



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



AGENDA

MONDAY, APRIL 23, 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

None

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.

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 April 9, 2012, Regular City Council Minutes.

Item 3.C: **Resolution** to Adopt Warrant Registers for 04/05/2012 and 04/12/2012.

Recommendation: Approve Consent Calendar by roll call vote.

4. UNFINISHED BUSINESS

Item 4.1: **Ordinance** Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions, of the City of Riverbank Code of Ordinances (**Second Reading by Title only and Adoption**).

Recommendation: Second reading by title only and adoption of **Ordinance No. 2012-001**.

5. PUBLIC HEARINGS: None.

6. NEW BUSINESS

Item 6.1: Fiesta Riverbank Special Event Request.

Recommendation: City Council to review the Fiesta Riverbank special event request and provide direction.

Item 6.2: Valley Art Association Carriage Art Show Special Event Request.

Recommendation: City Council to review the Valley Art Association Carriage Art Show special event request and provide direction.

Item 6.3: **Administrative Support for the Designated Local Authority** of the former Riverbank Redevelopment Agency.

Recommendation: Authorize the City Manager to provide administrative support to the Designated Local Authority (DLA) of the former Riverbank Redevelopment Agency and to negotiate an agreement to provide professional administrative services to the DLA on an as-needed basis with provisions that the City would be reimbursed for the cost of providing the services.

Item 6.4: Reconsider Appointing Members to the Oversight Board of the Designated Local Authority.

Recommendation: City Council direction is requested.

Item 6.5: Request for City Council Direction to the City's StanCOG Representative Regarding Stanislaus County Transportation Services.

Recommendation: Provide comment to Councilmember O'Brien, the City Council's Representative to the StanCOG Board, regarding the County Transit Scenarios for Bus/Dial-a-Ride services currently under consideration by the StanCOG Transportation Subcommittee.

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
Riverbank Miscellaneous Employees/Mid-Management Bargaining Unit
Negotiator: Jill Anderson, City Manager

Recommendation: Council to give direction to Staff.

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code § 54956.9(a)

Case: Danise Huey v. City of Riverbank

Stanislaus Court Case No. 664604

Recommendation: Council to give direction to Staff.**Item 8.3: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code § 54956.9(a)

Case: City of Riverbank v. County of Tuolumne, Jack and Tricia Gardella, and Resources Exploration and Drilling, LLC, *Real Parties in Interest*.

Sacramento County Superior Court No. 34-2011-80000950

Recommendation: Council to give direction to Staff.**9. REPORT FROM CLOSED SESSION****Item 9.1:** Report out on Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS****Item 9.2:** Report out on Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION****Item 9.3:** Report out on Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION****ADJOURNMENT****UPCOMING EVENTS:**

APRIL 27 (FRI.)	▪ “Sip and Stroll” Community Fundraiser - downtown Plaza Del Rio Park from 5:30 pm to 8:30 pm
APRIL 28 (SAT.)	▪ Beyond Earth Day – Jacob Myers Park from 10:00 a.m. to 4:00 p.m.
MAY 10 (Thurs.)	▪ Budget Advisory Committee Meeting – City Council Chambers at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Dated this 18th day of April, 2012

Annabelle Aguilar, CMC, Deputy 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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 23, 2012
Subject/ Title:	Waiver of Readings
Submitted by:	Annabelle Aguilar, CMC, Deputy City Clerk

RECOMMENDATION:

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.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date: April 23, 2012

Subject/ Title: Approval of the April 9 2012, Regular City Council Minutes

Submitted by: Annabelle Aguilar, CMC, Deputy City Clerk

City Manager Approval: _____

RECOMMENDATION:

Approve the Regular City Council Meeting Minutes.

SUMMARY:

The Draft Minutes of the April 9, 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. April 9, 2012, Minutes



**CITY OF RIVERBANK
CITY COUNCIL
MINUTES
MONDAY, APRIL 9, 2012**

CALL TO ORDER:

The City Council of the City of Riverbank met this date in a regular session at 12:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor Madueño presiding.

FLAG SALUTE: Mayor Virginia Madueño

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.

No one spoke.

1. PRESENTATIONS

Item 1.1: Proclamation Declaring April 8-14, 2012, as National Library Week in Stanislaus County.

Mayor Madueno read the proclamation. Riverbank Library Branch Manager, Vickie Holt Angulo, received the proclamation and provided an update on the library activities funded through the 1/8 cent sales tax.

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.

Wendy Miller, Riverbank, spoke in regards to being part of a group that started to care for unsprayed and neutered cats and through Alley Cat Guardian out of Modesto they have spayed, neutered, and vaccinated 275 animals, they have kept the cat colony population down to a dozen at Jacob Myers Park, and in response to community requests for help, they are addressing other cat colonies throughout Riverbank and the surrounding areas. She stated that they are interested in providing a long-term plan to create a temporary holding facility/adoption center to save animals from going to shelters.

Charles Neal spoke in regards to the use of System Development Fees Fund 145 and the need for Council to locate the \$296,000 that remains unaccounted for.

Chris Alswick, Riverbank Rotary Club, announced the third annual downtown "Sip and Stroll" community fundraiser event scheduled on Friday, April 27 from 5:30 to 8:30 at the downtown Plaza Del Rio. Proceeds have been used to fund their Relay for Life team and they have also purchased new barbeque (grills) for Jacob Myers Park.

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: Clerk's Report of Posting. The agenda for the regular April 9, 2012, City Council meeting was posted on the City Chamber bulletin board on April 4, 2012.

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

Item 3.C: Approval of the March 26, 2012, regular City Council Minutes.

Item 3.D: **Resolution No. 2012-024** to Adopt Warrant Registers for 03/22/2012 and 03/29/2012.

Item 3.E: **Resolution No. 2012-025** Authorizing the Execution of a Master Agreement with Pacific Gas & Electric for the Energy Saving LED Street Light Project.

Recommendation: Approve Consent Calendar by roll call vote.

Reference Item 3.D: Councilmember O'Brien inquired about the expenditure for Volvo Rents and Kutak Rock LLP. Marisela Hernandez, Finance Director, stated the City rents generators and purchases various equipment from Volvo; this was an equipment purchase which Council approved. She stated that Kutak Rock LLP was the (legal) firm that the Local Redevelopment Authority works with and is not paid from the General Fund.

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

ABSENT: Councilmember White

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARINGS

Item 5.1: Ordinance Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions of the City of Riverbank Code of Ordinances. **(First Reading and Introduction by Title).**

Recommendation: Conduct the public hearing and approve the first reading of the ordinance amending Title XI: Chapter 110: Section 110.08 by roll call vote to exempt City contract class providers from the business license requirement.

Jill Anderson, City Manager, opened the item for discussion explaining the need for the amendment. Marisela Hernandez, Finance Director, presented the staff report explaining the changes requested.

Mayor Madueño opened the Public Hearing at 12:25 p.m.

- *Mr. Charles Neal spoke in support of having non-profit organizations exempt from the License Fee of \$50 and asked that it be clarified in the Municipal Code, referring to Section 110.18(2)(B), Section 110.08(G) currently before Council, and the section of the Municipal Code (Section 92.10) that refers to fireworks booths. He stated that non-profits have been required to pay the \$50 licensing fee of which he has received reimbursement. Ms. Hernandez suggested the reconciliation of the ordinances in regards to the fireworks booths be addressed at a later time and that staff is actively researching the charges made in the past.*

Mayor Madueño closed the Public Hearing at 12:30 p.m.

Council and Staff discussed the item.

ACTION: *By motion (Nygard / Tucker / passed 4-0) to approve the first reading and introduction of the Ordinance Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions of the City of Riverbank Code of Ordinances as presented; motion carried by unanimous roll call vote.*
ABSENT: Councilmember White

6. NEW BUSINESS: **None.**

MAYOR MADUEÑO RECESSED THE CITY COUNCIL MEETING TO THE LOCAL REDEVELOPMENT AUTHORITY MEETING AT 12:34 P.M.

MAYOR MADUEÑO RECONVENED THE CITY COUNCIL MEETING AT 1:40 P.M.

7. COMMENTS

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

Jill Anderson, City Manager, spoke in regards to: 1) attending the recent Designated Local Redevelopment Authority meeting at which time the Board requested that the City reconsider its position in regards to appointing members to that committee and to providing administrative support which will be presented to Council at a later date after further consultation and research, and 2) having a great day at the Easter Egg Hunt and enjoying the park.

Sue Fitzpatrick, Parks and Recreation Director, spoke in regards to: 1) the Easter Egg Hunt had approximately 300 people in attendance and was a successful event; 2) the Sunrise Service at Jacob Myers Park was also a successful event; 3) the new park hosts stepping right into their roles during the Easter weekend; 4) the park aid attending to approximately 120 bags of garbage over the weekend which may be a sign of a busy summer ahead and that staff is preparing for it; and 5) the Beyond Earth Day event is scheduled on April 28 from 10:00 a.m. to 4:00 p.m. at Jacob Myers Park with an added activity of kayak rides.

Marisela Hernandez, Finance Director, announced the next Budget Advisory Committee meeting is scheduled on Monday, April 16 at 6:00 p.m. in the Council Chambers and the

topic of discussion is the Development Services budget including the enterprise funds, sewer and water.

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

Councilmember Tucker commended Wendy Miller, Lisa Martinez and their group for the tremendous work (assisting with the feral cat colonies and other small animals) they have done in the community and stated that she would like to have the issues raised by Ms. Miller be brought before Council.

Councilmember O'Brien reassured everyone that Council took all [public] comments very serious. He spoke in regards to: 1) the City and County of Los Angeles being sued for their T&R (Trap and Release) program which required them to stop the program; 2) according to comments heard, removing the food source and the animals would prevent a reoccurrence of colonies; 3) the City perhaps should have conducted an environmental impact review like Los Angeles in consideration of the approval of the feral cat issue at Jacob Myers Park; and 4) looking forward to discussions on these issues and to the April 16th meeting.

Vice Mayor Nygard spoke in regards to: 1) commending Ms. Miller and Ms. Martinez for their unselfish contributions to the community in addressing the cat colony issues in a humane and compassionate manner which maintains the health and safety of the community and proper maintenance of the animals; 2) having staff present practices to Council that have been implemented by other areas more compatible to Riverbank in dealing with the issues, Los Angeles differs in many ways, and the T&R program is the most human method; 3) communities needing to strive for programs that address the issues in the most compassionate and most realistic manner allowing for all living creatures to live together; 4) Beyond Earth Day is scheduled on April 28th which is offering several different activities including conservation and energy saving opportunities; and 5) she hoped everyone had a fun and joyous Easter.

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

Mayor Madueño spoke in regards to: 1) commending Ms. Miller's and Ms. Martinez's commitment and compassion in attending to the cat colonies by expending over \$8,000; 2) staff researching the existence of a Municipal Code on the issue and consider addressing these issues to ensure uniformity of handling the matters; Ms. Anderson stated that after meeting with Ms. Miller and Ms. Martinez staff will return to Council with a proposed policy after further research, taking into consideration a holistic approach; 3) reminding everyone that she is taking notes and paying attention to those who are speaking; 4) commending the Riverbank Unified School District for a fantastic read-a-thon event last

Friday; 5) kudos to the new business "Cobblestone Bakery" who will be expanding their menu and to J.D. Hightower and his staff for assisting the owners; and 6) she will be providing an update on the Mayors' meeting and Vice Mayor Nygard will be presenting a countywide "Get Fit" campaign.

MAYOR MADUEÑO ANNOUNCED THE CLOSED SESSION ITEM AND RECESSED TO CLOSED SESSION AT 1:50 P.M.

8. CLOSED SESSION

Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Recommendation: Council to give direction to Staff.

MAYOR MADUEÑO RECONVENED THE CITY COUNCIL MEETING AT 2:30:13 P.M.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report out on Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Action: *Direction was given to Legal Counsel.*

ADJOURNMENT

There being no further business, Mayor Madueño adjourned the meeting at 2:30:19 p.m.

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
Deputy City Clerk

Virginia Madueño
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date: April 23, 2012

Subject/ Title: **Resolution** to Adopt Warrant Register for 04/05/2012 and 04/12/2012.

Submitted by: Marisela Hernandez, Finance Director

City Manager Approval:_____

RECOMMENDATION:

Approve the Resolution adopting the Warrant Register.

SUMMARY:

The Warrant Register presented to the City Council is a listing of all expenditures paid during the weeks ending 04/06/2012 and 04/13/2012. Major expenditures presented on the warrant registers include the following:

04/05/2012 Warrant

Vendor	Funding Source	Amount
John Lopes Electric: Replacement of Stolen Copper Wire	L&L	\$13,150.00
Wonderware: Backflow System Admin Fee	Water	\$2,517.59

04/12/2012 Warrant

Vendor	Funding Source	Amount
AECOM: Low Impact Development Study	Grant Funds	\$18,836.85
DL White Law Group: LRA Legal Services	LRA	\$1,120.00
Escalon Body & Frame: Repairs to City Vehicle	Risk Mgmt.	\$6,700.40
Dotty Nygard: 2011 Farmers Market Reimbursement	Farmers Market	\$1,700.50
Rolfe Construction: Rehab of Central Ave Storm & Water Lines	Sys. Dev. Fee	\$217,679.40

FINANCIAL IMPACT:

Reductions in various funds for payments of expenses.

ATTACHMENTS: (List attachments in order of placement)

1. Resolution
2. Warrant Registers: 04/05/2012 & 04/12/2012

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE WARRANT REGISTER FOR THE CITY OF RIVERBANK.**

WHEREAS, I, Marisela Hernandez, being duly sworn, do hereby certify and declare that I have authorized the demands as enumerated and referred to in the foregoing Warrant Register and that the same are accurate and are just claims against the City of Riverbank, and there are funds available for payment thereof in the City Treasury.

Marisela Hernandez
Finance Director

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of April 2012; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Virginia Madueño
Mayor

ATTEST:

Katie Lemons, Interim City Clerk

Attachment: Warrant Registers: 04/05/2012 & 04/12/2012

VENDOR APPROVAL SUMMARY REPORT

Date: 4/5/2012
10:21:21AM

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>
36879	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		152.69
36879	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		152.69
36879	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		152.68
						458.06
36880	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		46.75
36880	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						78.50
36881	125-448.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		37.46
36881	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		37.46
36881	125-448.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		37.47
36881	197-439.000-704.021	01897	AT & T MOBILITY	COMMUNICATIONS		84.04
36881	197-439.000-704.021	01897	AT & T MOBILITY	COMMUNICATIONS		84.03
36881	125-448.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.52
36881	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.52
36881	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.52
36881	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.53
36881	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.52
36881	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		73.73
36881	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		73.73
36881	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		73.74
36881	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		73.75
						688.02
36882	101-407.000-704.022	39025	AT&T	COMMUNICATIONS		324.67
						324.67
36883	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		16.44
36883	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		10.39
36883	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.51
36883	125-448.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.29
36883	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		15.76
						75.39
36884	101-408.000-702.032	99347	CALIFORNIA C.A.D. SOLUTIO	DATA UPDATING		625.00

VENDOR APPROVAL SUMMARY REPORT

Date: 4/5/2012
10:21:21AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						625.00
36885	118-000.000-200.150	99840	CALTON/ALICE//	DEPOSIT REFUND		125.00
						125.00
36886	101-000.000-450.000	104877	COMMUNITY PRAISE TABE	REFUND OF BOOTH CHARGE		50.00
						50.00
36887	101-414.000-706.038	101118	CPRS	EDUCATION & TRAINING		1,240.00
						1,240.00
36888	114-000.000-200.171	104872	DC CONSTRUCTION GROUP I	DEPOSIT REFUND		60.00
36888	114-000.000-200.170	104872	DC CONSTRUCTION GROUP I	OVERPAYMENT REFUND		371.62
						431.62
36889	106-424.000-702.056	70024	DEPT. OF HOUSING & COMM.	APPRAISAL		140.00
						140.00
36890	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL		202.18
						202.18
36891	114-433.000-703.024	13300	FEDEX	POSTAGE		39.50
						39.50
36892	118-000.000-672.005	104873	FREAR/ANJEL//	DEPOSIT REFUND		50.00
						50.00
36893	101-000.000-200.155	104831	GARCIA/TRAE//	RETURN OF EVIDENCE		131.00
						131.00
36894	101-000.000-200.160	17801	GILTON SOLID WASTE MGMT	REFUSE SERVICES		190,051.71
						190,051.71
36895	206-474.000-707.085	10028	GIULIANI & KULL, INC.	CENTRAL,PATTERSON, CALI P		8,287.50
						8,287.50
36896	106-424.000-706.036	17950	GROENIGER #1423	RENEWAL FEES		62.28
						62.28
36897	179-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
36897	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		2,650.00
36897	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		1,025.00

VENDOR APPROVAL SUMMARY REPORT

Date: 4/5/2012
10:21:21AM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
36897	177-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		200.00
36897	178-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
36897	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
36897	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		625.00
36897	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		11,083.00
36897	172-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		425.00
36897	171-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		300.00
36897	101-414.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		8,040.00
						24,498.00
36898	118-441.000-706.035	104013	HUB INTERNATIONAL INSUR	RENTAL INSURANCE		126.02
						126.02
36899	220-590.000-702.037	104369	JOHN LOPES ELECTRIC	STREET LIGHT REPAIR		13,150.00
						13,150.00
36900	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		89.00
36900	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		22.25
36900	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		38.66
36900	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		46.49
						196.40
36901	118-000.000-200.150	103905	LOPEZ/ROSA//	DEPOSIT REFUND		200.00
						200.00
36902	114-433.000-702.031	104874	MAIL DEPOT	POSTAGE & SHIPPING FEES		137.08
						137.08
36903	220-590.000-704.021	32627	MID	UTILITIES		177.98
						177.98
36904	101-407.000-706.073	104633	MISSION UNIFORM SERVICE	CLEANING SERVICE		161.25
						161.25
36905	213-597.042-702.053	32615	MO - CAL	COPY COUNT		133.96
36905	118-441.000-706.026	32615	MO - CAL	COPY COUNT		142.58
36905	101-414.000-702.031	32615	MO - CAL	COPY COUNT		142.58
						419.12

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36906	134-459.000-706.065	32620	MODESTO BEE	ADVERTISEMENT		1,766.16
						1,766.16
36907	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		711.15
36907	119-442.000-706.028	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		96.14
36907	114-433.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		18.87
						826.16
36908	102-418.000-706.029	103257	OAKDALE LOCKSMITH	BUILDING MAINTENANCE		5.37
						5.37
36909	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		6.48
36909	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		18.78
36909	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		33.83
36909	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		267.54
36909	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		210.58
						537.21
36910	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK FEE		450.00
36910	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK FEE		225.00
36910	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK FEE		513.94
36910	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK FEE		450.00
						1,638.94
36911	114-433.000-702.030	48850	RESOURCE BUILDING MATER	BUILDING MAINTENANCE		22.52
36911	210-467.000-707.002	48850	RESOURCE BUILDING MATER	BUILDING MAINTENANCE		948.84
						971.36
36912	114-000.000-200.171	104351	RIVER NEW A, LLC	DEPOSIT REFUND		60.00
						60.00
36913	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		2,292.39
36913	102-418.000-702.030	46820	SAFE T LITE	EQUIPMENT MAINTENANCE		38.86
36913	119-442.000-705.040	46820	SAFE T LITE	VEHICLE MAINTENANCE		2.13
						2,333.38
36914	114-000.000-200.171	104875	SAMRA/AMARJIT//	DEPOSIT REFUND		2.47
						2.47

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36915	197-439.000-702.053	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		6,821.95
36915	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		38,606.81
						45,428.76
36916	101-414.000-706.079	104876	SAVARESE/CHARLES//	LAUNDRY & CELL PHONE ST		70.00
						70.00
36917	101-409.000-702.034	102745	STANISLAUS CO. SHERIFF'S D	VEHICLE MILEAGE - FEB 20		10,397.95
36917	126-449.000-706.029	102745	STANISLAUS CO. SHERIFF'S D	MOTORCYCLE LEASE - MAR		725.95
						11,123.90
36918	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	ADMINISTRATIVE FEE		344.70
						344.70
36919	114-433.000-703.024	53335	UNITED STATES POST OFFIC	FIRST CLASS PRESORT		63.33
36919	101-403.000-703.024	53335	UNITED STATES POST OFFIC	FIRST CLASS PRESORT		63.33
36919	106-423.000-703.024	53335	UNITED STATES POST OFFIC	FIRST CLASS PRESORT		63.34
						190.00
36920	101-409.000-702.031	11011	US BANCORP	LANIER COPIER		311.39
36920	118-441.000-706.026	11011	US BANCORP	LANIER COPIER		60.39
36920	101-414.000-702.031	11011	US BANCORP	LANIER COPIER		60.40
36920	213-597.042-702.053	11011	US BANCORP	LANIER COPIER		120.80
						552.98
36921	106-424.000-706.029	57250	WARDEN'S	OFFICE SUPPLIES		3,193.49
						3,193.49
36922	106-424.000-706.028	37515	WFCB-OSH COMMERCIAL S	SMALL TOOLS		44.74
						44.74
36923	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		578.27
36923	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		236.20
36923	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		186.65
36923	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		281.32
36923	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		224.21
36923	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		181.42
36923	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		173.49

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36923	156-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT DIS		515.78
36923	170-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT DIS		447.46
36923	170-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	FY 11/12 PHASE 1		31.35
36923	156-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	FY 11/12 PHASE 1		41.80
						2,897.95
36924	114-433.000-702.032	10000259	WONDERWARE	MEMBERSHIP FEES		2,517.59
						2,517.59
36925	101-414.000-706.079	100680	WORKAMPER NEWS	ADVERTISEMENT		125.50
						125.50
CHECK RUN TOTAL						
						316,756.94

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36926	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
36926	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						63.50
36927	197-439.000-706.029	104430	ACME SCALE CO.	BUILDING MAINTENANCE		1,275.00
						1,275.00
36928	101-405.000-702.032	104272	AECOM INC.	LOW IMPACT DEVELOPMEN		18,836.85
						18,836.85
36929	114-000.000-200.170	104879	ALLEN/DAVID//	OVERPAYMENT REFUND		8.38
						8.38
36930	197-439.000-706.029	01700	ARAMARK UNIFORM SERV	UNIFORM CLEANING SERVI		192.55
						192.55
36931	106-424.000-706.026	99450	ARROWHEAD	BOTTLED WATER		94.47
						94.47
36932	114-000.000-200.170	102957	BARAJAS/RANDELL//	OVERPAYMENT REFUND		109.69
						109.69
36933	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICE		1.00
36933	106-424.000-706.029	103079	BAY ALARM COMPANY	ALARM SERVICE		245.00
						246.00
36934	101-411.000-702.034	100005	BJ'S CONSUMER'S CHOICE	PEST CONTROL		30.00
36934	106-424.000-706.029	100005	BJ'S CONSUMER'S CHOICE	PEST CONTROL		46.00
36934	101-407.000-702.032	100005	BJ'S CONSUMER'S CHOICE	PEST CONTROL		270.00
						346.00
36935	114-000.000-200.170	71016	CALIFORNIA PACIFIC BROKE	OVERPAYMENT REFUND		60.00
						60.00
36936	101-407.000-706.029	104880	CAPITOL DOOR SALES	BUILDING MAINTENANCE		76.63
						76.63
36937	197-439.000-706.029	103160	CDFA 90361	WEIGHMASTER RENEWAL		275.00
						275.00
36938	114-000.000-200.170	104393	CHO/HERBERT//	OVERPAYMENT REFUND		96.59

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						96.59
36939	136-000.000-010.005	104422	CITY OF RIVERBANK	RECONCILIATION OF TICKET		2,469.43
						2,469.43
36940	102-418.000-702.030	02002	DENAIR LUMBER COMPANY,	EQUIPMENT MAINTENANCE		11.27
36940	106-424.000-706.029	02002	DENAIR LUMBER COMPANY,	BUILDING MAINTENANCE		17.51
						28.78
36941	101-408.000-706.014	22045	DEPARTMENT OF JUSTICE	FINGERPRINT APPS		32.00
36941	118-441.000-702.032	22045	DEPARTMENT OF JUSTICE	FINGERPRINT APPS		96.00
						128.00
36942	101-401.000-706.033	03001	DESIGNS BY KAREN	FLORAL ARRANGEMENT		57.45
36942	101-401.000-706.033	03001	DESIGNS BY KAREN	FLORAL ARRANGEMENT		57.98
						115.43
36943	197-439.000-702.032	104609	DL WHITE LAW GROUP	LEGAL SERVICES		1,080.00
36943	197-439.000-702.032	104609	DL WHITE LAW GROUP	LEGAL SERVICES		40.00
						1,120.00
36944	119-442.000-705.040	95097	DON'S MOBILE GLASS	VEHICLE MAINTENANCE		215.00
						215.00
36945	114-000.000-200.170	104845	DOUNGLEMCHAN/SOMMAI//	OVERPAYMENT REFUND		60.00
						60.00
36946	101-414.000-706.036	99936	DOWDY/TIM//	TRAVEL ALLOWANCE		150.00
						150.00
36947	119-442.000-705.041	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL		1,470.62
						1,470.62
36948	138-461.000-707.003	100482	ESCALON BODY & FRAME	VEHICLE MAINTENANCE		6,700.40
						6,700.40
36949	106-424.000-702.032	13010	FAR WEST	WATER SAMPLES		1,703.00
36949	106-424.000-702.032	13010	FAR WEST	WATER SAMPLES		1,323.00
36949	197-439.000-706.029	13010	FAR WEST	WATER SAMPLES - LRA		945.00
						3,971.00

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36950	102-418.000-702.030	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		48.17
36950	114-433.000-702.030	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		48.17
36950	119-442.000-705.040	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		7.07
						103.41
36951	136-598.000-703.024	13300	FEDEX	POSTAGE		14.92
36951	101-413.000-702.032	13300	FEDEX	POSTAGE		24.51
						39.43
36952	114-000.000-200.170	104168	FIELD ASSET SERVICES	OVERPAYMENT REFUND		60.00
						60.00
36953	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICES		11,211.87
						11,211.87
36954	102-418.000-702.036	17801	GILTON SOLID WASTE MGMT	STREET SWEEPING - MARCH 2		6,919.96
36954	197-439.000-704.021	17801	GILTON SOLID WASTE MGMT	BIN SERVICE		83.35
						7,003.31
36955	177-590.000-702.037	100164	GRAINGER	STREET LIGHT REPAIR		403.78
36955	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		160.42
36955	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		300.64
						864.84
36956	106-423.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		431.33
						431.33
36957	114-433.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		52.91
36957	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		8.57
36957	101-414.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		869.88
36957	101-407.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		118.45
36957	101-414.000-703.028	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		91.71
36957	117-411.000-706.028	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		23.82
						1,165.34
36958	197-439.000-706.029	104510	HOUSTON CONTROL	BUILDING MAINTENANCE		8,521.90
36958	197-439.000-706.029	104510	HOUSTON CONTROL	BUILDING MAINTENANCE		4,340.00
						12,861.90

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36959	101-413.000-706.027	60007	HURST/JOHN//	BOOT & JACKET ALLOWANC		59.05
						59.05
36960	114-000.000-200.170	104881	INGRID/TAMO//	OVERPAYMENT REFUND		408.76
						408.76
36961	114-000.000-200.170	100109	INVESTMENT PROPERTY MG	OVERPAYMENT REFUND		28.68
						28.68
36962	106-424.000-702.032	81036	J L ANALYTICAL SERVICES, I	WATER SAMPLES		655.00
36962	106-424.000-702.032	81036	J L ANALYTICAL SERVICES, I	WATER SAMPLES		786.00
						1,441.00
36963	196-496.000-707.003	104794	JONES/DEBORAH//	REFUND		78.51
						78.51
36964	114-000.000-200.170	104256	JOSLIN REAL ESTATE	OVERPAYMENT REFUND		41.76
36964	114-000.000-200.170	104256	JOSLIN REAL ESTATE	OVERPAYMENT REFUND		128.59
						170.35
36965	206-474.000-707.085	99125	KLEINFELDER, INC.	CENTRAL AVE REHAB		280.00
36965	208-467.000-707.086	99125	KLEINFELDER, INC.	CENTRAL AVE REHAB		280.00
						560.00
36966	197-439.000-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES - LRA		18,908.82
						18,908.82
36967	118-000.000-675.090	104883	MAGANA/YOLANDA//	REFUND		25.00
						25.00
36968	197-439.000-706.035	104278	MARSH USA INC.	RENEWAL OF POLLUTION PO		56,113.28
						56,113.28
36969	101-414.000-706.036	101199	MCDANIEL/DAVID//	TRAVEL ALLOWANCE		150.00
						150.00
36970	106-424.000-704.021	32627	MID	UTILITIES		28,127.22
						28,127.22
36971	101-409.000-703.025	32615	MO - CAL	COPY COUNT		2,599.53
						2,599.53

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36972	101-402.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		181.28
36972	101-403.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		906.40
36972	101-405.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		362.56
36972	101-407.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		181.28
36972	101-408.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		906.40
36972	101-412.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		782.80
36972	101-413.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		362.56
36972	101-414.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		548.99
36972	102-418.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		543.84
36972	106-423.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		543.84
36972	106-424.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		543.84
36972	114-433.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		543.84
36972	117-411.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		181.28
36972	119-442.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		181.28
36972	125-448.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		362.56
36972	134-459.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		362.56
36972	136-598.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		140.08
36972	198-439.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		362.56
36972	213-438.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		181.28
						8,179.23
36973	114-000.000-200.170	104573	NATIONAL REAL ESTATE	OVERPAYMENT REFUND		122.98
						122.98
36974	114-000.000-200.170	104882	NELSON/ROGER//	OVERPAYMENT REFUND		40.00
						40.00
36975	148-469.000-703.025	104517	NYGARD/DOTTY//	REIMBURSEMENT		1,750.00
						1,750.00
36976	224-439.000-703.025	103187	OLSON/DEBBIE//	REIMBURSEMENT FOR VOID C		82.64
36976	198-439.500-706.037	103187	OLSON/DEBBIE//	TRAVEL REIMBURSEMENT		294.36
36976	197-439.000-706.037	103187	OLSON/DEBBIE//	TRAVEL REIMBURSEMENT		97.10
						474.10
36977	119-442.000-705.041	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8.60

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36977	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		87.09
36977	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		119.85
						215.54
36978	106-424.000-702.031	102848	PACIFIC MOBILE STRUCTURE	OFFICE RENTAL		488.56
						488.56
36979	101-403.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		129.58
36979	101-405.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		62.98
36979	101-408.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		73.98
36979	101-412.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		62.98
						329.52
36980	106-424.000-706.029	10000115	RADIO SHACK CORPORATIO	BUILDING MAINTENANCE		87.29
						87.29
36981	119-442.000-705.040	44290	RAY'S RADIO SHOP	RADIO MAINTENANCE		132.00
						132.00
36982	102-418.000-702.032	104483	REVEL ENVIRONMENTAL	PROFESSIONAL SERVICES		1,400.00
						1,400.00
36983	206-474.000-707.085	104813	ROLFE CONSTRUCTION	CENTRAL AVE REHAB		34,360.20
36983	208-467.000-707.086	104813	ROLFE CONSTRUCTION	CENTRAL AVE REHAB		103,651.20
36983	206-474.000-707.085	104813	ROLFE CONSTRUCTION	CENTRAL AVE REHAB		45,693.00
36983	208-467.000-707.086	104813	ROLFE CONSTRUCTION	CENTRAL AVE REHAB		33,975.00
						217,679.40
36984	114-000.000-200.170	99822	SANCHEZ/SAUL//	OVERPAYMENT REFUND		62.42
						62.42
36985	136-000.000-673.010	99298	STANISLAUS CO. PUBLIC WO	RECONCILIATION OF TICKET		148.50
						148.50
36986	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		797.50
						797.50
36987	101-412.000-703.025	103349	STAPLES BUSINESS ADVANTA	OFFICE SUPPLIES		93.98
36987	101-406.000-703.025	103349	STAPLES BUSINESS ADVANTA	OFFICE SUPPLIES		93.98
36987	101-405.000-703.025	103349	STAPLES BUSINESS ADVANTA	OFFICE SUPPLIES		93.98

Page: 7

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36987	101-403.000-703.025	103349	STAPLES BUSINESS ADVANTA	OFFICE SUPPLIES		93.99
36987	117-411.000-703.025	103349	STAPLES BUSINESS ADVANTA	OFFICE SUPPLIES		93.99
						469.92
36988	106-424.000-702.030	100120	TILBURY AUTO PARTS	EQUIPMENT MAINTENANCE		131.36
						131.36
36989	101-409.000-706.026	104032	VELDSTRA/ALBERT//	ADMINISTRATIVE HEARING		40.00
						40.00
36990	210-467.000-707.002	10167	WESTURF NURSERY	LANDSCAPING		974.25
						974.25
36991	101-412.000-706.038	103661	YOSEMITE CHAPTER ICC	EDUCATION & TRAINING		120.00
36991	101-405.000-706.037	103661	YOSEMITE CHAPTER ICC	EDUCATION & TRAINING		120.00
						240.00
CHECK RUN TOTAL						414,283.52

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: April 23, 2012

Subject/ Title: **Ordinance No. 2012-001** Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions, of the City of Riverbank Code of Ordinances (**Second Reading by Title only and Adoption**)

Submitted by: Annabelle Aguilar, CMC, Deputy City Clerk

City Manager Approval: _____

RECOMMENDATION:

Second reading by title only and adoption of **Ordinance No. 2012-001**.

SUMMARY:

Ordinance No. 2012-001 was introduced by title only and given its first reading at the April 9, 2012, regular City Council meeting. A public hearing was conducted and after discussion of the item, motion was made by Vice Mayor Nygard, second by Councilmember Tucker, to approve a second reading of the Ordinance by title only and consider its adoption at the next regular City Council meeting.

FINANCIAL IMPACT:

No financial impact.

ATTACHMENT:

1. Ordinance No. 2012-001

CITY OF RIVERBANK

ORDINANCE NO. 2012-001

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AMENDING TITLE XI: BUSINESS REGULATIONS, CHAPTER 110: BUSINESS
LICENSE TAX, SECTION 110.08 EXCEPTIONS, OF THE CITY OF RIVERBANK
CODE OF ORDINANCES**

The City Council of the City of Riverbank does hereby ordain as follows:

Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions, of the Riverbank City Code shall be amended to read as follows:

§ 110.08 Exceptions

(A) Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or the State from the payment of such taxes as are herein prescribed.

(B) Any person claiming an exemption pursuant to this section shall file a sworn statement with the Collector stating the facts upon which exemption is claimed, and in the absence of such statement substantiating the claim, such person shall be liable for the payment of the taxes imposed by this chapter.

(C) The Collector shall, upon a proper showing contained in the sworn statement, issue a license to such person claiming exemption under this section without payment to the city of the license tax required by this chapter.

(D) The Collector, after giving notice and a reasonable opportunity for a hearing to a licensee, may revoke any license granted pursuant to the provision of this section upon information that the licensee is not entitled to the exemption as provided herein.

(E) Persons engaged in the rental of real property, provided that the average monthly gross receipts from all rentals does not exceed \$1,000 and that the number of rental units does not exceed ten, shall also be exempt.

(F) Any public utility possessing a franchise granted by the city, and making an annual payment under such franchise, shall not be subject to the provisions of this chapter.

(G) The City Council may exempt a nonprofit corporation, association, club or society, from the payment of the license tax, upon showing of good cause.

(H) Independent contractors retained by the City for the express purpose of providing recreational services and programs on behalf of the City Parks & Recreation Department, shall also be exempt.

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on April 9, 2012. Said ordinance was given a second reading at a regular meeting of said Council on April 23, 2012 and Council member _____ seconded by Councilmember _____, moved the adoption of said ordinance and upon roll call was carried by the following ____ vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Katie Lemons
Interim City Clerk

Virginia Madueño
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: April 23, 2012

Subject/ Title: Fiesta Riverbank Special Event Request

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation
Annabelle Aguilar, CMC, Deputy City Clerk

City Manager Approval: _____

RECOMMENDATION:

City Council to review the Fiesta Riverbank special event request and provide direction.

SUMMARY:

The Riverbank Chamber of Commerce sponsors or co-sponsors several public events to enrich the community experience. In its efforts to continue that experience, the Chamber has submitted a request to hold the Third Annual Fiesta Riverbank event in the downtown area.

This event begins on Friday, June 8, 2012, with the Queen Ball at the Riverbank Community Center from 7:00 p.m. to 11:00 p.m. and will continue with the actual Fiesta Riverbank on Saturday, June 9th at the Plaza Del Rio Park and downtown Riverbank area from 3:00 p.m. to 10:00 p.m. The event offers music, arts and crafts vendors, food vendors, and the coronation of Miss Fiesta Riverbank. Event plans include obtaining an ABC license to serve alcohol on June 9th and to close the streets at Third Street between Topeka and Stanislaus and Santa Fe between 2nd and 4th Street. The Chamber will provide the required insurance coverage for both the Queen Ball and the Fiesta Riverbank event.

The benefit of the City to co-sponsor the event is to reinforce our civic partnership with the Chamber of Commerce and contribute to the community spirit and enhance the opportunities for downtown businesses.

The Chamber is requesting that the City be a General Co-Sponsor and waive all fees for the rental of the Community Center and Plaza Del Rio Park, the street closure costs, and noise permit fee. In addition, they request to split the cost for the security of the Queen Ball event.

FINANCIAL IMPACT:

The financial impact by waiving the fees for the Community Center rental would be the revenue of \$400; the wavier of custodial fees, site monitor fees and half of the security fees would cost the City \$250.

The wavier of fees for the Fiesta Riverbank event which would include the noise permit the Plaza Del Rio rental, and Park Aide services would be \$150. The Barricade placement could be done by trained, part time Park Aides at a cost of \$100.

Total direct impact to the general fund would be \$500 of which a transfer of funds would need to be made into the proper accounts to cover this expense due to not previously having these costs budgeted.

ATTACHMENTS:

1. Map of Street Closure

City of Riverbank

PLAZA DEL RIO
Road Closure form:

NAME: _____

DATE OF EVENT: _____

TIME OF CLOSURE: _____ Sent to PW
(Cheryl & Darrell)

Roads

Abc **Street Names**

— **Street Centerlines**

□ **Parcels**

■ ... ■ **City Boundaries**

■ CERES

■ HUGHSON

■ MODESTO

■ NEWMAN

■ OAKDALE

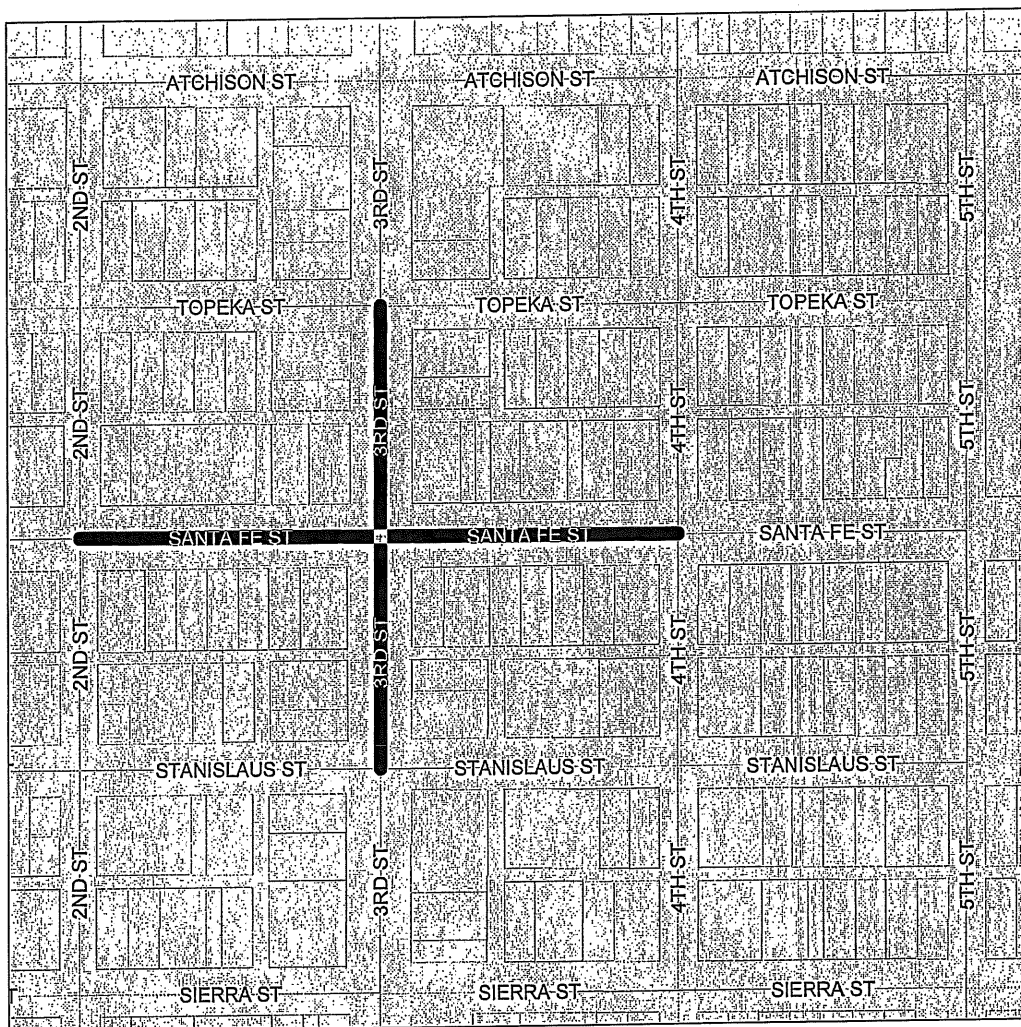
■ PATTERSON

■ RIVERBANK

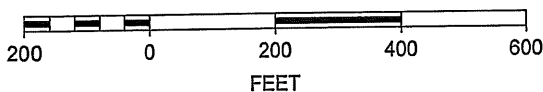
■ TURLOCK

■ WATERFORD

└─┘ **County Outline**



SCALE 1 : 3,576



N



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	April 23, 2012
Subject/ Title:	Valley Art Association Carriage Art Show Special Event Request
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation
City Manager Approval:	_____

RECOMMENDATION:

City Council to review the Valley Art Association Carriage Art Show special event request and provide direction.

SUMMARY:

The Valley Arts Association is a non-profit organization with the primary objective of promoting visual arts in the community and to present a scholarship to a deserving high school student each year.

The Valley Art Association has submitted a request to hold an Art Show in the Riverbank Community Center beginning October 18, 2012 and extending through October 21, 2012. The Arts Association expects 200-250 people to attend this show.

The group would like the City of Riverbank to be a full sponsor for this event which would include the wavier of insurance and all Community Center fees.

The cost for insurance would be \$170. It is recommended that insurance is purchased as the building is not secured with an alarm system. It is also recommended that the group consider providing security at night as an additional protection of their valuables that will be left in the community center over the 4 day show.

The benefit for the City to host an Art Show is to demonstrate the City's commitment to support local artists and visual arts in the community. Further, this show will bring many people to the downtown area.

FINANCIAL IMPACT:

The financial impact to the City for this event would be a loss of revenue of \$1,500 that would normally be charged to a service club for amount of time requested. These fees are charged to offset the operational costs of the Community Center Building. If too many of these fees are waived in the course of a fiscal year a transfer of funds from the General Fund to the Enterprise Fund would be necessary.

The cost of custodial services could be absorbed during the week for this event but over the weekend would have an impact of \$100. This amount would need to be budgeted in the part time temporary Building Maintenance account (General Fund) for the next fiscal year budget. If the City covers the insurance costs of \$170 for this event this amount will need to be budgeted in the proper account as well (Professional Services Account within the Building Maintenance budget is suggested).

ATTACHMENTS:

There are no attachments.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: April 23, 2012

Subject/ Title: **Administrative Support for the Designated Local Authority** of the former Riverbank Redevelopment Agency

Submitted by: Marisela Hernandez, Director of Finance

City Manager Approval: _____

RECOMMENDATION:

Authorize the City Manager to provide administrative support to the Designated Local Authority (DLA) of the former Riverbank Redevelopment Agency and to negotiate an agreement to provide professional administrative services to the DLA on an as-needed basis with provisions that the City would be reimbursed for the cost of providing the services.

BACKGROUND:

At the January 9, 2012 City Council Meeting the City Council elected not to become the Successor Agency to the now dissolved Riverbank Redevelopment Agency. A three-member Designated Local Authority was then appointed by the State of California to act as the successor agency and is tasked with winding down the activities of the former RDA, including duties such as:

The legislation enacted (AB x1 26) to dissolve the redevelopment agency included a provision wherein the successor agency would be able to recover their administrative fees. Due to the financial difficulties that the Riverbank Redevelopment Agency was facing prior to its dissolution, all revenues must be dedicated to the repayment of outstanding debt, including the debt service related to the 2007 Series A and Series B bond issuance. This leaves no funding available for the Designated Local Authority to contract with an outside firm for professional accounting services. In addition, the members of the Designated Local Authority do not possess the expertise needed in order to financially manage the finances of the former RDA.

On February 27, the City Council took action to decline the request to provide administrative services to the Designated Local Authority, with the understanding that

the City would be as cooperative as possible. Since that time, the Designated Local Authority has asked the City to reconsider. The Authority has also expressed a willingness to consider reimbursing the City for a portion of the accounting and administrative support. They are also seeking additional resources from the State of California.

City Administrative Support:

The Designated Local Authority has met twice and communicated its commitment to resolving the issues related to the Riverbank Redevelopment Authority in the most positive way possible for all involved. It would demonstrate the City's good faith to provide some assistance beyond what would be required in any circumstance. It is important to note that there are duties that the City would have to perform regardless of an agreement with the DLA due to the historical background and the expertise held by the City. The City Attorney has expressed general support for this approach based on the information available at this time.

It is proposed that the City's provide general administrative support without cost to the DLA. Such duties would include:

- Allowing the DLA to use the City's Council Chamber or Conference Room to hold its public meetings
- The preparation and posting of DLA meeting agendas
- The taking of minutes during DLA meetings
- The preparation of the Continuing Disclosure Annual Report for 2011
- Assist in the execution of the Agreed Upon Procedures Audit to be performed by the Stanislaus County Auditor-Controller's Office

It is also proposed that the City Manager negotiate an agreement with the Designated Local Authority to provide accounting services to the DLA for a fee. A draft agreement has been prepared for initial consideration which provides that the following accounting tasks be performed on the DLA's behalf at a cost of \$75/hr:

- Maintain the Authority's financial records in according with best accounting practices and provide monthly accounting reports.
- Manage the Authority's Accounts Receivable and Accounts Payable

In the event that all parties want to move forward, this matter will be scheduled for additional consideration as more details are available.

FINANCIAL IMPACT:

The proposed agreement would provide for the reimbursement for accounting services at a rate of \$75 an hour. At this time there are no direct costs associated with providing

administrative support to the DLA and preparing the required documents; however it will require an investment of staff time.

ATTACHMENTS:

1. Draft Professional Accounting Services Agreement

AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE AND ACCOUNTING SERVICES

This Agreement is made and entered into as of the ____th day of _____, 2012 by and between the Designated Local Authority of the former Riverbank Redevelopment Agency, a state-designated authority ("Authority") and the City of Riverbank, a municipal corporation ("City").

RECITALS

- a. City is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- b. City possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- c. Authority desires to retain City to render professional administrative and financial accounting services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The City shall furnish the following services in a professional manner.

City shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. City shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the Authority through its staff that it may provide from time to time.

2. Time of Performance. The services of City are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the Authority.
3. Compensation. Compensation to be paid to City shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall City's compensation exceed \$10,000 without additional written authorization from the Authority. Payment by Authority under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Authority at the time of payment.
4. Method of Payment. City shall submit a monthly billing. City's invoices shall include a brief description of the services performed, the date the

services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. Authority shall pay City no later than 30 days after approval of the invoice by Authority staff.

5. Extra Work. At any time during the term of this Agreement, Authority may request that City perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. City shall not perform, nor be compensated for, Extra Work without written authorization from Authority.
6. Termination. This Agreement may be terminated by the Authority immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, City shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All financial reports, documents and other writings prepared by and for the City, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Authority upon payment to City for such work, and the Authority shall have the sole right to use such materials in its discretion without further compensation to City or to any other party. City shall, at City's expense, provide such financial reports, documents and other writings to Authority upon request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in financial reports, plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by City under this Agreement ("Documents & Data"). City shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. City represents and warrants that City has the legal right to license any and all Documents & Data. City makes no such representation and warranty in regards to Documents & Data which were prepared by finance professionals other than City or provided to City by the Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to City in connection with the performance of this Agreement shall be held confidential by City. Such materials shall not, without the prior written consent of Authority, be used by City for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to City, which is otherwise known to City or is generally known, or has become known, to the related industry shall be deemed confidential. City shall not use Authority's name or insignia, photographs relating to project for which City's services are rendered, or any publicity pertaining to the City's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

10. City's Books and Records:

- a. City shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to City to this Agreement.
- b. City shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Authority administrator, Authority attorney, Authority auditor or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at the Authority's office when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at City's address indicated for receipt of notices in this Agreement.
- d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of City's business, Authority may, by written request by any of the above named officers, require that custody of the records be given to the Authority and that the records and documents be maintained in the Authority office. Access to such records and documents shall be granted to any party authorized by City, City's representatives, or City's successor-in-interest.

11. Independent Contractor. It is understood that City, in the performance of the work and services agreed to be performed, shall act as and be an

independent contractor and shall not act as an agent or employee of the Authority. City shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and City hereby expressly waives any claim it may have to any such rights.

City is not a designated employee within the meaning of the Political Reform Act because City:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Authority or of any Authority official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any Authority decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

12. Interest of City. City (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of City's services hereunder. City further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

13. Professional Ability of City. Authority has relied upon the professional training and ability of City to perform the services hereunder as a material inducement to enter into this Agreement. City shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by City under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in City's field of expertise.

14. Compliance with Laws. City shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

15. Licenses. City represents and warrants to Authority that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of City to practice its profession. City represents and warrants to Authority that City shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of City to practice its profession.

16. Indemnity. City agrees to defend, indemnify and hold harmless the Authority, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the City or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Authority, its officers, agents, employees or volunteers.

17. Insurance Requirements. City, at City's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies.

18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Authority: Designated Local Authority
TBD

If to City: City of Riverbank
6707 Third Street
Riverbank, CA 95367

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Authority and City. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

20. Amendments. This Agreement may be modified or amended only by a written document executed by both City and Authority and approved as to form by the Authority Attorney.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience and competence of City. Assignments of any or all rights, duties or obligations of the City under this Agreement will be permitted only with the express consent of the Authority. City shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the Authority. If Authority consents to such subcontract, City shall be fully responsible to Authority for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Authority and subcontractor nor shall it create any obligation on the part of the Authority to pay or to see to the

payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.
25. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
27. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. Authority to Enter Agreement. City has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. Prohibited Interest. City maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee

working solely for City, to solicit or secure this Agreement. Further, City warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for City, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

30. Equal Opportunity Employment. City represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. City shall also comply with all relevant provisions of Authority's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

DESIGNATED LOCAL AUTHORITY:

By: _____
Authorized Representative

CITY:

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A SCOPE OF SERVICES

General Services

The following services would be provided to the Authority at the rate of compensation agreed upon:

- Maintain the Authority's financial records in accordance with best-practice accounting principles and per the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the U.S.
- Manage the Authority's Accounts Receivable.
- Manage the Authority's Accounts Payable.
- Provide monthly financial statements including cash balance statements, and detailed check registry reports.

The following services would be provided to the Authority with no compensation required:

- Prepare and post agendas for the Authority's public meetings.
- Provide staff to take minutes of the Authority's public meetings.
- Prepare and file all required Continuing Disclosure documents for the 2007 Series A and Series B bond issuance.
- Assist as necessary in the performance of the Agreed Upon Procedures by the Stanislaus County Auditor-Controller's Office as mandated by the legislation in AB x1 26.
- Meet with the Authority Board or Oversight Board, as requested.
- Make presentations to Authority and the Oversight Board, as requested.

Compensation

Services provided by the City for the scope of services described above will be charged at the hourly rates listed below:

- Director of Finance - \$75

Out-of-Pocket - All expenses will be billed directly at cost to the Authority. Expenses will include typical charges for copying, shipping, and data purchase (if not provided by Authority or City).

City of Riverbank proposed a budget and not-to-exceed amount (without further approval from Authority staff) for the scope of services described above of \$10,000.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: April 23, 2012

Subject/ Title: Reconsider Appointing Members to the Oversight Board of the Designated Local Authority

Submitted by: Marisela Hernandez, Director of Finance

City Manager Approval: _____

RECOMMENDATION:

City Council direction is requested.

SUMMARY:

The language within AB x1 26, the RDA Dissolution Act, states that a seven member oversight board is to be appointed to oversee the activities of the successor agency. As Riverbank has chosen not to become the successor agency to the former RDA, the Governor has appointed a three-member Designated Local Authority to wind down the operations of the former RDA. The Oversight Board will be tasked with overseeing the activities of the Designated Local Authority.

Two members of the Oversight Board are slated to be appointments by the City Council, with one being a member at large from the community and the second being an employee of the former redevelopment agency. At the February 27, 2012 City Council meeting, the City Attorney recommended that the City Council not appoint the two members to the Oversight Board. There were concerns that the appointees would have personal liability as they would be overseeing the repayment of the outstanding bonds. The AB x1 26 legislation states that Oversight Board members would “have personal immunity from suit for their actions taken within the scope of their responsibilities as oversight board members” (Health & Safety Code, § 34179, Subdivision (d.)). Therefore, members appointed by the City Council to the Oversight Board would be immune from personal liability.

In a joint meeting of the Designated Local Authority and the Oversight Board, it was requested that the City reconsider the appointment of members to the Oversight Board. In response to this request, the City Council is being asked to provide direction to staff on how it would like to proceed.

According to the legislation, Mayor Madueño is responsible for appointing two members to the Oversight Board. One is a member at large at her discretion. The second is a member representing the former employees of the RDA. In our case, the former RDA was staffed by two city staff members, neither of which worked for the RDA at the time of the dissolution. One of them no longer works for the City at all. Therefore, it may not be feasible to appoint a staff person to the one seat. In regards to the member at large, the Council could discuss and recommend names at the City Council meeting. It would be recommended that the Mayor formally report the appointment to the City Council or request confirmation of her appointment at future City Council Meeting.

Appointing a member to the Oversight Board would show the City's willingness to participate in the winding down of the former Riverbank Redevelopment Agency. However, the City Attorney continues to have concerns regarding the potential liability of the Oversight Board members. In addition, the members of the Designated Local Authority have expressed their desire to resign, similar to the (Designated Local Authority members from Merced) due to that fact that they do not share in the immunity from personal liability as the Oversight Board members do. Therefore, the situation is fluid and an update will be given as part of the staff presentation at the meeting.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

There are no attachments.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6.5: NEW BUSINESS

Meeting Date:	April 23, 2012
Subject/ Title:	Request for City Council Direction to the City's StanCOG Representative Regarding Stanislaus County Transportation Services
Submitted by:	Jill Anderson, City Manager
City Manager Approval:	_____

RECOMMENDATION:

Provide comment to Councilmember O'Brien, the City Council's Representative to the StanCOG Board, regarding the County Transit Scenarios for Bus/Dial-a-Ride services currently under consideration by the StanCOG Transportation Subcommittee.

SUMMARY:

Councilmember O'Brien has requested that this item be scheduled in order to discuss the work of the Transportation Subcommittee formed by the StanCOG Policy Board and receive feedback from the City Council to inform future discussions at StanCOG regarding the future of transit in Stanislaus County. There are three general scenarios being discussed: Maintaining the status quo; combining all of the services under one agency; and consolidating services based on whether the area served was large urbanized, small urbanized, or rural (non-urbanized).

BACKGROUND:

In October 2011, Stanislaus Council of Governments (StanCOG) presented three transportation scenarios to the five Transit Managers in Stanislaus County. After a thorough review of each scenario by all transit managers, it was determined at a December 13, 2011, Transit Manager's meeting that the transit managers supported different scenarios. StanCOG presented these findings to the Policy Board members at the January 18, 2012, policy board meeting. At that time the Policy Board directed StanCOG to form a sub-committee of the Policy Board members to determine the scenario that would work best for the region.

TRANSPORTATION SCENARIOS

A summary of some of the pros and cons of each scenario under consideration is provided below to prompt City Council discussion.

Scenario 1: Regional Operation “Under one Political Entity”

Pros:

- Joint Partnership Agreement (JPA) or District would be solely focused on transit, which would provide transit with a stronger voice in the “transit vs. roads” argument.
- Combined operations may allow greater access to grant funding.
- Single organization may be more likely to eliminate inefficient service.
- Public perception of greater coordination among services (single agency identity/branding).
- Most likely to ensure coordination of all aspects of service delivery.

Cons:

- A single regional transit agency would likely result in a higher amount of LTF (local transportation funds) going to transit. Additional bureaucracy would create increased administrative and overhead costs.
- Large start-up costs (reference: Vallejo-Benicia consolidation costs of \$1.25 million to \$1.49 million).
- Loss of local control that would result in less personalized services for individual regions/areas.

Scenario 2: Three Systems – Non Urbanized - StaRT and ROTA Small Urbanized – Turlock Large Urbanized – Modesto and Ceres

Pros:

- Compared to Scenario 1, overall costs could be reduced due to less overhead. More personalized service and ability to respond to local needs.
- Combined operations may allow greater access to grant funding.
- Fewer transit operators could create a “perception” of better coordination.
- Recovery ratios by the larger agencies could subsidize smaller agencies struggling to meet farebox.

Cons:

- Administrative costs may increase due to increased overhead compared to Scenario 3 (existing systems). ROTA’s current staffing is .75 full-time equivalent (FTE) and Ceres current staffing is .57 FTE.
- Potential loss of local staffing/representatives for customer service in the merged operations due to loss of local control/governance.

- Loss of local identity due to consolidated administrations and system branding.

Scenario 3: Continue Existing Systems – Coordination among Existing Transit Agencies

Pros:

- No increased costs and no additional bureaucracy.
- Current level of transit service for local residents would not be affected.
- Local identity remains consistent. Staff is familiar with local customers and their needs.
- Local governance to stay intact and invested in the community.
- Cooperation and coordination of existing transit services is currently working well.

Cons:

- Eligibility for continued Transportation Development Act (TDA) funding could be compromised for smaller transit agencies if current farebox recovery ratio performance standards are continued.
- Could mean fare increases and/or service cuts in order to meet current performance standards.
- Transit agencies not meeting current farebox recovery ratio requirements will need to assess their operations.

City of Riverbank City Councilmember and Subcommittee member Richard O'Brien is requesting input from the City Council regarding each scenario, any objections to one or more of the options under consideration, as well as feedback on what scenario might best meet the needs of the residents of Riverbank and the region as a whole.

ROTA:

As the City Council is aware, ROTA provides dial-a-ride transit service to the Riverbank and Oakdale communities. ROTA continues to face fiscal challenges due to a decrease in federal funding, decreased ridership, and insufficient land use density to support transit. Currently, the ROTA board is also considering the alternative service scenarios, including consolidating services as part of its ongoing evaluation of how to meet the transit needs of its constituents and its fiscal obligations.

FISCAL IMPACT:

There is no fiscal impact at this time.

ATTACHMENTS:

There are no attachments.