Comments
Exhibit A	Cover Letter	
Exhibit B	Certified Resolution or Ordinance (Jurisdiction Name) (Resolution #)	
Exhibit C	Map	
Exhibit D	Infrastructure Assessment	
Exhibit E	Street Range Listing	
Exhibit F	Boundary Description	☒ Digitized Map
		☐ Description
Exhibit G (if applicable)	<i>Intra-jurisdictional</i> Non-Contiguous Justification	☒ Exhibit G1
	<i>Inter-jurisdictional</i> Right-of-way Description	☐ Exhibit G2

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

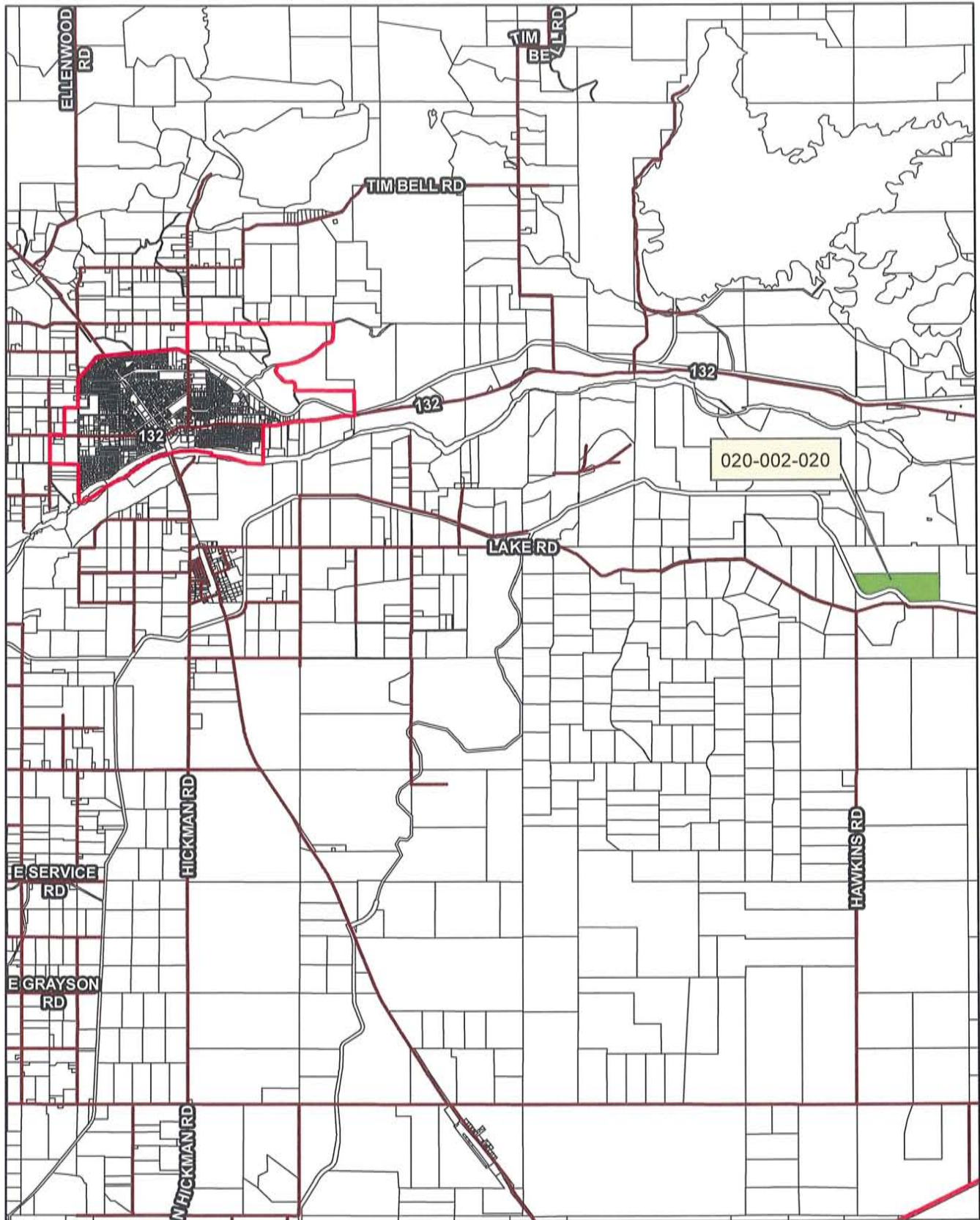
Section 3.		Expansion History				
Original Zone Acreage:		67508.98		Original Expansion Capacity (acres):		10126.35
Exp #	Expansion Name	Expansion Acreage Requested 100			Effective Date	Balance (Remaining Acres)
		Number of Businesses				
		Industrial	Commercial	Total		
40-10	Dave Wilson Nursery		1	1	2012	1252.78

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory

Date

Parcel 020-002-020



0 0.9 1.8 2.7 3.6 Miles

8-23-2012

Legend

- | | |
|--------|------------------------|
| Cities | Parcels |
| Roads | Parcel 020-002-020-000 |



Parcel 020-002-020-000



0 0.1 0.2 0.3 0.4 Miles

Legend

— Roads



Parcels



Parcel 020-002-020-000



8-23-2012

Expansion Application 2012

Instructions: Applicant to complete Sections 1, 2, & 3. See *Expansion Application Submission Guidelines* for further instructions.

Section 1. Contact Information		Expansion Acreage		
Enterprise Zone:	Stanislaus Enterprise Zone	Original Zone Acreage:	67508.98	
Jurisdictions:	Stanislaus County Unincorporated City of: Ceres, Modesto, Oakdale, Riverbank, Waterford, Hughson, Newman, Patterson, Turlock	Basis*	15% X 20%	
		Current Expansion Capacity	1252.78 Acres	
		Expansion Acreage Requested	Industrial	Acres
			Commercial	100 Acres
Other	Acres			
Contact Name:	Rey Campanur	TOTAL	100 Acres	
Telephone Number:	209.567.4940	New Cumulative Zone Acreage	76482.55 Acres	
Proposed Expansion Name:	Burchell Nursery	Balance (Remaining Capacity)	1152.78 Acres	
Expansion Type:	<i>Intra-jurisdictional Expansion:</i> ☐ Contiguous ☒ Non-Contiguous	<i>Inter-jurisdictional Expansion:</i> ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2. Required Documentation		
Exhibit Name	Document	(Optional) Applicant Comments
Exhibit A	Cover Letter	
Exhibit B	Certified Resolution or Ordinance (Jurisdiction Name) (Resolution #)	
Exhibit C	Map	
Exhibit D	Infrastructure Assessment	
Exhibit E	Street Range Listing	
Exhibit F	Boundary Description	☒ Digitized Map
		☐ Description
Exhibit G (if applicable)	<i>Intra-jurisdictional</i> Non-Contiguous Justification	☐ Exhibit G1
	<i>Inter-jurisdictional</i> Right-of-way Description	☐ Exhibit G2

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

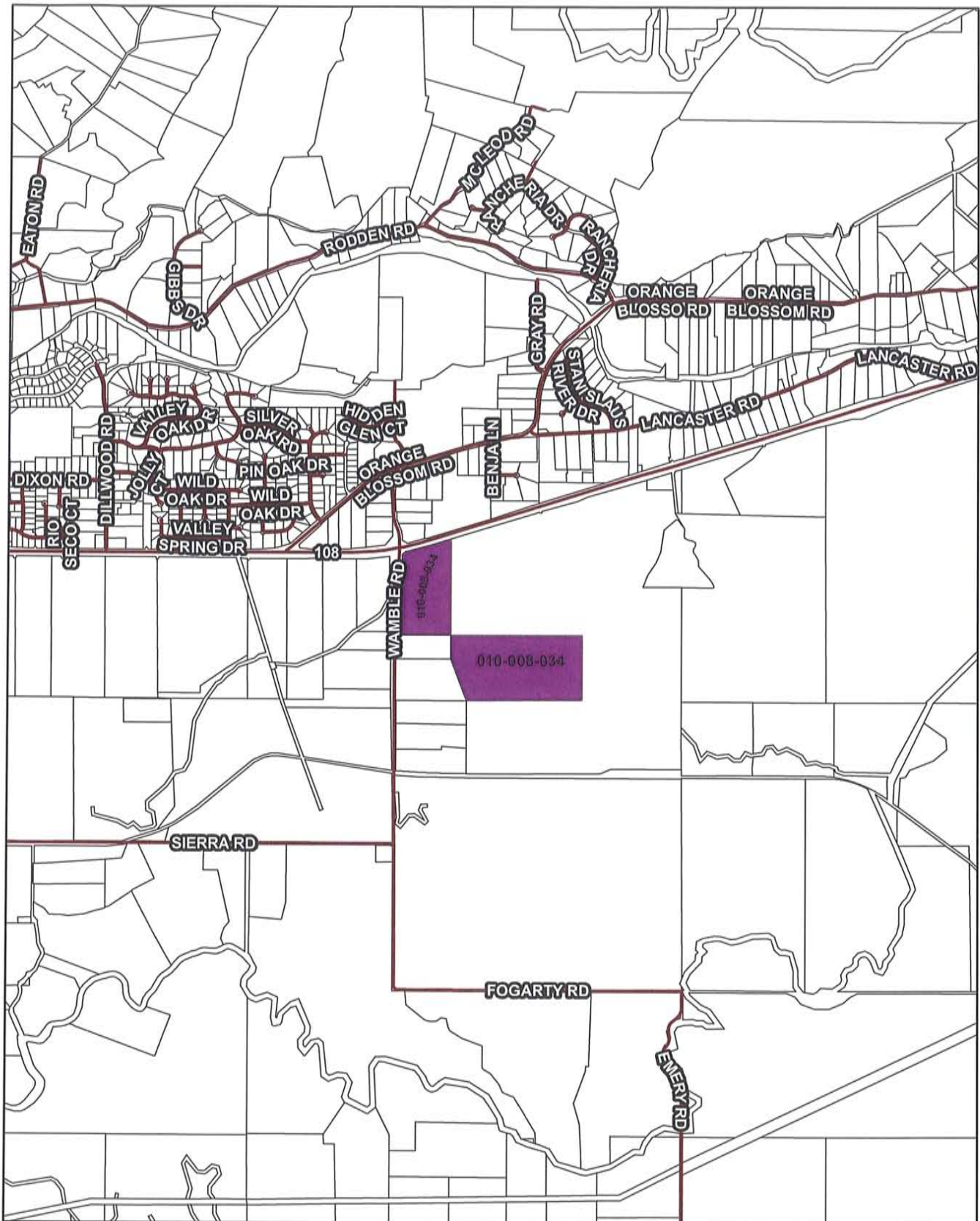
Section 3.		Expansion History				
Original Zone Acreage:		67508.98		Original Expansion Capacity (acres): 10126.35		
Exp #	Expansion Name	Expansion Acreage Requested 100			Effective Date	Balance (Remaining Acres)
		Number of Businesses				
		Industrial	Commercial	Total		
40-11	Burchell Nursery		1	1	2012	1152.78

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory

Date

Parcel 010-008-034



0 0.35 0.7 1.05 1.4
Miles

Legend

- Roads
- Parcels
- Parcel 010-008-034-000

8-23-2012



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 26, 2012
Subject:	Job Description for City Clerk/Senior Management Analyst
From:	Jill Anderson, City Manager
Submitted by:	Katie Lemons, Special Projects Advisor

RECOMMENDATION

It is recommended that City Council approve the job description of City Clerk/Senior Management Analyst.

SUMMARY

The 2012-2013 Adopted Budget reflects a reorganization of the Administrative Services Department. A key component of this reorganization was the reclassification of the Deputy City Clerk position to City Clerk/Senior Management Analyst. The Deputy City Clerk and the Administrative Services Director/City Clerk Positions were eliminated offsetting the cost of the reclassification.

BACKGROUND

When the Administrative Services Director retired, the City hired a part-time interim Administrative Services Director/City Clerk. The Deputy City Clerk assumed many of the City Clerk responsibilities in the transition. With the arrival of a new City Manager and continued budget constraints, a decision was made to reorganize the department to reduce costs and increase operational efficiency.

The Deputy City Clerk, Annabelle Aguilar, was clearly capable of performing the City Clerk functions on a permanent basis, and was reclassified into an Acting Senior Management Analyst/City Clerk position. As a result, the Deputy City Clerk position is eliminated from the organizational chart. The interim/part-time Administrative Services Director/City Clerk, Katie Lemons, was made a Special Projects Advisor to focus on personnel matters. The hours for the part-time position were also reduced in the first quarter of Fiscal Year 2012-2013. The cost savings associated with these changes is \$64,000.

The purpose of this item is to request your approval of the job description for the permanent position of City Clerk/Senior Management Analyst, which is attached.

FINANCIAL IMPACT

The salary difference between the Deputy City Clerk Position and the City Clerk/Senior Management Analyst Position is \$10,650 a year. The 2012-2013 Adopted Budget includes the funds for the higher salary associated with the significant increase in responsibilities, which was offset by the annual savings of \$64,000. The position of City Clerk/Senior Management Analyst has the same salary range as Senior Management Analyst classification, which is \$5,429.56 to \$6,599.66 a month, with two additional steps available to reflect longevity pay. This salary reflects the managerial level requirements of the positions.

ATTACHMENTS

The proposed job description for the City Clerk/Senior Management Analyst position is attached.

CITY OF RIVERBANK

CITY CLERK / SENIOR MANAGEMENT ANALYST

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, performs a wide variety of professional, administrative, fiscal, and analytical support including budget preparation, project management, development of legislative documents, reports, and recommendations; plans, manages, oversees and directs the operations and services of the City Clerk's Office, which includes the performance of statutory duties as an Elections Official, as an FPPC Filing Officer, as Records Manager, and as Clerk of the City Council and other City Boards; conducts research and makes recommendations; assists and coordinates assigned activities with Department Heads/staff or outside agencies/individuals; works closely with and supports the City Manager and City Council; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **City Clerk/Senior Management Analyst** is the administrative management level classification which demonstrates a high-level of independent analytical, problem solving, and decision-making skills; exercises sound judgment and supervision over all functions and operations of the City Clerk's Office; has the ability to research, interpret, and administer various policies, procedures, and laws governing the duties of the City Clerk; conducts complex work and support; maintains the confidentiality of sensitive information; and exercises full responsibility of the City Clerk's Office.

SUPERVISION RECEIVED/EXERCISED:

Receives direct supervision and administrative direction from the City Manager or designee. May exercise direct supervision over assigned lower level administrative support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assumes full responsibility for all functions and services of the City Clerk's Office pursuant to established policies, procedures, and laws governing the duties of the City Clerk, including the requirements serving as the Elections Official, FPPC Filing Officer, Records, Manager, and as Clerk of the City Council and other City Boards.
- Performs a wide variety of professional, administrative, fiscal, and analytical support, including budget preparation, project management, report writing, legislative document development, policy and procedure development, research, and presentation of findings or recommendations.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and program procedures; develops, implements, and maintains departmental goals, objectives, policies, and procedures; and makes recommendations to achieve improved organizational performance.

- Manages the implementation of the Office of the City Clerk's budget; prepares and coordinates the development of the budget; forecasts necessary funds for staffing, materials and supplies; presents and justifies programs, operations, and activity needs; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Attends City Council and other City Board meetings; accurately records the proceedings; monitors the operation of the media equipment; coordinates the preparation of guest speakers; and follows up on action items.
- Coordinates the logistics in preparation of City Council and/or other Board meetings; ensures all audio/visual equipment is operational and maintained; oversees the appearance and maintenance of the City Council Chambers.
- Manages the preparation, execution, and completion of all legislative documents, including contracts, agreements, bonds, and deeds; follows up as needed; facilitates the adherence to legislative policy requirements by the accurate preparation and posting of the agendas, minutes, legal notices, resolutions, and ordinances.
- Administers oaths or Affirmations; takes and certifies affidavits and depositions pertaining to city affairs; certifies the acknowledgement of an instrument; signs, certifies, attests to official City documents; and maintains custody of the official City Seal.
- Serves as the city's Elections Official planning and directing the conduct of municipal elections pursuant to federal, state, and local laws; coordinates the preparation of pertinent candidacy information and assists candidates in meeting their legal responsibilities before, during, and after an election; and serves as the liaison with the County elections official.
- Serves as the city's Fair Political Practices Commission Filing Officer performing specified duties under the Political Reform Act, including providing public access to filed statements, following up on non-filers, and reviewing filed statements for errors and omissions.
- Serves as Records Manager administering a comprehensive citywide Records Management Program; develops, directs, and oversees the organization, retention, retrieval, and disposition of various types of city records, including the electronic records storage system; ensures the preservation of archival records that have permanent historical (research), legal, or social value; develops and maintains a disaster recovery procedure of vital records; and serves as the initial contact for public records requests ensuring compliance with the Public Records Act.
- Serves as a resource for City staff, external organizations, and the general public; provides information and guidance regarding assigned programs and services; receives and reviews public complaints and initiates the process for resolution.
- Conducts and manages special projects as assigned by the City Manager; provides administrative support to the City Council or other Board members; and maintains compliance with policies relative to city Boards, Commissions, and Committees.
- Provides assistance in the coordination, implementation, and maintenance of Information Technology equipment and services; troubleshoots issues/problems; maintains program areas on the City's website; and assists in the management of IT Consultant services as needed.

- Models professional supervisory conduct; trains and develops assigned staff; recommends and implements approved performance standards; motivates and encourages team orientation; and fosters a professional atmosphere.
- Keeps abreast of current legislative actions, pertinent subjects, and policies and procedures relative to the field of the City Clerk's Office; attends and participates in professional meetings, training sessions, and conferences as needed; and maintains awareness of new trends and developments of program areas.
- Establishes and fosters positive working relationships with representatives of the community organizations, state/local agencies and associations, City management and staff, and the general public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence and statistical data and using a computer. Acute hearing is required when providing phone and personal service, and speech sufficient to communicate in group settings without the aid of a microphone. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **City Clerk/Senior Management Analyst**. A typical way of obtaining the required qualifications is to possess a Bachelor's degree in public administration, business administration, or closely related field and four years of highly responsible administrative experience.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license and certification as a California Certified Municipal Clerk. Certification as a Notary Public is desirable.

KNOWLEDGE/ABILITIES/SKILLS:

Knowledge of:

The Brown Act, Political Reform Act, Maddy Act, Public Records Act, California Elections Code and other applicable federal, state and local laws, codes and regulations; modern principles, practices and techniques of public administration, research and reporting methods, development of policies, procedures, and programs; principles and practices of budget development and implementation, records management, public relations, and customer service best practices;

methods and techniques of supervision, training and motivation; principles of mathematics and statistical analysis; methods and techniques of scheduling work assignments; modern office practices, methods and equipment, including a computer hardware and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, organize, direct and perform the duties of the City Clerk's Office; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; analyze budgetary, administrative, operational and organizational needs and problems; provide sound policy and procedural recommendations; maintain confidential information and data; oversee and/or manage special projects and programs within department area; develop and administer a budget; conduct research, report writing, and present findings; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues, and develop and implement an appropriate response; plan, organize, train, evaluate and direct work of assigned staff; work effectively with management, staff, other governmental agencies and the general public; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate and troubleshoot computer hardware and a variety of applicable software applications.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	November 26, 2012
Subject:	Agreements Related to the Settlement of the Delinquent Riverbank Housing Authority Fire District Assessment
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION

It is recommended that the City Manager be authorized to (1) finalize an agreement with the Stanislaus Consolidated Fire Protection District regarding payment of delinquent assessments for all Riverbank Housing Authority properties, (2) finalize an agreement with the Riverbank Housing Authority regarding payment of delinquent penalties and (3) Authorize a Budget Amendment for the December 2012 payment of \$49,131.38 from General Fund Reserves.

HISTORICAL BACKGROUND

On April 24, 1967 the City of Riverbank signed a Cooperation Agreement with the Riverbank Housing Authority. This cooperation agreement established the Payment in Lieu of Taxes (PILOT) that is paid annually by the Housing Authority to the City of Riverbank. Because the Housing Authority is a governmental agency offering low-rent housing provided with financial assistance of the federal government, it is considered to be exempt from the payment of all real and personal property taxes and special assessments levied or imposed by any taxing body. In turn, according to Section 3 (c) of the agreement, "The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation."

In 2005, the Stanislaus Consolidated Fire Protection District issued a Prop 218 vote in order to begin assessing properties with a special levy for services. All properties within the District's jurisdiction (including government-owned property) were levied with this special assessment for services. The Housing Authority therefore was also levied these special assessment.

Unfortunately, the Riverbank Housing Authority has failed to make the required special assessment payments imposed by SCFPD. Their nine properties are currently in tax

default with Stanislaus County and were scheduled for auction in February 2012. The Housing Authority was informed of this fact and the City was subsequently contacted by the Authority's legal counsel in June 2011 in order to find a resolution that would avoid having these properties to go to auction.

The amounts delinquent by fiscal year as of August 31, 2012 are:

Fiscal Year	Tax Due	Penalties	Total
2005-2006	\$450.00	\$675.00	\$1,125.00
2006-2007	\$463.50	\$607.86	\$1,071.36
2007-2008	\$13,739.60	\$11,809.12	\$25,548.72
2008-2009	\$20,040.36	\$13,557.46	\$33,597.82
2009-2010	\$20,642.44	\$10,245.26	\$30,887.70
2010-2011	\$21,260.42	\$6,721.17	\$27,981.59
Total Due	\$76,596.32	\$43,615.87	\$120,212.19

It has always been the position of the Riverbank Housing Authority that they are exempt from being assessed these fees. They state that this assessment on their properties violates Article 13D of the California State Constitution and that we should endeavor to have these assessments removed by SCFPD. The legal attempts to have this assessment removed are the cause for the delay in payment.

PAYMENT AGREEMENT

Since having been notified of the delinquent assessments, the city has endeavored to reach a resolution to this issue. The City recognized its obligation to make payments based on the PILOT agreement signed. Over the past year the city has met with representatives from the Riverbank Housing Authority and the Stanislaus Consolidated Fire Protection District in order to come to a resolution that would not severely impact our constrained budget. Through a cooperative effort from all parties, a tentative agreement has been reached with both parties that would allow this issue to finally come to rest.

The tentative agreement reached with the Stanislaus Consolidated Fire Protection District (as presented in Exhibit A: Confirmation of Settlement Proposal) states the following terms:

1. SCFPD will accept direct payment of the Tax Due of \$76,596.32
2. SCFPD agrees to reduce the penalties assessed from \$43,615.87 to \$21,686.44
3. Payments will be made in two equal installments in December 2012 and December 2013.

A tentative agreement has also been reached with the Riverbank Housing Authority to share in the payment of the penalty assessment. The agreement (as presented in Exhibit B: Settlement and Release Agreement) states the following terms:

1. Riverbank Housing Authority will make a one-time lump sum payment of \$10,843.22 to the City of Riverbank for ¼ of the penalties assessed.

The City feels that these agreements are in the best interest of all the interested parties. Therefore tonight it is recommended that the City Council:

1. Authorize City Manager to finalize an agreement with Stanislaus Consolidated Fire Protection District regarding payment of delinquent assessments for all Riverbank Housing Authority properties and;
2. Authorize City Manager to finalize agreement with the Riverbank Housing Authority regarding payment of delinquent assessments, and
3. Authorize Budget Amendment for the December 2012 Payment to Stanislaus Consolidated Fire Protection District of \$49,131.38 from General Fund Reserves.

FINANCIAL IMPACT

A total impact of \$98,262.76 to the General Fund Reserves over two years. \$49,131.38 to be placed into account 101-401.000-706.056 for the repayment of the Housing Authority SCFPD to repay the delinquent assessment for FY 2012-13 and \$49,131.38 to be budgeted for Fiscal Year 2013-14.

ATTACHMENTS

The following items are attached to this report:

1. Exhibit A: Confirmation of Settlement Proposal from Stanislaus Consolidated Fire Protection District.
2. Exhibit B: Settlement and Release Agreement from the Riverbank Housing Authority.
3. Resolution Authorizing a Budget Amendment for FY 2012-13.

Exhibit A



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
(209) 869-7470
Fax (209) 869-7475

PRIVELEGED AND CONFIDENTIAL
SETTLEMENT COMMUNICATION

September 14, 2012

Ms. Jill Anderson, City Manager
City of Riverbank
6707 Third Street
Riverbank, CA 95367

RE: Confirmation of Settlement Proposal

Dear Ms. Anderson:

The Board of Directors for the Stanislaus Consolidated Fire Protection District ("Board") properly noticed Regular Meeting of September 12, 2012 agreed in Closed Session to the proposed settlement terms advanced by the City of Riverbank ("City") on behalf of the City Housing Authority raised during our settlement meeting of Friday, September 7, 2012 as confirmed in this communication.

This letter confirms the Agreement of the City on behalf of the City Housing Authority and the District with respect to the amount due and method of payment of the presently delinquent District Special Benefit Assessments. The District agrees to accept the amount of \$76,596.32 for the assessments due for Fiscal Years 2005-2006 through 2010-2011 only, with a reduced penalty amount of \$21,686.44, for a combined amount of \$98,282.76. This amount is to be paid in two installments by the City to the District in the amount of \$49,141.38. The first installment is to be paid by December 15, 2012 and the second installment to be paid by December 15, 2013.

The District will notify the Stanislaus County Tax Collector's Office upon receipt of the City's written confirmation on behalf of the City Housing Authority of these agreement terms to remove the past due assessments and penalties for the nine properties listed below for Fiscal Years 2005 – 2006 through 2010 – 2011 only, owned by the City Housing Authority:

Ms. Jill Anderson, City Manager
City of Riverbank
September 14, 2012
Page 2

Parcel:

132-010-059-000
132-011-023-000
132-012-021-000
132-012-022-000
132-012-051-000
132-016-015-000
132-016-016-000
132-017-016-000
132-017-034-000

For the following Fiscal Years:

2005-2006
2006-2007
2007-2008
2008-2009
2009-2010
2010-2011

Should the City not timely deliver the agreed payments to the District, the amount due and owing the District will be the principal amount of \$76,596.36, plus all applicable penalties and costs through the date of payments.

The District appreciates the City's willingness to work in a collaborative manner towards a resolution regarding this issue. Thank you for your cooperation.

Sincerely,



Stephen Mayotte
Fire Chief

cc: Charles Turner, President
Dave Woods, Vice-President
Michelle Guzman, Director
Shayne, Strasser, Director

William D. Ross, District Counsel

LAW OFFICES OF

BORTON PETRINI, LLPREGIONAL OFFICES

BAKERSFIELD
TELEPHONE (805) 322-3051
FAX (805) 322-4628

FRESNO
TELEPHONE (559) 268-0117
FAX (559) 237-7995

LOS ANGELES
TELEPHONE (213) 624-2869
FAX (213) 469-3930

ORANGE COUNTY
TELEPHONE (562) 596-2300
FAX (562) 596-2322

SACRAMENTO
TELEPHONE (916) 858-1212
FAX (916) 858-1252

1104 12TH STREET
POST OFFICE BOX 3384
MODESTO, CALIFORNIA 95353
(209) 576-1701

FAX: (209) 527-9753
EMAIL: BPMOD@BORTONPETRINI.COM
WEB SITE: WWW.BORTONPETRINI.COM

F.E. BORTON (1877-1948)
JAMES PETRINI (1897-1978)
HARRY M. CONRON (1907-1971)
RICHARD E. HITCHCOCK (1925-2001)
JOHN F. PETRINI (1944-2008)

REGIONAL OFFICES

SAN BERNARDINO
TELEPHONE (909) 381-0527
FAX (909) 381-0656

SAN DIEGO
TELEPHONE (619) 232-2424
FAX (619) 531-0794

SAN FRANCISCO
TELEPHONE (415) 677-0730
FAX (415) 677-0737

SAN JOSE
TELEPHONE (408) 535-0870
FAX (408) 535-0878

IN REPLY REFER
TO OUR FILE NO.

Modesto
058153/064562

October 5, 2012

VIA EMAIL/U.S. MAIL

Thomas P. Hallinan
CITY OF RIVERBANK
6707 3rd Street
Riverbank, California 95367

RE: **Our client:** Housing Authority of the City of Riverbank (the "Authority")
Your Client: City of Riverbank
Stanislaus Consolidated Fire District Assessments Against the Authority

Dear Mr. Hallinan:

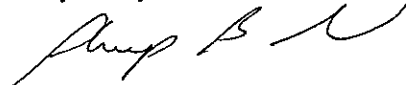
We attach a *final* original Settlement and Release Agreement, with attached exhibits, between Housing Authority of the City of Riverbank and the City of Riverbank for your review and that of the City Council's approval.

Please note that I have modified paragraph 3 and 4, from the version of the proposed agreement which I e-mailed to Marisela Hernandez on September 29, 2012, to take into consideration that the City's approval of the settlement between the City and SCFPD is based upon Fire Chief Mayotte's letter of September 14, 2012. Please disregard that prior version.

Once the City Council has approved this final form of the agreement, would you let us know and we will secure the appropriate signatures on behalf of the Authority.

Thank you for your attention to this matter.

Very Truly Yours



Philip B. Avila

PBA:vp

Enclosure

cc: Housing Authority of the City of Riverbank
Attn: William Fagan

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into by and between the City of Riverbank ("City") and the Housing Authority of the City of Riverbank ("Authority")

I. PURPOSE

This agreement is intended to set forth the terms and conditions by which the parties resolve differences arising from their execution of a certain "Cooperation Agreement" and to clarify their obligations with respect to said Agreement.

II. RECITALS

A. On April 24, 1967, the Authority entered into a written "Cooperation Agreement" with the City. Pursuant to the agreement, the City acknowledged that under the California Constitution and State statutes the Authority was exempt from levy of any property tax or special assessment imposed by any taxing body on Authority property then existing in the City or thereafter developed.

B. In consideration for this acknowledgment, Authority agreed to make annual payments to City in lieu of taxes and special assessments, (hereinafter, "PILOT" payments). These payments constituted Authority's voluntary financial contribution for the public services and facilities furnished by City or any other agency operating in its jurisdiction which had the power to certify taxes or special assessments levied for its use and benefit. City, in turn, agreed to distribute the PILOT payments to the agency providing the service or benefit. A copy of the Cooperation Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

C. On or about January 18, 2005, the Stanislaus Consolidated Fire Protection District ("SCFPD") governing board voted to impose a special assessment levy for fire protection provided by SCFPD. This special assessment affected nine (9) parcels owned by Authority. SCFPD has imposed additional special assessments for each subsequent fiscal year since, (collectively, "the assessments"). The assessments were placed on the tax rolls by the Stanislaus County Auditor/Controller beginning in the 2005-06 tax year and subsequent years and were to be collected by the Stanislaus County Tax Collector.

D. The Stanislaus County Tax Collector has notified the Authority that the assessments have become five years delinquent as a consequence of which the Authority's parcels are subject to public auction if the principal amount of the assessments plus accrued interest and penalties are not paid or the assessments invalidated.

E. The Authority will not pay the assessments on the grounds that 1) its real property is exempt from all special assessments pursuant to California Health and Safety Code §§34400, and 2) the "Cooperation Agreement" obliges the City to pay the assessments from the PILOT payments made to the City by the Authority. Authority also contends that the accumulated interest, costs, and penalties exceed the allowable fee which the Stanislaus County Tax Collector may charge for collection of the assessments.

F. City has acknowledged its obligation under the "Cooperation Agreement" to either contest or pay the assessments and has indicated that it is willing to pay the assessments but is unwilling to pay the accumulated interest and penalties because it contends that the Authority did not timely submit the tax bills to the City for payment.

G. All parties desire to resolve the above described issues related to the "Cooperation Agreement" in order to avoid the costs of prospective litigation.

III. TERMS AND CONDITIONS

NOW THEREFORE, and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The parties understand and agree that this Agreement is made to bring an end to any and all controversies or claims arising from the "Cooperation Agreement" relative to the assessments levied by the SCFPD and to clarify their future obligations with respect to same.

2. This Agreement is in resolution of disputed claims. Each party denies any wrongdoing in this matter. The terms of this Agreement shall not be deemed an admission of liability or wrongdoing. City acknowledges that Authority is an independent agency, wholly separate and distinct from the Housing Authority of the County of Stanislaus, and that any concessions, agreements, and payments made by Authority to the City under this Settlement Agreement shall not be binding upon Housing Authority of the County of Stanislaus and may not be used for any evidentiary purpose whatsoever in any dispute between the Housing Authority of the County of Stanislaus and SCFPD pursuant to the provisions of California Evidence Code §1152 et.seq.

3. City has entered into an agreement with SCFPD by the terms of which SCFPD has agreed to accept payment of the principal amount of the assessments levied by the SCFPD plus 50% of the of the accrued interest and penalties. In exchange for said payment, SCFPD has also agreed to remove its special assessments from the Authority's parcels and to waive payment of fifty percent (50%) of the accrued interest and penalties.

The governing boards of the City and SCFPD have approved the memorandum documenting the terms of their agreement by letter dated September 14, 2012. A true and correct copy of said letter is attached hereto as Exhibit "B" and is incorporated herein by reference.

4. Authority will pay to the City one quarter (25%) of the accrued interest and penalties paid by the City under its agreement with SCFPD in the sum of \$10,843.22. Said sum shall be paid within ten (10) days after the City provides the Authority with documentary proof of said payment. Neither Authority's payment to the City nor City's agreement with SCFPD shall be deemed or constitute a waiver of Authority's claims, as set forth in Section II. E, nor shall City's agreement with SCFPD be deemed to have been made by or on behalf of the Authority.

5. City agrees to pay all future special assessments levied against all real property owned by the Authority by the SCFPD and any and all other governmental entities or special districts. Authority shall deliver bills for future special assessments to the City for timely payment of such special assessments upon receipt from the County Tax Collector. The subject "Cooperation Agreement" shall remain in full force and effect.

6. Except for any future obligations of the Authority pursuant to this Agreement, City on behalf of itself, its representatives, successors, and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges the Authority and/or any of its officials, representatives, employees, attorneys, successors, assigns, and all persons acting by, through, under or in concert with them, (collectively "Released Parties"), and each and all of them, from any and all charges, complaints, lawsuits, claims, obligations, contracts, interests, controversies, injuries, actions, causes of action,

suits, demands, costs, losses, debts, indebtedness, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, actual or potential, which City now has, owns or holds against each or any of the Released Parties, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, matter, or claim, arising out of or connected in any way with the subject matter set forth in Section II.

7. Except for any future obligations of the City pursuant to this Agreement, the Authority on behalf of itself, its representatives, successors, and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges City and/or any of its officials, representatives, employees, attorneys, successors, assigns, and all persons acting by, through, under or in concert with them, (collectively "Released Parties"), and each and all of them, from any and all charges, complaints, lawsuits, claims, obligations, contracts, interests, controversies, injuries, actions, causes of action, suits, demands, costs, losses, debts, indebtedness, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, actual or potential, which Authority now has, owns or holds against each or any of the Released Parties, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, matter, or claim arising out of or connected in any way with the subject matters set forth in Section II.

8. Except for any future obligations of the parties pursuant to this Agreement, the parties expressly waive and release all rights and benefits afforded by

Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each of the parties hereby expressly waives the provisions of California Civil Code Section 1542 and each party further expressly waives any right to invoke said provisions now or at any time in the future.

9. Each party represents that in executing this Agreement, the party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained herein and that the party has conferred with their own attorney with regard to the basis or effect of this Settlement and Release Agreement.

10. This Settlement and Release Agreement is executed in the County of Stanislaus and shall be governed by the law of the State of California, and any questions arising hereunder shall be construed or determined according to such law. Venue for any action brought pursuant to this Settlement and Release Agreement shall be Stanislaus County, California.

11. This Settlement and Release Agreement constitutes an integration of the entire understanding and Settlement and Release Agreement by, between, and among the parties hereto and supersedes and is in lieu of any and all other arrangements, statements or promises, written or oral, between and Authority. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the parties hereto.

12. This Settlement and Release Agreement cannot be amended, modified, or supplemented in any respect except by written amendment entered into by the parties hereto.

13. No waiver of any party to this Settlement and Release Agreement of any breach of any term or provision of this Settlement and Release Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

14. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

15. This Settlement and Release Agreement may be executed in one or more counterparts all of which shall constitute, and shall be construed as, a single instrument upon delivery and exchange of all copies by the parties. A photocopy or facsimile transmission of the Settlement and Release Agreement, including signatures, shall be deemed to constitute evidence of the Settlement and Release Agreement having been executed.

16. The parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the negotiation and execution of this Settlement and Release Agreement. Should either City or Authority institute legal proceedings against the other, regarding this Settlement and Release Agreement, the

prevailing party to any such action shall be entitled to recover reasonable attorneys' fees, reasonable consultant and expert witness fees, and costs.

17. In the event of any dispute arising from or in any way relating to this Agreement, the Parties hereby agree to the following dispute resolution proceedings:

a. First of all, the parties shall engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party-principals agree to participate directly in such negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives written notice to the other of the particular issue to begin these negotiations and thirty (30) business days from the Notice date to complete the negotiations concerning the Dispute.

b. If the negotiations do not take place within the time provided in subparagraph "a", above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame, or its agreed upon extension, the Parties agree to mediate the Dispute. If the Parties cannot agree upon a mediator, each shall party shall, within ten (10) business days, following conclusion of their good faith negotiations or expiration of time within which to negotiate as stated in subparagraph "a", above, to select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate as stated, in subparagraph "a" above.

c. If a party commences a civil lawsuit to enforce this Settlement and Release Agreement, without first engaging in good faith negotiations and mediation pursuant to subparagraphs "a" and "b", above, then that party shall not be entitled to recover attorneys' fees and costs, even if they would otherwise be available to that party in any such action.

18. Each party acknowledges that each was represented by legal counsel in connection with the negotiation and drafting of this Agreement. The parties further acknowledge that each has carefully read and fully understands this Agreement, and that each has had the opportunity to seek advice about any questions, concerns or issues that it may have in connection with this Agreement or its terms.

19. Each individual executing this Agreement on behalf of the respective Parties represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective Parties.

Dated:

William Fagan, Executive Director
Housing Authority of the City
of Riverbank

Dated:

Jill Anderson, City Manager
City of Riverbank

Approved as to Form and Content:

Tom Hallinan
Attorney for City of Riverbank

EXHIBIT A

CH 17-3

COOPERATION AGREEMENT

This Agreement entered into the 24th day of April, 1967, by and between the Housing Authority of the City of Riverbank (herein called the "Local Authority") and the City of Riverbank, California (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the United States of America (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the FHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately thirty (30) units of low-rent housing designed specifically for elderly or handicapped persons of low income and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of California, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the FHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) heretofore undertaken by the Local Authority and identified as Project No. CAL 17-2, there has been or will be elimination (as approved by the FHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposed, or (ii) any contract between the Local Authority and the Government for loans or for annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local

Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual

contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

CITY OF RIVERBANK, CALIFORNIA

By William Lorton
Mayor

Attest:

[Signature]
City Clerk

(SEAL)

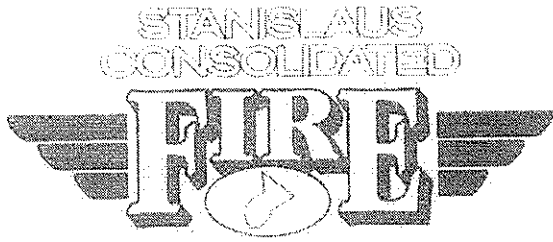
HOUSING AUTHORITY OF THE
CITY OF RIVERBANK, CALIFORNIA

By Raymond J. DeFries
Chairman

Attest:

Fred W. Scheela
Secretary

EXHIBIT B



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
(209) 869-7470
Fax (209) 869-7475

PRIVELEGED AND CONFIDENTIAL
SETTLEMENT COMMUNICATION

September 14, 2012

Ms. Jill Anderson, City Manager
City of Riverbank
6707 Third Street
Riverbank, CA 95367

RE: Confirmation of Settlement Proposal

Dear Ms. Anderson:

The Board of Directors for the Stanislaus Consolidated Fire Protection District ("Board") properly noticed Regular Meeting of September 12, 2012 agreed in Closed Session to the proposed settlement terms advanced by the City of Riverbank ("City") on behalf of the City Housing Authority raised during our settlement meeting of Friday, September 7, 2012 as confirmed in this communication.

This letter confirms the Agreement of the City on behalf of the City Housing Authority and the District with respect to the amount due and method of payment of the presently delinquent District Special Benefit Assessments. The District agrees to accept the amount of \$76,596.32 for the assessments due for Fiscal Years 2005-2006 through 2010-2011 only, with a reduced penalty amount of \$21,686.44, for a combined amount of \$98,282.76. This amount is to be paid in two installments by the City to the District in the amount of \$49,141.38. The first installment is to be paid by December 15, 2012 and the second installment to be paid by December 15, 2013.

The District will notify the Stanislaus County Tax Collector's Office upon receipt of the City's written confirmation on behalf of the City Housing Authority of these agreement terms to remove the past due assessments and penalties for the nine properties listed below for Fiscal Years 2005 - 2006 through 2010 - 2011 only, owned by the City Housing Authority:

Ms. Jill Anderson, City Manager
City of Riverbank
September 14, 2012
Page 2

Parcel:

132-010-059-000
132-011-023-000
132-012-021-000
132-012-022-000
132-012-051-000
132-016-015-000
132-016-016-000
132-017-016-000
132-017-034-000

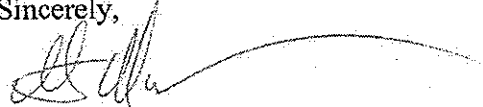
For the following Fiscal Years:

2005-2006
2006-2007
2007-2008
2008-2009
2009-2010
2010-2011

Should the City not timely deliver the agreed payments to the District, the amount due and owing the District will be the principal amount of \$76,596.36, plus all applicable penalties and costs through the date of payments.

The District appreciates the City's willingness to work in a collaborative manner towards a resolution regarding this issue. Thank you for your cooperation.

Sincerely,



Stephen Mayotte
Fire Chief

cc: Charles Turner, President
Dave Woods, Vice-President
Michelle Guzman, Director
Shayne, Strasser, Director

William D. Ross, District Counsel

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY OF RIVERBANK CITY COUNCIL AUTHORIZING A BUDGET AMENDMENT OF \$49,131.38 FOR THE PAYMENT OF THE RIVERBANK HOUSING AUTHORITY SCFPD SPECIAL PROPERTY ASSESSMENT FOR FY 2012-13

WHEREAS, the Riverbank Housing Authority as a governmental agency exempt from the payment of real and personal property taxes and special assessments pursuant to Health and Safety Code Section 34401; and

WHEREAS, on April 24, 1967 the City and the Housing Authority signed a Cooperation Agreement establishing the annual Property In Lieu of Taxes payment from the Authority to the City in lieu of such property taxes and special assessments; and

WHEREAS, in 2005 the Stanislaus Consolidated Fire Protection District (SCFPD) held a Proposition 218 vote for the levying of a special assessment for fire protection services on all real property within its jurisdiction; and

WHEREAS, legal counsel of the SCFPD has deemed that the real property of the Housing Authority is subject to this special assessment pursuant to Article XIII D Section (4)(a) of the State of California Constitution; and

WHEREAS, the Riverbank Housing Authority is currently in tax default with the Stanislaus County Tax Collector's Office for non-payment of these assessments since 2005; and

WHEREAS, the Housing Authority's legal counsel has demanded that the City immediately remit the funds necessary to pay for all delinquent amounts due in order to avoid the auction of the Housing Authority's properties pursuant to the provisions of the Cooperation Agreement; and

WHEREAS, the City's has reached tentative agreements with Stanislaus Consolidated Fire Protection District and the Riverbank Housing Authority regarding modified payment terms of the outstanding delinquent assessments; and

WHEREAS, the City agrees to submit payment of \$98,262.76 to the Stanislaus Consolidated Fire Protection District in two equal installments due December 2012 and December 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the budget amendment in the amount of \$49,131.38 for

the payment of delinquent SCFPD special assessments due on behalf of the Riverbank Housing Authority for Fiscal Year 2012-13.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of November, 2012; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Virginia Madueño
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	November 26, 2012
Subject:	Ratification of Modified Repayment Schedule for the Downtown Beautification Economic Development Bank Loan
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION

It is recommended that the City Council ratify the modified repayment schedule for the Downtown Beautification Economic Development Bank Loan.

SUMMARY

The City of Riverbank requested a modified repayment schedule for the Downtown Beautification Economic Development Bank loan from Stanislaus County. The Board of Supervisors has approved the modified schedule and tonight it is recommended that the City Council approve the modified repayment schedule to be as follows:

<u>Fiscal Year</u>	<u>August Payment</u>	<u>January Payment</u>	<u>Total Per Fiscal Yr.</u>
2012-13	\$35,000	\$40,000	\$75,000
2013-14	\$50,000	\$50,000	\$100,000
2014-15	\$50,000	\$50,000	\$100,000
2015-16	\$50,000	\$75,000	\$125,000

BACKGROUND

On August 27, 2007 the City Council adopted Resolution 2007-084 supporting an application for funding for the Downtown Beautification Project. At that point in time it was noted that the \$6,000,000 in bond proceeds that the Riverbank Redevelopment Agency received from the 2007 Series A bond issuance would not provide sufficient funding for all of the necessary improvements, therefore it was recommended that the City submit this project for funding through the Stanislaus County Economic Development Bank. Repayment of this loan was to be repaid by the Riverbank Redevelopment Agency from Tax Increment Revenues.

In August 2008, the City signed a Project Funding Agreement with Stanislaus County in the amount of \$500,000 (herein attached as Exhibit A) with the following terms:

1. Repayment to begin in August 2009 in five equal installments of \$100,000 ending August 2014 from RDA Tax Increment Revenue.
2. 0% interest.

In Fiscal Year 2008-09 the RDA began to experience a decline in Tax Increment revenue due to the decrease in property values as a direct result of the recession being experienced throughout the country. Despite this decline, the Agency made its first loan repayment of \$100,000 in August 2009. With property values continuing to decline this left little revenue to continue making both the 2007 Series A & B bond payments as well as the Economic Bank Loan payment, therefore in October 2010 the Agency submitted a request to the County to modify the payment schedule which would allow the Agency to have a two-year deferment in payment. The original and modified schedules were as follow:

Fiscal Year	Original Repayment Schedule	Modified Schedule – October 2010
2009-10	\$100,000	\$100,000
2010-11	\$100,000	\$0
2011-12	\$100,000	\$0
2012-13	\$100,000	\$100,000
2013-14	\$100,000	\$100,000
2014-15	\$0	\$200,000

With the Governor's adoption of ABx1 26 all Redevelopment Agencies within the State of California were dissolved. This meant that the Agency would no longer have the revenues necessary to repay this loan. **It is important to note, that although the loan was being repaid via RDA Tax Increment Revenue, the loan has always been between the City of Riverbank and Stanislaus County, therefore making it a City obligation, not an RDA obligation.** With the dissolution of the Agency, this loan was now obligated to be fully repaid by the City through the General Fund.

With the continued decline in the economy and the severe effect it has had on the General Fund Revenues, the City found itself in the position of not having sufficient funds to meet on-going expenditures as well as this added loan payment. In an effort to alleviate the General Fund of this obligation as it attempts to rebuild its reserve, a second modification to the repayment schedule was requested to Stanislaus County. This request was approved by the Board of Supervisors at their October 16, 2012 meeting (Exhibit B).

The new loan repayment for the remaining \$400,000 balance is as follows:

Fiscal Year	August Payment	January Payment
2012-13	\$35,000	\$40,000
2013-14	\$50,000	\$50,000
2014-15	\$50,000	\$50,000
2015-16	\$50,000	\$75,000

In addition, the loan will go from a 0% interest loan to a 1% interest loan.

The City did make the August payment of \$35,000 prior to the Board of Supervisors approval in an effort to show good-faith. The City intends to make the January payment of \$40,000 based on the results of our mid-year budget review.

It is therefore recommended that the City Council ratify the modified repayment schedule for the Downtown Beautification Economic Development Bank Loan.

FINANCIAL IMPACT

There is impact to the General Fund in a total amount of \$400,000.

ATTACHMENT

1. Exhibit A: Project Funding Agreement
2. Exhibit B: Board of Supervisors of the County of Stanislaus Action Agenda Summary

**ECONOMIC DEVELOPMENT "BANK"
PROJECT FUNDING AGREEMENT**
(Riverbank Downtown Beautification)

This Economic Development "Bank" Project Funding Agreement ("Agreement") is made and entered into on August 1, 2008 by and between the County of Stanislaus ("County") and the City of Riverbank (the "Applicant").

RECITALS

This Agreement is made with the reference to the following recitals:

A. On February 13, 2001, the County Board of Supervisors authorized the establishment of an economic development "Bank" with an annual appropriation of \$1.5 million dollars. The "Bank" funds are to be used for economic development within the County. The Board directed the Chief Executive Officer ("CEO") to meet with City Managers of the nine cities in the County to develop a structure for the "Bank" and a process for approving funding allocations from the "Bank." The County's CEO and City Managers recommended that the Workforce Investment Board (WIB) act as the "Board of Directors" for the "Bank"; and

B. On June 16, 2001, the WIB agreed to act as the Board of Directors of the "Bank" and established an advisory committee consisting of the nine City Managers and the County CEO; and

C. On September 17, 2001, the WIB approved guiding principles, application documents, an evaluation system and criteria that measures the public benefit of promoting economic development and providing jobs; and

D. The WIB and the Stanislaus County Economic Development Corporation formed a new combined nonprofit organization called the Stanislaus Economic Development and Workforce Alliance ("Alliance") and the Alliance has assumed the responsibility of the WIB to act as the "Board of Directors" of the "Bank"; and

E. In response to a Request for Proposals for economic development projects, the Applicant submitted an Economic Development "Bank" Application For Funding, a copy of which is attached hereto as Exhibit A, requesting support to revitalize the downtown and stimulate economic growth for City of Riverbank.

F. Upon the review and recommendation of proposals for use of the "Bank" funds for the current fiscal year, including the Applicant's proposal, by the Economic Development "Bank" Advisory Committee and the Alliance Board of Directors, the Board of Supervisors approved funding of the Project;

NOW, THEREFORE, the Applicant and County enter into this Agreement pursuant to California Government Code section 6502 on the following terms and conditions.

TERMS AND CONDITIONS

1. OBLIGATIONS OF THE COUNTY

1.1 County agrees to advance sums as needed up to \$500,000 to the Applicant from the "Bank" for the purpose of completing the Project as described in the Applicant application, attached hereto and incorporated herein by reference as Exhibit A.

1.2 The County Auditor-Controller shall set up an account payable from the "Bank" to the Applicant in the amount of \$500,000.

1.3 Payments from the "Bank" to the Applicant shall be made upon the Applicant presenting invoices or other documentation showing that the amounts requested have been invoiced or paid, and are within the scope of the work as described in Exhibit A.

1.4 The payments of up to \$500,000 from the "Bank" to the Applicant shall be set up as an account receivable by the County Auditor-Controller which shall be retired over time by the Applicant. This receivable shall be entirely retired by the Applicant before the expiration of five (5) years after the date of this Agreement. The County shall designate that the County Auditor-Controller provide the Applicant with the status of the receivable account upon receiving a written request from the Applicant; otherwise, a statement showing the status of the account will be provided to the Applicant at the end of each fiscal year.

2. OBLIGATIONS OF THE APPLICANT

2.1 Applicant agrees to utilize the funds received from the County described in Section 1.1 exclusively for the purposes described in Exhibit A.

2.2 Applicant agrees that the Project shall be completed and repayment to the "Bank" in the amount of \$500,000 will begin on August 1, 2009, by payment of \$100,000 per year over five years, ending August 1, 2014. If the funds advanced by the "Bank" to the Applicant are not repaid in full by the date specified, the Applicant agrees to meet with the County to renegotiate the repayment terms and conditions of this Agreement.

2.3 Applicant agrees that the Project described in Exhibit A will begin within one year of the commitment of funds by the "Bank" to the project, which will commence on the date the Board of Supervisors approves funding of the project. Failure to begin the project as described in Exhibit A within one year of the commitment of funding may result in the forfeiture by the Applicant of funding for the project. Should the project fail

to begin within one year from the date the funds are approved by the Board of Supervisors, the Applicant agrees to meet with the County to determine the status and/or feasibility of the project.

2.4 Applicant agrees to assume full fiscal responsibility for the appropriate use of the funds and assume responsibility for any disallowed expenditures.

2.5 Applicant, upon receiving a written request from the County's Chief Executive Officer or designee, shall provide proof that the Applicant has expended the funds received from the "Bank" as contemplated by this Agreement and is repaying funds received as required by the terms of this Agreement.

2.6 Applicant agrees that, as part of the footnotes of either its financial statement audit or single audit, it will include a schedule of project expenditures for the end of each fiscal year and will provide the County with an audit of project expenditures performed as a part of the Applicant's financial audit. The schedule shall include the total project expenditures broken down by funding source.

2.7 The Applicant agrees to submit the audit to the County no later than 30 days after the audit is received from the auditors.

2.8 Applicant agrees that it will provide the County with quarterly reports on the progress of the project, beginning three months following the commencement of the project, and continuing every three months thereafter until the project is completed.

2.9 Applicant agrees to timely (within 30 days) notify the County if, for any reason, the project is halted.

2.10 Applicant agrees to timely (within 30 days) notify the County, when the project has been completed.

2.11 Applicant agrees that the County will be the first to be repaid from the revenue stream or streams that materialize as a result of the project.

3. MUTUAL OBLIGATIONS:

3.1 Any notices or communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid as follows:

County:

Chief Executive Officer, County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

Applicant:

Tim Ogden, Economic Development and Housing Director
City of Riverbank
6707 Third Street
Riverbank, CA 95367

3.2 The provisions of this Agreement shall constitute the entire Agreement between the parties and unless modified by written agreement duly executed by the parties hereto, shall continue in full force and effect.

3.3 Venue for any actions initiated by either party shall be in the Superior Court of Stanislaus County and California law shall apply to all the Agreement's terms and conditions.

3.4 Applicant and County further covenant to cooperate with one another in all respects necessary to ensure the successful consummation of the action contemplated by this Agreement, and each will take all actions within its authority to ensure cooperation of its officials, officers, agents and employees.

3.5 The parties agree to hold each other harmless from and against any and all claims, actions, lawsuits, losses, damages and liabilities arising from any contention, allegation, or negligent act or omission based on acts necessary to effectuate the purpose of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

COUNTY OF STANISLAUS

By: 
Richard W. Robinson
Chief Executive Officer

"County"

APPROVED AS TO FORM:
John P. Doering
County Counsel

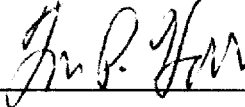
By: 
John P. Doering
County Counsel

CITY OF RIVERBANK

By: 
Chris Crifasi
Mayor

"Applicant"

APPROVED AS TO FORM:

By: 
Attorney for Applicant

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.I

SECTION 3: Consent

Meeting Date:	August 27, 2007
Subject/ Title:	Resolution Supporting the Application for funding Through the Economic Development Bank.
Submitted by:	Margaret Silveira, Housing and Economic Director
City Manager Approval:	_____

RECOMMENDATION:

Adopt Resolution by roll call vote.

STAFF SUMMARY:

Bi-annually, the Alliance issues "Requests for Proposals" (RFPs) to fund projects which will enhance the economic climate in the County. As the City approaches bidding the Infrastructure, Downtown Beautification Project, and the Plaza Del Rio Project, the projected costs are approximately \$1.5 million over the \$6 million Series A Bond repaid through the Redevelopment Project Area tax-increment. The Downtown Design committee will be meeting to address possible cuts if the RFP responses do exceed the budgeted and additional funding options will be brought forth to the Redevelopment Agency and/or City Council as they become available or necessary.

By obtaining \$500, 000 no interest loan that would be repaid by redevelopment tax-increment over a five (5) year period, this would assist with a portion of the anticipated costs.

The economic benefit of this project would be to improve and assist in the removal of blight in the Downtown corridor, bring new life and future business to the downtown. This project would also have immense economic benefit through the temporary construction of jobs.

FISCAL IMPACT:

The Redevelopment Agency would make five (5) annual no-interest payments of \$100,000 beginning in 2008.

ATTACHMENTS:

1. Resolution

City of Riverbank

Resolution No. 2007-084

**A Resolution of the City Council of the City of Riverbank
Supporting an Application for Funding through the
County of Stanislaus Economic Development Bank**

Whereas, The City Council of the City of Riverbank is desirous of enhancing local economic and employment development opportunities; and

Whereas, The City desires to improve the infrastructure in the downtown; and

Whereas, The City desires to beautify the downtown streetscape, and the Plaza Del Rio; and

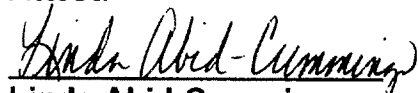
Whereas, Funds through the Economic Development Bank would assist in the deliverance of these projects; and

Now, Therefore, Be It Resolved that the City Council of City of Riverbank does hereby supports an application for funding through the Economic Development Bank and approves the project and terms and conditions of the loan and furthermore designates the City Manager to act on behalf of the city concerning any other documents, agreements, or contracts.

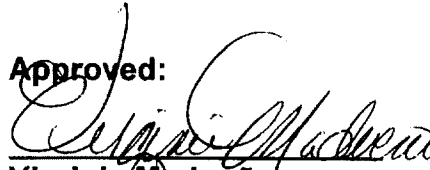
Passed and adopted by the City Council of the City of Riverbank at a regular meeting held on the 27th of August 2007, by the following vote:

AYES: Councilmembers: Benitez, Anaya, and Vice Mayor Madueño
NAYS: None
ABSENT: Councilmember White and Mayor Crifasi
ABSTAIN: None

Attest:


Linda Abid-Cummings
City Clerk

Approved:


Virginia Madueño
Vice Mayor

**RIVERBANK REDEVELOPMENT AGENCY
AGENDA ITEM NO. 6.1**

SECTION 6: NEW BUSINESS

Meeting Date:	August 27, 2007
Subject/ Title:	Resolution Supporting the Application for funding Through the Economic Development Bank.
Submitted by:	Margaret Silveira, Housing and Economic Director
City Manager Approval:	_____

RECOMMENDATION:

Adopt Resolution by roll call vote.

STAFF SUMMARY:

Bi-annually, the Alliance issues "Requests for Proposals" (RFPs) to fund projects which will enhance the economic climate in the County. As the City approaches bidding the Infrastructure, Downtown Beautification Project, and the Plaza Del Rio Project, the projected costs are approximately \$1.5 million over the \$6 million Series A Bond repaid through the Redevelopment Project Area tax-increment. The Downtown Design committee will be meeting to address possible cuts if the RFP responses do exceed the budgeted and additional funding options will be brought forth to the Redevelopment Agency and/or City Council as they become available or necessary.

By obtaining \$500, 000 no interest loan that would be repaid by redevelopment tax-increment over a five (5) year period, this would assist with a portion of the anticipated costs.

The economic benefit of this project would be to improve and assist in the removal of blight in the Downtown corridor, bring new life and future business to the downtown. This project would also have immense economic benefit through the temporary construction of jobs.

FISCAL IMPACT:

The Redevelopment Agency would make five (5) annual no-interest payments of \$100,000 beginning in 2008.

ATTACHMENTS:

1. Resolution

RIVERBANK REDEVELOPMENT AGENCY

Resolution No. 2007-016

**A Resolution of the Riverbank Redevelopment Agency
Supporting an Application for Funding through the
County of Stanislaus Economic Development Bank**

Whereas, The Riverbank Redevelopment Agency is desirous of enhancing local economic and employment development opportunities; and

Whereas, The Riverbank Redevelopment Agency desires to improve the infrastructure in the downtown; and

Whereas, The Riverbank Redevelopment Agency desires to beautify the downtown streetscape, and the Plaza Del Rio; and

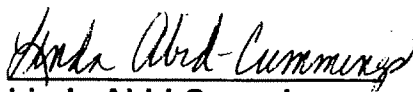
Whereas, Funds through the Economic Development Bank would assist in the deliverance of these projects; and

Now, Therefore, Be It Resolved that the Riverbank Redevelopment Agency does hereby support an application for funding through the Economic Development Bank and approves the project and terms and conditions of the loan and furthermore designates the City Manager to act on behalf of the city concerning any other documents, agreements, or contracts.

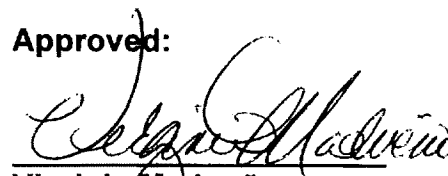
Passed and adopted by the Riverbank Redevelopment Agency at a regular meeting held on the 27th of August 2007, by the following vote:

AYES: **Agency Members: Anaya, Benitez, and Vice Chair Madueño**
NAYS: **None**
ABSENT: **Agency Members White and Chair Crifasi**
ABSTAIN: **None**

Attest:


Linda Abid-Cummings
Secretary

Approved:


Virginia Madueño
Vice Chair

\$400,000 Economic Development Bank Loan

Year Ending		
<u>June 30</u>	<u>Principal</u>	<u>Interest</u>
2011	0	0
2012	0	0
2013	100,000	0
2014	100,000	0
2015	200,000	0
Total	<u>400,000</u>	<u>0</u>

EXHIBIT B

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-1

Urgent ☐

Routine ☒

AGENDA DATE October 16, 2012

CEO Concurs with Recommendation YES ☒ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

STAFF RECOMMENDATIONS:

1. Formally suspend the Stanislaus County Economic Development Bank until further notice.
2. Establish a procedure for granting loan repayment modification terms for previously funded projects based on past performance, nature of request, timeliness of repayment and the application of an annual interest charge equal to the County Treasury rate, or at a minimum 1%, on the remaining loan balance.
3. Authorize the Chief Executive Officer, or her designee, to sign amendments to the executed project funding agreements consistent with the newly established procedure.

FISCAL IMPACT:

There is no fiscal impact to the General Fund associated with this item. The Economic Development Bank program earmarked \$1.5 million dollars annually for five years (Fiscal Year 2001-2002 - Fiscal Year 2005-2006) for economic development projects with strong job creation and retention emphasis. Over that five-year period, appropriations were decreased three of those years (total appropriations \$6,211,950). The Board approved an additional \$1.5 million for Fiscal Year 2006-2007 as part of the annual budget approval process. For Fiscal Year 2007-2008, \$1.5 million was approved for the Economic Development
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-519

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

FISCAL IMPACT: (Continued)

Bank but redirected to establish the Community Development Fund under the existing program. Since that time, no additional funding has been approved for the Economic Development Bank as a result of the County's fiscal position. Additionally, as part of the budget strategy for Fiscal Year 2009-2010, the Board released \$3 million dollars of Economic Development Bank fund balance to the General Fund during the Final Budget process as part of the County's budget balancing strategy that fiscal year.

To date, the Economic Development Bank has committed \$7,767,212.94 for 25 projects (6 previously funded economic development projects have withdrawn their proposals and others have used only those funds necessary for implementation) and associated administrative costs. Projects have varied from road infrastructure and water system improvements to business park development, renovation efforts and workforce development. 99% of committed funds have been distributed to date. 7% of total funds committed were allocated to grant based projects during the early life of the program. In total, the amount granted for a variety of economic development projects totaled \$551,693. These grants occurred during the early life of the program and this component was ultimately removed in Fiscal Year 2005-2006.

As of September 30, 2012, the uncommitted balance available in the Stanislaus County Economic Development Bank was approximately \$925,000 and includes loan repayments and accrued interest.

DISCUSSION:

On February 13, 2001, the Stanislaus County Board of Supervisors approved the formation of an Economic Development Bank (Bank) for the purpose of providing resources for economic development projects throughout the County. It was the Board's intent that the funds be used by the nine cities (Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford) and Stanislaus County to finance infrastructure projects that make possible greater opportunities for job retention, creation, and workforce development.

Eligible jurisdictions with an interest in obtaining funding from the Bank were required to complete an application and submit it to the Stanislaus Economic Development and Workforce Alliance (Alliance). The Chief Executive Officer of the Alliance, and his designees, reviewed each application for completeness and eligibility and provided assistance in the application process as necessary. An Advisory Committee, consisting of representatives from each City and the County, evaluated all applications and made recommendations to the Alliance Board. The Alliance Board acted on the Advisory Committee's recommendation. A majority vote of the Alliance Board members was required before an application is forwarded to the Board of Supervisors for their formal

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

review. A majority vote of the Board of Supervisors was required to award funds from the Economic Development Bank.

Completed Projects: Awarded Grants and Loans

The following is a summarized list of completed economic development projects funded from the Economic Development Bank in the form of grants or loans. All loans in this completed list have been repaid in full by the applicant jurisdiction. Grant recipients were not required to pay back awarded funding.

- Ceres Water System Improvements - water system improvements included extension of water mains and a new well to serve the Service Road Industrial Area. Approved on April 9, 2002. \$141,331 loan.
- Denair Community Services District Water Trunk Line - improvements to water line to improve fire flow capacity for downtown business district. Approved on April 9, 2002. \$50,000 grant and \$125,000 loan.
- Hickman Community Development Plan - development of plan with the specific goal of identifying economic development job creation opportunities for Hickman. Approved on April 9, 2002. \$2,310 grant.
- Modesto State Theater Restoration - restoration of the historic state theater located in downtown Modesto. Approved on March 9, 2004. \$150,000 grant.
- Newman Industrial Park Expansion - addition of well and extension of roads and utilities to serve new area (L, M, and Stanislaus Streets) of existing Industrial Park. Approved on April 9, 2002. \$190,000 loan.
- Patterson Baldwin Road Improvements - advanced engineering to design street improvement for the main entry (Baldwin Road) to the West Patterson Business Park. Approved on April 9, 2002. \$210,000 loan.
- Riverbank Enterprise Facilitation - facilitation program that offered technical assistance to existing and proposed small businesses. Approved on March 9, 2004. \$65,248 grant.
- Stanislaus County Enterprise Zone Environmental Impact Report - preparation of Environmental Impact Report document associated with development of Stanislaus County Enterprise Zone. Approved on December 14, 2004. \$65,248 grant.

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

- Riverbank Roselle Master Sewer Line Project - installation of master sewer line serving commercial and industrial development along Roselle Avenue. Approved on July 8, 2003. \$350,000 loan.
- Riverbank Sports Complex - infrastructure improvements (street, sewer, water and storm drain) to serve Riverbank Sports Complex along Morrill Road. Approved on December 19, 2006. \$400,000 loan.
- Stanislaus County North Gateway Business Park Master Development Plan - master development plan for Planned Industrial area in former Salida Community Plan that identified infrastructure requirements and design and use standards. Approved on January 7, 2003. \$67,483 loan.
- Stanislaus County Route 132 East Improvements - widening and improvements of Route 132 East to provide transportation, economic development and responsible growth benefits to Stanislaus County. Approved on October 28, 2003. \$380,765 loan.
- Stanislaus County Targeted Technology Training - computer and software training using several pieces of curriculum with emphasis on job readiness. Approved on July 8, 2003, December 14, 2004 and June 27, 2006. \$187,478 grant.
- Turlock Francil West Main Infrastructure Project - installation of a sewer line system that will serve the Westside Industrial Specific Plan project area to provide necessary infrastructure. Approved on December 14, 2004. \$600,000 loan.
- Waterford Grange Hall - acquisition of Grange Hall building to establish Waterford Museum and Visitor's Center. Approved on April 9, 2002. \$40,000 grant.

Pending Projects: Active Loans

The following is a list of economic development projects funded from the Economic Development Bank through a loan with active repayment schedules. Project funding agreements were executed by the County and each respective government jurisdiction (city, redevelopment agency (now successor agency), or community services district) as appropriate. With the exception of the Riverbank Industrial Park Specific Plan Project, all awarded Economic Development Bank loans have been drawn down by the applicant jurisdiction. Per the executed project funding agreement, the City of Riverbank continues to draw down funds from the Economic Development Bank for the Specific Plan Project as the work is completed and anticipates using the full allocation in the current fiscal year.

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

Knights Ferry Community Services District - Total Loan Balance \$59,820

Knights Ferry Water Treatment Plant - improvements to bring the public water system into compliance with State requirements.

- Loan amount/repaid: \$83,450/\$23,630.
- Repayment terms: to begin within 60 days after project completion in the amount of \$278 per month. Full repayment by December 31, 2028.

Modesto - Total Loan Balance \$500,000

Kiernan Business Park - implementation plan for the development of business park (industrial, residential, commercial and medical office).

- Loan amount/repaid: \$500,000/\$0.
- Repayment terms: to occur when financing mechanism is established which may include Community Facilities District established within the Kiernan Business Park area, loan repayment from developers, specific plan reimbursement fees or other funding mechanism established. If not repaid by March 1, 2014, parties agree to renegotiate another repayment schedule.

Modesto Redevelopment Agency - Total Loan Balance \$405,000

Kansas Avenue Business Park - development of master plan for the revitalization and redesign of the business park.

- Loan amount/repaid: \$405,000/\$0.
- Repayment terms: to occur from development (tax increment, proceed of land sale, tax allocations bonds, etc.). Repayment anticipated to begin when revenue streams become available. If not repaid in full by June 30, 2015, parties agree to renegotiate terms and conditions of loan repayment.
- Listed on Modesto Successor Agency to Former Redevelopment Agency ROPS (Recognized Obligation Payment Schedule) as required per the Redevelopment Dissolution Act.

Newman Redevelopment Agency - Total Loan Balance \$300,000

Newman Downtown Plaza - gateway to downtown plaza from State Highway Route 33 providing both a visual link and pedestrian connection.

- Loan amount/repaid: \$300,000/\$0.
- Repayment terms: to begin on July 1, 2012 at \$60,000 annually. Repayment terms renegotiated in September 2011. Full repayment by July 1, 2016.
- Listed on Newman Successor Agency to Former Redevelopment Agency ROPS (Recognized Obligation Payment Schedule) as required per the Redevelopment Dissolution Act.

Oakdale - Total Loan Balance \$104,000

Wakefield Drive Extension Phase I/II - construction of Gregor Avenue to Wakefield Drive to improve access to the Oakdale Business Park.

- Loan amount/repaid: \$293,000/\$189,000.

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

- Repayment terms: Phase I: repayment of \$115,000 by December 31, 2007. Phase II: repayment of \$178,000 to begin on January 1, 2004 and loan shall be retired within 20 years or by January 1, 2024. City of Oakdale is currently making annual payments of \$9,000.

Patterson - Total Loan Balance \$600,000

Patterson Waste Water Treatment Facility - design of waste water treatment facility expansion to provide sewer capacity for further development in the West Patterson Business Park beyond the Keystone development.

- Loan amount/repaid: \$665,186.37/\$65,186.37.
- Repayment terms: to begin on January 31, 2012 with initial payment of \$65,186.37 and \$100,000 annually in each subsequent year. Repayment terms renegotiated in January 2012. Full repayment by January 31, 2018.

Riverbank - Total Loan Balance \$1,387,805

Riverbank Downtown Improvements - infrastructure improvements, reconstruction of streets, sidewalks, lighting, landscape and Plaza Del Rio in downtown area.

- Loan amount/repaid: \$500,000/\$100,000.
- Repayment terms: to begin on August 1, 2009 with initial \$100,000 payment (already provided to County) and then August 1, 2012 (\$100,000), August 1, 2013 (\$100,000) and August 1, 2014 (\$200,000). Repayment terms renegotiated in October 2010. Full repayment by August 1, 2014.

Riverbank Industrial Park Business Loan Program - development of loan program to create a fund to infuse existing manufacturing business at industrial park with the necessary capital to expand.

- Loan amount/repaid: \$750,000/\$0.
- Repayment terms: City anticipated using tax increment upon Riverbank Army Ammunition Plant property conveyance for repayment. Other repayment sources anticipated included lease revenue and business participation generated from the Riverbank Army Ammunition Plant. Full repayment by November 1, 2013.

Riverbank Industrial Park Specific Plan - development of specific plan for the revitalization and redevelopment of business park.

- Loan amount/repaid: \$300,000/\$0. (Drawn: \$237,804.52)
- Repayment terms: within 60 months of the first disbursement of funding and no later than December 31, 2014, the project will be complete and the loan repaid. City anticipated using a land-secured financing mechanism for repayment (Community Facilities District, Industrial Revenue Bond, Mello Roos, etc.). Full repayment by December 31, 2014.

Turlock/Turlock Redevelopment Agency - Total Loan Balance \$889,305

Fransil Lane/West Main Traffic Signal Construction - development and construction of a traffic signal system at Fransil Lane/West Main intersection.

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

- Loan amount/repaid: \$889,305/\$0.
- Repayment terms: to occur three years after project completion and in annual payments of \$127,043.57 (commencing January 1, 2014). Full repayment by January 1, 2020.
- Listed on Turlock Successor Agency to Former Redevelopment Agency ROPS (Recognized Obligation Payment Schedule) as required per the Redevelopment Dissolution Act.

Status of the Economic Development Bank

On May 2, 2012, the Stanislaus County Chief Executive Officer, administratively suspended the Economic Development Bank loan program in light of the limited jurisdictional interest in utilization (by the few project submissions received in past funding cycles) and the growing uncertainty of repayment of outstanding bank loan obligations by former redevelopment agencies (now successor agencies). The Stanislaus Economic Development and Workforce Alliance was notified of this “soft freeze” of the program and directed not to initiate any additional funding cycles until further notice. At the core of this action was to provide an opportunity for the oversight boards of successor agencies with Economic Development Bank obligations to take action to formalize these as “enforceable obligations” per the Redevelopment Dissolution Act (AB1x 26). In addition, this would also provide an opportunity for Chief Executive Office staff to conduct an evaluation of the program and make recommendations regarding modifications and changes in order to make it a more effective economic development tool. This evaluation is scheduled to be completed during the mid-year review in the current fiscal year. Board action is recommended at this time to formalize the suspension of the Economic Development Bank.

Procedure for Granting Loan Repayment Modification Terms

The Stanislaus County Chief Executive Office has received two recent requests (Newman Redevelopment Agency and City of Riverbank) for modifications to current loan repayment schedules (Attachment A). In the past, such modification requests were considered and approved administratively by the Chief Executive Officer or designee. Given the current economic downturn and local climate, the Chief Executive Officer directed staff to develop a procedure for the granting of loan repayment modifications moving forward. Past history and performance have always been a considering factor and will continue to be so. Additionally, it is appropriate to establish an interest payment component for any changes in repayment schedules in order to recover what it would be earning in the County Treasury. Thus, it is recommended that an annual interest charge equal to the County Treasury rate, or at a minimum 1%, on remaining loan balances be instituted with any future loan repayment modification approvals. The interest based on the County Treasury rate will be calculated for the fiscal year at the time of payment. The current interest rate in the County Treasury earned on pooled cash is approximately 1% and hence the baseline amount. A final considering factor for

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

future requests will be the timing of said payments and specifically the final payoff. Although providing a level of flexibility, payment schedules will not be modified whereby the final payment exceeds three years from the current payoff date. In addition, requests for loan repayment modifications will only be granted approval on a one-time basis. This will prevent jurisdictions from requesting extensions over the three year threshold and more than one time. It is also recommended that Chief Executive Officer, or her designee, be authorized to sign any future project funding agreement amendments consistent with these newly established procedures.

Recent Requests for Loan Repayment Modification Terms

In summary, the requests from the Newman Successor Agency (former Redevelopment Agency) and City of Riverbank would make the following changes to the repayment schedules of their current Economic Development Bank loans.

Newman Successor Agency (Former Redevelopment Agency) Downtown Plaza Project (\$300,000) – modify the five year repayment schedule for annual payments of \$60,000 to begin on March 1, 2013 (rather than July 1, 2012). Full repayment would be achieved by March 1, 2017 (rather than July 1, 2016 or 8 months later). The interest calculation at the current County Treasury rate of 1% of the available balance would be as follows: Fiscal Year 1 - \$3,000; Fiscal Year 2 - \$2,400; Fiscal Year 3 - \$1,800; Fiscal Year 4 - \$1,200; Fiscal Year 5 - \$600; or Five Year Total of \$9,000. The County Treasury rate will be revisited annually each fiscal year to see if an adjustment is necessary for this interest charge calculation. It is important to note that the City of Newman has fully met their past Economic Development Bank loan obligations (Newman Industrial Park). Furthermore, as part of the Downtown Plaza Project, the Newman Successor Agency de-obligated \$100,000 of the total amount approved (\$400,000) for the project originally awarded since other funding sources were accessed and the full allocation from the Economic Development Bank was not needed.

City of Riverbank Downtown Beautification Project (\$400,000) – modify the repayment schedule so that payments are spread into smaller payments over the upcoming years. The current obligation calls for annual payments of \$100,000 in August 1, 2012 and August 1, 2013 and \$200,000 in August 1, 2014. First payment, under the modified schedule, would include an initial payment of \$35,000 in August 1, 2012 (already received in good faith); \$40,000 in January 1, 2013; \$50,000 in August 1, 2013; \$50,000 in January 1, 2014; \$50,000 in August 1, 2014; \$50,000 in January 1, 2015; \$50,000 in August 1, 2015; and \$75,000 in January 1, 2016. Full repayment would be achieved by January 1, 2016 (rather than August 1, 2014 or 17 months later). The interest calculation at the current County Treasury rate of 1% of the available balance would be as follows: Fiscal Year 1 - \$4,000; Fiscal Year 2 - \$3,250; Year 3 - \$2,250; Year 4 - \$1,250; or Four Year Total of \$10,750. The County Treasury rate will be revisited annually each fiscal year to see if an adjustment is necessary for this interest charge calculation. It is important to note that the City of Riverbank has fully

Approval to Formally Suspend the Stanislaus County Economic Development Bank Until Further Notice and Establish a Procedure for Granting Loan Repayment Modification Terms for Previously Funded Projects and Related Actions

met their past Economic Development Bank loan obligations (Riverbank Sports Complex and Riverbank Roselle Master Sewer Line) and intend to meet other current obligations relative to the Riverbank Industrial Park. Furthermore, as part of the Downtown Beautification Project, the City of Riverbank repaid \$100,000 of the total amount approved (\$500,000) for the project originally prior to the changes in economic conditions and dissolution of redevelopment agencies.

POLICY ISSUES:

The recommended action is consistent with the Board priority of A Strong Local Economy and Effective Partnerships. The Stanislaus County Economic Development Bank has successfully provided economic benefits to the community and the effective administration of the program ensures the appropriate use of public funds.

STAFFING IMPACT:

The Chief Executive Office will continue to manage the Stanislaus County Economic Development Bank portfolio with technical assistance provided by the Auditor-Controller and County Counsel. An evaluation of the Economic Development Bank program will be conducted by the Chief Executive Office and brought back for Board consideration during the Fiscal Year 2012-2013 Mid-Year Financial Report as stated in the Adopted Proposed Budget.

CONTACT PERSONS:

Keith Boggs, Assistant Executive Officer, 209.525.6333
Raul Mendez, Senior Management Consultant, 209.525.6333



May 30, 2012

Raul L. Mendez, Community Manager
Stanislaus County Chief Executive Office
1010 Tenth Street, Suite 6800
Modesto, CA 95354

RE: Stanislaus County Economic Development Bank Loan – Payment extension.

Dear Raul:

As you know with the passage of AB 1X26, cities and counties are struggling to adhere to the complicated and confusing criteria. The Newman Successor Agency has two ROPS approved by the Department of Finance. Each ROPS included the Economic Development loan for repayment. However, the current level of tax increment being provided in June 2012 will only cover the bond payment. As a result, the Successor Agency is requesting a modification to the payment schedule that would allow for March payments instead of July. If approved, the first payment would be scheduled for March 1, 2013, with the remaining four payments in March of subsequent years.

Should you have any questions, please feel free to contact me.

Sincerely,

Michael E. Holland
City Manager



City of Riverbank

6707 Third Street
Riverbank, CA 95367
(209) 869-7101 Ph.
(209) 869-7126 Fax

July 20, 2012

Raul Mendez
1010 10th Street Place
County CEO Suite 6800
Modesto, CA 95354

RE: Riverbank Downtown Beautification Project ED Bank Loan Deferment Request

Dear Mr. Mendez,

On August 2010, the Stanislaus County Economic Development Bank approved a deferment for the Riverbank Downtown Beautification Project which modified our repayment schedule to be paid in full by August 2014.

Due to the current economic conditions we still face and the closure of the RDA, the City of Riverbank is asking for a loan extension and a change in repayment terms. If acceptable, the proposed schedule would be payable in the following manner:

- August 1, 2012 (\$35,000)
- January 01 & August 1 2013 (\$40,000 & \$50,000)
- January 01 & August 1 2014 (\$50,000 & \$50,000)
- January 01 & August 1 2015 (\$50,000 & \$50,000)
- January 01, 2016 (\$75,000)

The City of Riverbank is fully committed to meeting its financial obligations and appreciates your patience while we work through these difficult times.

Thank you,

Dawndi Morrell
City of Riverbank
209-863-7112

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	November 26, 2012
Subject:	Amendment to the Joint Exercise of Powers Agreement for Riverbank-Oakdale Transit Authority
From:	Tom Hallinan, City Attorney Jill Anderson, City Manager

RECOMMENDATION

It is recommended that the City Council approve an Amendment to the Joint Exercise of Powers Agreement for the Riverbank-Oakdale Transit Authority by and Between the Cities of Riverbank and Oakdale, California.

SUMMARY

The City of Riverbank and the City of Oakdale entered into a Joint Exercise of Powers Agreement on October 1, 1993, which established the Riverbank Oakdale Transit Authority (ROTA). On October 9, 2012 the ROTA Board of Directors approved a memorandum of Understanding for transit service between ROTA and Stanislaus Regional Transit (StaRT). At the October 22, 2012 Riverbank City Council meeting the Council voted to transfer transit operations, effective January 1, 2013, to Stanislaus Regional Transit (StaRT). A Memorandum of Understanding was approved and executed by the City of Riverbank and Stanislaus County.

After further review of the Joint Exercise of Powers Agreement, it was discovered that there was no provision to jointly terminate the agreement in order to facilitate the contemplated switch in service. Therefore it is proposed that the following provision, which is highlighted below, be added Section 8.1 of the agreement:

Section 8.1. Termination. This Agreement shall continue until terminated by either party in the manner hereinafter provided. *"This agreement may be jointly terminated at any time without notice."*

The attached amendment will allow the City to proceed as envisioned by the City's representatives on the ROTA board.

FISCAL IMPACT

There is no direct fiscal impact associated with the proposed amendment.

ATTACHMENTS

The following items are attached to this report:

1. Amendment to Joint Exercise of Powers Agreement for the Riverbank-Oakdale Transit Authority by and Between the Cities of Riverbank and Oakdale, California.
2. Original Copy of the Joint Exercise of Powers Agreement for the Riverbank-Oakdale Transit Authority By and Between the Cities of Riverbank and Oakdale, California.

AMENDMENT JOINT EXERCISE OF POWERS AGREEMENT OF THE RIVERBANK-OAKDALE TRANSIT
AUTHORITY BY AND BETWEEN THE CITIES OF RIVERBANK AND OAKDALE CALIFORNIA

This agreement dated October __, 2012, by and between the City of Riverbank (Riverbank) a general law city and the City of Oakdale (Oakdale) a general law city, each duly organized and existing in the County of Stanislaus, State of California under the constitution and laws of the State and collectively called the "Agencies."

WITNESSETH

WHEREAS, the Agencies entered into an agreement providing for joint transit services in October of 1993, and

WHEREAS, the Riverbank-Oakdale Transit Authority Board has entered into a Memorandum of Understanding with Stanislaus Regional Transit to take over responsibility for providing these joint transit services effective January 1, 2013.

NOW THEREFORE, the Agencies agree to Amend Section 8.1 of the agreement between them by adding the following: "This agreement may be jointly be terminated at any time without notice."

Dated:_____

Virginia Madueno
Mayor of Riverbank

Pat Paul
Mayor of Oakdale

ORIGINAL

JOINT EXERCISE OF POWERS AGREEMENT

RIVERBANK-OAKDALE TRANSIT AUTHORITY

BY AND BETWEEN THE CITIES OF RIVERBANK

AND OAKDALE, CALIFORNIA

THIS AGREEMENT dated October ____, 1993 by and between the City of RIVERBANK [RIVERBANK] a general law city and the City of OAKDALE [OAKDALE] a general law city, each duly organized and existing in the County of Stanislaus, State of California under the constitution and laws of the State and collectively called the "Agencies."

W I T N E S S E T H

WHEREAS, each of the Agencies is responsible for providing transit service within their respective jurisdictions;

WHEREAS, the Transit needs of each City are susceptible to providing transit service and facilities under common administration and management and with the same equipment and resources;

WHEREAS, by providing joint transit service substantial advantage and benefit would accrue to the citizens and taxpayers of both Agencies; and such is the purpose of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Agencies do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. General. Unless the context otherwise

1 requires, the words and terms defined in this Article shall, for
2 the purpose hereof, have the meaning herein specified.

3 Section 1.2. "Act". "Act" means Article 1 and 2 (commencing
4 with Section 6500) of Chapter 5, Division 7, Title 1 of the
5 Government Code of the State.

6 Section 1.3. "Agencies" and "Agency". "Agencies" means both
7 of the parties to this Agreement and "Agency" means either such
8 party.

9 Section 1.4. "Agreement". "Agreement" means this Agreement.

10 Section 1.5. "Area". "Area" means the combined aggregate
11 jurisdictional service areas of the Agencies as they now exist and
12 as they may hereafter be modified by annexation of territory to or
13 exclusion of territory from the boundaries of either of the
14 Agencies. Such areas within the County of Stanislaus that are
15 necessary for proper operation of the transportation Authority
16 including any areas with which the County of Stanislaus contracts
17 with the Authority for providing service.

18 Section 1.6. "Authority". "Authority" means the Riverbank-
19 Oakdale Transportation Authority created pursuant to this
20 Agreement.

21 Section 1.7. "Riverbank". "Riverbank" means the City of
22 Riverbank duly organized and existing in the County under the
23 constitution and laws of the State.

24 Section 1.8. "Oakdale". "Oakdale" means the City of Oakdale
25 duly organized and existing in the County under the constitution
26 and laws of the State.

1 Section 1.9. "Commission". "Commission" means the Commission
2 referred to in Section 2.4, which shall be the governing board of
3 the Authority.

4 Section 1.11. "Controller". "Controller" means either the
5 Director of Finance of Riverbank or of Oakdale as they are
6 designated from time to time as Controller of the Authority.

7 Section 1.12. "County". "County" means the County of
8 Stanislaus, State of California.

9 Section 1.13. "Fiscal Year". "Fiscal Year" means the period
10 from July 1st to and including the following June 30th.

11 Section 1.14. "Joint Facilities". "Joint Facilities" means
12 all of the transit facilities, equipment, resources and property to
13 be managed and operated by the Authority pursuant to this
14 Agreement.

15 Section 1.15. "Management Committee". "Management
16 Committee" means the City Administrators of Riverbank and Oakdale.

17 Section 1.16. "Maintenance and Operation Costs".
18 "Maintenance and Operation Costs" means those sums of money
19 required to be expended by the Authority from a fund to be
20 established and maintained by the Authority to finance the cost of
21 maintaining and operating the Joint Facilities, including all
22 administrative and management costs and all costs of maintaining
23 equipment, resources and property and all personnel costs incurred
24 after the date of this agreement.

25 Section 1.17. "Secretary". "Secretary means the secretary of
26 the Authority.

1 Section 1.18. "State". "State" means the State of
2 California.

3 Section 1.19. "Treasurer". "Treasurer" means either the City
4 Treasurer of Riverbank or Oakdale, as from time to time designated
5 by the Authority as Treasurer.

6 **ARTICLE II - GENERAL PROVISIONS**

7 Section 2.1. Purpose. This Agreement is made pursuant to the
8 Act providing for the joint exercise of powers common to the
9 Agencies. The purpose of this Agreement is to provide for the
10 joint exercise of powers to manage, operate and maintain a transit
11 facility and to implement the financing acquiring and constructions
12 of additions and improvements thereto and additional facilities and
13 property and thereafter to manage, operate, and maintain the joint
14 facilities, as so added to and improved all to the end that the
15 Cities of Riverbank and Oakdale are provided with more efficient
16 and economical transit service. Each of the Agencies is authorized
17 to exercise all such powers pursuant to its organic law.

18 Section 2.2. Creation of Authority. Pursuant to the Act,
19 there is hereby created a public entity to be known as the
20 "Riverbank-Oakdale Transportation Authority." The Authority is a
21 public entity separate and apart from Riverbank and Oakdale and
22 shall administer this Agreement.

23 Section 2.3. Term. This Agreement shall be effective on the
24 date hereof and shall continue in effect until terminated pursuant
25 to the termination provisions of this Agreement.

26 Section 2.4. Commission. The Authority shall be administered

1 by a Commission of four (4) members. Two (2) members shall be
2 councilmembers of Riverbank appointed by the City Council of
3 Riverbank and two (2) members shall be councilmembers of Oakdale
4 appointed by the City Council of Oakdale. The Commission shall be
5 called the "Commission of the Riverbank-Oakdale Transit Authority."
6 All voting power of the Authority shall reside in the Commission.

7 Each member of the Commission shall serve at the pleasure of
8 the Agency that appointed such member. Each member shall cease to
9 be a member of the Commission when such member ceases to hold
10 office on the governing board of the Agency that appointed such
11 member. Vacancies on the Commission shall be filled by the
12 respective appointing Agencies.

13 Section 2.5. Meetings of the Commission.

14 a) Regular Meetings. The Commission shall provide for its
15 regular meetings; provided, however, that at least one regular
16 meeting shall be held each year. The date, hour and place of the
17 holding of regular meetings shall be fixed by resolution of the
18 Commission and a copy of such resolution shall be filed with each
19 of the Agencies.

20 b) Special Meetings. Special meetings of the Commission may
21 be called in accordance with the provisions of Section 54956 of the
22 Government Code of the State.

23 c) Call, Notice and Conduct of Meetings. All meetings of the
24 Commission, including without limitation, regular, adjourned
25 regular and special meetings, shall be called, noticed, held and
26 conducted in accordance with the provisions of Section 54950 et

1 seq. of the Government Code of the state.

2 Section 2.6. Minutes. The secretary shall cause to be kept
3 minutes of the meetings of the Commission and shall, as soon as
4 possible after each meeting, cause a copy of the minutes to be
5 forwarded to each member of the Commission and to each of the
6 Agencies.

7 Section 2.7. Voting. Each member of the Commission shall
8 have one vote.

9 Section 2.8. Quorum, Required Votes; Approvals. Members of
10 the Commission holding a majority of the votes shall constitute a
11 quorum for the transaction of business, except that less than a
12 quorum may adjourn from time to time. The affirmative votes of
13 members of the Commission holding at least three-fourths of the
14 votes shall be required to take any action by the Commission.

15 Section 2.9. Bylaws. The Commission may adopt, from time to
16 time, such bylaws, rules and regulations for the conduct of its
17 meetings and affairs as are necessary for the purposes hereof.

18 ARTICLE III - OFFICER AND EMPLOYEES

19 Section 3.1. Chairman, Vice-Chairman and Secretary. The
20 Commission shall elect a chairman and vice-chairman from among its
21 members, and shall appoint a secretary who may, but need not, be a
22 member of the Commission. The officers shall perform the duties
23 normal to said offices; and

24 a) the chairman shall sign all contracts on behalf of the
25 Authority, except contracts that may be executed by the management
26 committee, and shall perform such other duties as may be imposed by

1 the Commission;

2 b) the vice-chairman shall act, sign contracts and perform
3 all of the chairman's duties in the absence of the chairman; and

4 c) the secretary shall countersign all contracts signed by
5 the chairman or vice-chairman on behalf of the Authority, perform
6 such other duties as may be imposed by the Commission and cause a
7 copy of this Agreement to be filed with the Secretary of State of
8 the State pursuant to the Act.

9 Section 3.2. Controller and Treasurer. The Finance Directors
10 of Riverbank and Oakdale and City Treasurers of Riverbank and
11 Oakdale will from time to time be designated as the Controller and
12 Treasurer of the Authority as determined by the Commission.

13 Section 3.3. Officers in Charge of Property. Pursuant to
14 Section 6505.1 of the Act, the controller and the treasurer shall
15 have charge of, handle and have access to all accounts, funds and
16 money of the Authority and all records of the Authority relating
17 thereto; and the secretary shall have charge of, handle and have
18 access to all other records of the Authority; and the management
19 committee shall have charge of, handle and have access to all
20 physical properties of the Authority.

21 Section 3.4. Bonding Persons Having Access to Property. From
22 time to time, the Commission may designate persons, in addition to
23 the secretary, controller, treasurer and management committee,
24 having charge of, handling or having access to any property of the
25 Authority, and the respective amounts of the official bonds of the
26 secretary, controller, treasurer and management committee members

1 and such other persons pursuant to Section 6505.1 of the Act.

2 Section 3.5. Management. The regular management of the
3 Authority shall be vested jointly in the management committee. The
4 management committee shall have power:

5 (a) to participate in the design of any additions or
6 improvements to the Joint Facilities;

7 (b) except as otherwise provided in clause (d) of this
8 section, to execute any contract for capital costs, costs of
9 special services, equipment, materials, supplies, maintenance or
10 repair that involves an expenditure by the Authority within the
11 limits and in accordance with procedures to be established by the
12 Authority in the manner provided for local agencies pursuant to
13 Article 7, commencing with Section 54201, of Chapter 5 of Part 1 of
14 Division 2 of Title 5 of the Government Code of the state;

15 (c) to employ all personnel of the Authority required for
16 maintenance and operation of the Joint Facilities and all other
17 employees authorized by the Authority's budget or by the Commission
18 and, subject to approval of the Commission, all personnel of the
19 Authority required to be employed in connection with the design of
20 any additions or improvements to the Joint Facilities; but the
21 management committee shall have no power to employ any labor
22 relations consultants or (except as provided in paragraph (b) of
23 this section) any other consultants to the Authority or any
24 certified public accountants or public accountants of the
25 Authority.

26 (d) to expend funds of the Authority and enter into

1 contracts, whenever required, in the combined judgment of the
2 management committee, for the immediate preservation of the public
3 peace, health or safety;

4 (e) to sell any personal property of the Authority of a value
5 of less than \$2,500.00;

6 (f) to prepare and submit to the Commission in time for
7 revision and adopting by it prior to May 1 of each year the annual
8 budget for the next succeeding fiscal year referred to in Section
9 6.1; and

10 (g) generally, to supervise the acquisition, construction,
11 management, maintenance and operation of the Joint Facilities and
12 personnel of the Authority;

13 Section 3.6. Legal Advisor. The Commission shall have the
14 power to appoint the legal advisor of the Authority who shall
15 perform such duties as may be prescribed by the Commission.

16 Section 3.7. Other Employees. The Commission shall have the
17 power to appoint and employ such other consultants and independent
18 contractors as may be necessary for the purposes of this Agreement.

19 All of the privileges and immunities from liability, exemption
20 from laws, or ordinances and rules, all pension, relief,
21 disability, workers' compensation and other benefits which apply to
22 the activities of officers, agents, or employees of an Agency when
23 performing their respective functions shall apply to them to the
24 same degree and extent while engaged in the performance of any of
25 the functions and other duties under this Agreement.

26 None of the officers, agents, or employees directly employed

1 by the Commission shall be deemed, by reason of their employment by
2 the Commission to be employed by either Agency or, by reason of
3 their employment by the Commission, to be subject to any of the
4 requirements of the Agencies.

5 ARTICLE IV - POWERS

6 Section 4.1. General Powers. The Authority shall exercise in
7 the manner herein provided the powers common to each of the
8 Agencies and necessary to the accomplishment of the purposes of
9 this Agreement, subject to the restrictions set forth in Section
10 4.4.

11 As provided in the Act, the Authority shall be a public entity
12 separate from the Agencies. The Authority shall have the power to
13 finance, acquire, construct, manage, maintain and operate the Joint
14 Facilities.

15 Section 4.2. Specific Powers. The Authority is hereby
16 authorized, in its own name, to do all acts necessary for the
17 exercise of the foregoing powers, including but not limited to, any
18 or all of the following:

- 19 (a) to make and enter into contracts;
- 20 (b) to employ agents or employees;
- 21 (c) to acquire, construct, manage, maintain or operate any
22 buildings, works or improvements;
- 23 (d) to acquire, hold or dispose of property;
- 24 (e) to sue and be sued in its own name;
- 25 (f) to incur debts, liabilities or obligations, provided that
26 no debt, liability or obligation shall constitute a debt, liability

1 or obligation of either of the Agencies;

2 (g) to apply for, accept, receive and disburse grants, loans
3 and other aids from any agency of the United States of America or
4 of the state;

5 (h) to invest any money in the treasury pursuant to Section
6 6505.5 of the Act that is not required for the immediate
7 necessities of the Authority, as the Authority determines is
8 advisable, in the same manner and upon the same conditions as local
9 agencies, pursuant to Section 53601 of the Government Code of the
10 state;

11 (i) to carry out and enforce all the provisions of this
12 Agreement.

13 Section 4.3. Restrictions on Exercise of Powers. The powers
14 of the Authority shall be exercised in the manner provided in the
15 Act shall be subject (in accordance with Section 6509 of the Act)
16 to the restrictions upon the manner of exercising such powers that
17 are imposed upon the city of Riverbank in the exercise of similar
18 powers.

19 Section 4.4. Obligations of Authority. The debts,
20 liabilities and obligations of the Authority shall not be the
21 debts, liabilities and obligations of either of the Agencies.

22 ARTICLE V - METHODS OF PROCEDURE: CAPITAL COSTS

23 Section 5.1. Assumption of Responsibilities by the Authority.
24 As soon as practicable after the date of this Agreement, the
25 respective Agencies shall appoint the members of the commission and
26 the city administrator of Oakdale shall give notice (in the manner

1 required by Section 2.5) of the organizational meeting of the
2 Commission. At said meeting the Commission shall provide for its
3 regular meetings as required by Section 2.5 and elect a chairman
4 and vice-chairman, and appoint a secretary and designate which
5 director of finance and which treasurer will act as controller and
6 treasurer for the Authority.

7 Section 5.2. Delegation of Powers: Transfer of Records,
8 Accounts, Funds and Property. Each of the Agencies hereby
9 delegates to the Authority the power and duty to maintain, operate,
10 manage and control all of the transportation facilities, equipment,
11 resources and property of each of the respective Agencies within
12 their territorial jurisdiction, including without limitation all
13 land, buildings, transportation equipment to provide continued
14 efficient, economical transportation services to the area which
15 relate to the providing of transportation services.

16 Section 5.3. Joint Transportation Maintenance and Operation
17 Fund. The Commission shall create a joint transportation
18 maintenance and operation fund herein called the "Operating Fund."
19 Upon the organization of the Commission, the Authority shall assume
20 responsibility for the maintenance and operation of and shall
21 maintain and operate the joint facilities and shall maintain the
22 operating fund and shall pay all administrative expenses of the
23 Authority and all maintenance and operation costs of the joint
24 facilities from said fund. Each of the Agencies shall pay into
25 said fund its proportionate share of the maintenance and operation
26 costs of the joint facilities, computed on the basis set forth in

1 Section 6.3 of this Agreement.

2 **ARTICLE IV - BUDGET: MAINTENANCE AND OPERATION**

3 **COSTS: OTHER COSTS**

4 Section 6.1. Annual Budget. The Commission shall adopt a
5 budget for maintenance and operation costs, capital costs, costs of
6 special services, annually prior to May 1st of each year, beginning
7 in May, 1994. The budget for the fiscal year 1993-94 shall be
8 approved by each Agency and provided to the Commission at its
9 organizational meeting.

10 Section 6.2. Records and Accounts. The Authority shall cause
11 to be kept accurate and correct books of account, showing in detail
12 the capital costs, costs of special services and maintenance and
13 operation costs of the joint facilities and all financial
14 transactions of the Agencies relating to the joint facilities,
15 which books of account shall correctly show any receipts and also
16 any costs, expenses or charges paid or to be paid by each of the
17 Agencies hereunder. Said books and records shall be open to
18 inspections at all times during normal business hours by any
19 representative of either Agency, or by any accountant or other
20 person authorized by either Agency to inspect said books or
21 records. The controller shall, in accordance with Section 6505 of
22 the Law, cause the books of account and other financial records of
23 the Authority to be audited annually by an independent public
24 accountant or certified public accountant.

25 Section 6.3. Allocation of Expenses; Generally. After
26 adoption of the annual budget prior to May 1st of each year

1 including the budget for 1993-94 pursuant to Section 6.1, the
2 Authority shall furnish to each of the Agencies an estimate of the
3 total annual maintenance and operation costs, capital costs, costs
4 of special services. The proportion thereof shall be borne equally
5 between each of the Agencies unless otherwise agreed upon by them
6 on or before May 1st of each year.

7 Section 6.4. Payment of Costs. Beginning on July 1, 1994,
8 each of the Agencies agrees to pay the Authority its allocated
9 share of the total estimated annual costs and expenses of the
10 Authority in four (4) equal installments payable on or before the
11 last day of September, December, March and June of each fiscal
12 year. The Authority shall submit to each of the Agencies a final
13 detailed statement of the final costs and expenses were allocated,
14 within three (3) months after the close of each fiscal year,
15 whereupon final adjustments of debits and credits shall be made by
16 the Authority. If the amount of any allocated share of any
17 estimated item of expense due from either Agency was less than the
18 final allocation of such item to such Agency, such Agency shall
19 forthwith pay the difference to the Authority. If the amount of
20 any allocated share of any estimated items of expense due from
21 either Agency was in excess of the final allocation of such item to
22 such Agency, the Authority shall credit such excess to the
23 appropriate account of such Agency.

24 Section 6.6. Sources of Funds. Each Agency shall provide the
25 funds required to be paid by it to the Authority under this
26 Agreement from any source of funds legally available to such Agency

1 for such purpose.

2 **ARTICLE VII - OWNERSHIP; ENFORCEMENT**

3 Section 7.1. Enforcement by Authority. The Authority is
4 hereby authorized to take any or all legal or equitable actions,
5 including but not limited to injunction and specific performance,
6 necessary or permitted by law to enforce this Agreement.

7 **ARTICLE VIII - TERMINATION**

8 Section 8.1. Termination. This Agreement shall continue
9 until terminated by either party in the manner hereinafter
10 provided.

11 Section 8.2. Effective Dates of Termination. Such
12 termination shall not become effective until the June 30th next
13 succeeding 12 months following the giving of written notice of
14 termination by either party to the other in the manner provided in
15 Section 9.1.

16 Section 8.3. Disposition of Assets. Upon the termination of
17 this Agreement, any assets acquired by the Authority during the
18 period of its existence and still on hand shall be distributed to
19 the Agencies in the manner to be determined by mutual agreement at
20 the time of termination on the basis of appraised value at the time
21 of termination.

22 **ARTICLE IX - MISCELLANEOUS PROVISIONS**

23 Section 9.1. Notices. Notices hereunder shall be in writing
24 and shall be sufficient if delivered to:

25 Riverbank - City Manager, City of Riverbank
26 6707 Third Street, Riverbank CA 95367

1 Oakdale - City Administrator, City of Oakdale
2 280 N. 3rd Avenue, Oakdale, CA 95361

3 Section 9.2. Section Headings. All section headings in this
4 Agreement are for convenience of reference only and are not to be
5 construed as modifying or governing the language in the section
6 referred to or to define or limit the scope of any provision of
7 this Agreement.

8 Section 9.3. Consent. Whenever in this Agreement any consent
9 or approval is required, the same shall not be unreasonably
10 withheld.

11 Section. 9.4. Law Governing. This Agreement is made in the
12 State under the constitution and laws of the State and is to be so
13 construed.

14 Section 9.5. Amendments. This Agreement may be amended at
15 any time, or from time to time, except as limited by contract with
16 the holders of bonds issued by the Authority or by applicable
17 regulations or laws of any jurisdiction having authority, by one or
18 more supplemental agreements executed by the Agencies either as
19 required in order to carry out any of the provisions of this
20 Agreement or for any other purpose, including without limitation
21 addition of new parties (including any legal entities or taxing
22 areas heretofore or hereafter created) in pursuance of this
23 purposes of this Agreement.

24 Section 9.6. Severability. Should any part, term or
25 provision of this Agreement be decided by the courts to be illegal
26 or in conflict with any law of the State, or otherwise be rendered

unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.7. Successor. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Agencies. Neither Agency may assign any right or obligation hereunder without the written consent of the other Agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

Dated: October _____, 1993

CITY OF RIVERBANK

By Noel Price
NOEL PRICE, Mayor

CITY OF OAKDALE

By Elmo Garcia
ELMO GARCIA, Mayor