



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)
City Hall North Council Chambers
6707 Third Street • Riverbank • CA 95367

**Revised
AGENDA**

MONDAY, OCTOBER 28, 2013 – 6:00 P.M.

<u>CALL TO ORDER:</u>	Mayor/Chair Richard D. O'Brien
<u>FLAG SALUTE:</u>	Mayor/Chair Richard D. O'Brien
<u>INVOCATION:</u>	Riverbank Ministerial Association
<u>ROLL CALL:</u>	Mayor/Chair Richard D. O'Brien Vice Mayor/Chair Jeanine Tucker Council/Authority Member Darlene Barber-Martinez Council/Authority Member Cal Campbell Council/Authority Member Leanne Jones Cruz

CONFLICT OF INTEREST

Any Council/Authority Member and Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict.
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1. PRESENTATIONS

Item 1.1: Proclamation – Establishing November 15, 2013 as America Recycles Day.

Item 1.2: Presentation from the Stanislaus Economic Development & Workforce Alliance.

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/LRA Board. 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 during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please address the entire City Council/LRA Board and refrain from directing your comments to a single Council/Authority Member or the audience.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless otherwise requested by an individual Council/Authority Member 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 14, 2013, Regular City Council/Local Redevelopment Authority Minutes.

Item 3.C: **Award Bid for the Slurry Seal Project 2013 and Authorize Execution of Future 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, California Pavement Maintenance Co., Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

Item 3.D: **Resolution to Authorize an Inter-Fund Loan Agreement between the City General Fund and the Streets/Public Works System Development Fee Fund and to Authorize the City Manager to Execute any Necessary Documents** – It is recommended that the City Council consider adoption of a resolution authorizing an Inter-Fund Loan Agreement for up to \$550,000 between the City General Fund and the Streets/Public Works System Development Fee Fund for the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program and authorize the City Manager to execute any necessary documents.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS

Item 5.1: **Resolution to Approve the Construction Services Agreement with Schneider Electric for the Energy Efficiency Upgrade Project at the Wastewater Treatment Plant** – It is recommended that the City Council approve the construction services agreement with Schneider Electric for the energy efficiency upgrade project at the Wastewater Treatment Plant. (The required Notice of a Public Hearing was published in the local newspaper on October 2, 2013.)

6. NEW BUSINESS

Item 6.1 **Resolution to Approve an Appointment to the Planning Commission, and to have the Oath of Office Administered** – It is recommended that the City Council adopt a resolution to approve the appointment of Mr. Anthony McKinney, based on the recommendation of Mayor O'Brien, to fill the current Planning Commissioner vacancy formerly held by Mr. Max Melendez, and to have the City Clerk administer the Oath of Office upon approval.

Item 6.2: **Review of the Jacob Myers Park Management Plan, Parking Fee** – It is recommended that the City Council review the park attendance statistics and related parking fee financial information for the Jacob Myers Park summer month's operations during May through September of 2013, the busiest months of the park's use.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Item 7.2: Council/Authority Member Comments

Item 7.3: Mayor/Chair Comments

8. CLOSED SESSION

Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Jill Anderson, City Manager
Unrepresented Employees: Executive Management

Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Item 8.3: **PUBLIC EMPLOYMENT**
Pursuant to Government Code § 54957
Title: Police Chief

Recommendation: It is recommended that City Council give direction to Staff on the Closed Session item(s).

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 – ANTICIPATED LITIGATION****Item 9.3:** Report out on Item 8.3: **PUBLIC EMPLOYMENT****10. INFORMATIONAL ITEMS** (Information Only – No Action)**Item 10.1:** Warrant Registers for 10/03/13 and 10/10/13 and Credit Card Statements for 08/22/13.**ADJOURNMENT** (The regular City Council Meeting of November 11 is cancelled due to observance of Veteran's Day; the next meeting will be on November 25th at 6:pm).**UPCOMING EVENTS:**

Ongoing	▪ <u>Fall/Winter Activity Guides are available at City Hall.</u>
Open Until Filled	▪ <u>Budget Advisory Committee:</u> Applications are currently being accepted. Visit www.riverbank.org or Contact Marisela Hernandez at 863-7110.
Begins Sept. 3	▪ <u>Tot Time</u> – for ages 3-5. Registration is now available online
November 4 (Monday)	▪ <u>Special Joint City Council / Planning Commission Meeting:</u> City Hall Council Chamber at 6:00 pm
November 11 (Monday)	▪ <u>Observance of Veteran's Day:</u> City Hall is closed on this Holiday; the regular City Council meeting has been cancelled.
November 19 (Tuesday)	▪ <u>Planning Commission Meeting:</u> City Hall North, Council Chambers, at 6:00 p.m.
November 21 (Thursday)	▪ <u>Special City Council Meeting (Closed Session) –</u> <u>North City Hall Conference Room @ 6:00 pm</u>
November 30 (Saturday)	▪ Christmas Parade: (Downtown Riverbank) ▪ Street Craft Faire – 2:00pm to 8:00 pm ▪ Christmas Light Parade – 5:30 p.m. ▪ Santa Claus and Tree lighting after parade

AFFIDAVIT OF POSTING

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

Dated this 25th day of October, 2013

Annabelle Aguilar, CMC, City Clerk / LRA Recorder

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/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Mondays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.

Council/LRA Agenda: The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda is posted for public review at the City's website www.riverbank.org, at the City Clerk's Office, and on the exterior of the North City Hall building's bulletin board, 6707 Third Street, Riverbank, CA. Subscription to receive the agenda 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 or a meeting of the LRA, 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:	October 28, 2013
Subject:	Proclamation – Establishing November 15, 2013 as America Recycles Day
From:	Jill Anderson, City Manager
Submitted by:	Laura Graybill, Project Coordinator

RECOMMENDATION

It is recommended that City Council read the Proclamation and present to representatives from Keep America Beautiful.

SUMMARY

America Recycles Day, a national initiative of Keep America Beautiful (KAB). Takes place annually on November 15, recognizes the benefits of recycling while providing an educational platform that helps raise awareness about the value of reducing, reusing and recycling – every day – all throughout the year.

The City will participate this year by holding a recycling/information event here in Council Chamber on Friday, November 15, from 11:00a – 3:00p. The City will be accepting batteries to recycle (AA, AAA, C, D, camera batteries, hearing aid batteries, etc.; no car batteries), cans, bottles, and paper; the Riverbank Lions Club will be accepting used eye glasses (intact, no broken frames or lenses); and Goodwill will be onboard accepting small e-waste items.

FINANCIAL IMPACT

There is no financial impact to this report.

ATTACHMENT

- 1) Proclamation



A nationwide initiative of

**KEEP AMERICA
BEAUTIFUL**

**CITY OF RIVERBANK
PROCLAMATION**

**A Proclamation of the City Council of the City of Riverbank
Establishing November 15, 2013 as America Recycles Day**

Whereas, The City of Riverbank recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, safer, and more sustainable environment; and

Whereas, although there has been a significant increase in the amount of recycling in the City of Riverbank to date, we must also continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products; and

Whereas, by encouraging businesses, state agencies, nonprofit organizations, schools and individuals to celebrate America Recycles Day 2013, we can further promote recycling as an environmentally efficient and economically smart habit; and

Whereas, state and community leaders can help encourage recycling by informing citizens about local recycling options, they can also help foster greater awareness of the need to expand collections programs by promoting the benefits of recycling investments for businesses; and

Whereas, it is important that all the City of Riverbank citizens become involved in recycling activities and learn more about the many recycled and recyclable products available to them as consumers; it is also fitting for the City of Riverbank to celebrate America Recycles Day 2013 and take action by educating citizens about the recycling options available in our community.

Now, Therefore, Let It Be Resolved that the City Council of the City of Riverbank does hereby recognize November 15, 2013 as **America Recycles Day**.

October 28, 2013



Richard D. O'Brien, Mayor

Jeanine Tucker, Vice Mayor

Darlene Barber-Martinez, Councilmember

Cal Campbell, Councilmember

Leanne Jones Cruz, Councilmember

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	October 28, 2013
Subject:	Presentation from the Stanislaus Economic Development & Workforce Alliance
From:	Jill Anderson, City Manager
Submitted by:	Luanne Bain, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council receive the presentation from representatives of the Stanislaus Economic Development & Workforce Alliance.

SUMMARY

Representatives from the Stanislaus Economic & Workforce Alliance will be here to describe services which are provided by the Alliance.

The Stanislaus Economic & Workforce Alliance is a blending of economic development activities and workforce development assistance that provides for professional one-stop services for existing and prospective companies in Stanislaus County.

FINANCIAL IMPACT

There is no financial impact associated with this staff report.

ATTACHMENT

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	October 28, 2013
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the waiver of readings of 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 to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	October 28, 2013
Subject:	Approval of the October 14, 2013, Regular City Council/Local Redevelopment Authority Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the Minutes as presented.

SUMMARY

The Draft Minutes of the October 14, 2013, regular City Council/Local Redevelopment Authority meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. October 14, 2013, City Council/LRA Minutes



**CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)

**MINUTES
MONDAY, OCTOBER 14, 2013**

The following minutes reflect action minutes, with added clarification for the record. A copy of the verbatim recording may be obtained, for a fee, by contacting the Administration Department at (209) 863-7122.

CALL TO ORDER:

The City Council / Local Redevelopment Authority Board of the City of Riverbank met this date at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor/Chair Richard D. O'Brien presiding.

FLAG SALUTE: Mayor/Chair Richard D. O'Brien

INVOCATION: Reverend Charles Neal

ROLL CALL:

Present: Mayor/Chair Richard D. O'Brien; Vice Mayor/Chair Jeanine Tucker
Council/Authority Members: Darlene Barber-Martinez and
Cal Campbell, (one current vacancy)

1. PRESENTATIONS

Item 1.1: Installation of Leanne Jones Cruz as an Appointed Councilmember.

City Manager, Jill Anderson, introduced the item.

1.1-A: Administer Oath of Office and present Certificate of Appointment to Leanne Jones Cruz to initiate her term as Councilmember of the City of Riverbank.

City Clerk, Annabelle Aguilar, administered the Oath of Office and presented Councilmember Jones Cruz with a Certificate of Appointment.

1.1-B: Councilmember Jones Cruz to take her seat at the dais.

Councilmember Jones Cruz took her seat at the dais.

1.1-C: Comments from Members of the City Council.

Members of the City Council welcomed Councilmember Jones Cruz; she thanked everyone.

1.1-D: **ROLL CALL OF NEW CITY COUNCIL**

Mayor Richard D. O'Brien
Vice Mayor Jeanine Tucker
Councilmember Darlene Barber-Martinez
Councilmember Cal Campbell
Councilmember Leanne Jones Cruz

The City Clerk conducted a roll call of the new City Council; all members were present.

MAYOR O'BRIEN CALLED FOR A BRIEF RECESS FOR FOOD AND REFRESHMENTS AT 6:04 P.M.

MAYOR O'BRIEN RECONVENE D THE CITY COUNCIL MEETING AT 6:15 P.M.

CONFLICT OF INTEREST
Council/Authority Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

(Continue with Presentations)

Item 1.2: Presentation by the Riverbank Lions Club to the City Council.

Mr. Chip Langman, President of the Lions Club, presented a plaque to the City as part of their civic contribution in gifting a City seal that is currently hanging in the City Council Chamber. Mayor O'Brien in turn, presented a proclamation to Mr. Langman in appreciation for their gift.

Item 1.3: Presentation of the FY 2014/15 Unmet Transit Needs Assessment Process.

Mr. Mike Costa, Associate Planner for StanCOG, made a presentation.

Item 1.4: Strategic Plan Update.

City Manager Anderson made a presentation.

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/LRA Board. 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 during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please address the entire City Council/LRA Board and refrain from directing your comments to a single Council/Authority Member or the audience.

Ramon Bermudez, Riverbank, spoke in regards to the street and pedestrian improvements needed on Roselle Avenue. City Manager Anderson responded.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/Authority Board unless otherwise requested by an individual Council/Authority Member 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 August 16, 2013, Special City Council (Business Outreach Breakfast) Minutes.

Item 3.B-1: Approval of the September 9, 2013, Special City Council Minutes.

Item 3.B-2: Approval of the September 16, 2013, Special City Council and Local Redevelopment Authority Minutes.

Item 3.B-3: Approval of the September 23, 2013, Regular City Council and Local Redevelopment Authority Minutes.

Item 3.B-4: Approval of the September 26, 2013, Special City Council Minutes.

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

ACTION: *By motion (Barber-Martinez / Tucker / passed 5-0) to approve Consent Calendar Items 3.A; (Barber-Martinez / Tucker / passed 4-0; Jones Cruz - Abstained) to approve Items 3.B through 3.B-4, as presented; motion carried by unanimous 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: **Acceptance of the Terminal Avenue Pavement Overlay Project and Authorization to File a Notice of Completion** – It is recommended that the City Council accept the completion of the Terminal Avenue Pavement Overlay Project and authorize staff to file a Notice of Completion.

Marisela Hernandez, Director of Finance, presented the Staff Report.

ACTION: *By motion (Campbell / Jones Cruz / passed 5-0) to accept the Terminal Avenue Pavement Overlay Project and authorize filing of the Notice of Completion as presented; motion carried by unanimous roll call vote.*

Item 6.2: **Acceptance of the Claus Road Pavement Overlay Project and Authorization to File a Notice of Completion** – It is recommended that the City Council accept the completion of the Claus Road Pavement Overlay Project and authorize staff to file a Notice of Completion.

Marisela Hernandez, Director of Finance, presented the Staff Report.

ACTION: *By motion (Tucker / Barber-Martinez / passed 5-0) to accept the Claus Road Pavement Overlay Project and authorize filing of the Notice of Completion as presented; motion carried by unanimous roll call vote.*

Item 6.3: **Update on District Elections** – It is recommended that the City Council receive an update from the City Attorney on the City's response to the concerns raised regarding the City's current at-large electoral system and the study of data needed to evaluate the possible transition to district elections.

City Attorney, Tom Hallinan, presented the staff report; no City Council action occurred.

Public Comment: *Mr. Ramon Bermudez spoke in regards to improving the election process and his appreciation for consideration of the matter.*

Item 6.4: **Status of the Riverbank Industrial Park Economic Development Bank Loan Consideration of Repayment Options** – It is recommended that the City Council receive a presentation regarding the \$750,000 Riverbank Industrial Park Economic Development Bank Loan and provide direction regarding potential funding for the repayment of said loan due November 1, 2013.

Marisela Hernandez, Director of Finance, presented the staff report; City Council and Staff discussed the item.

Public Comment:

- *Mr. Anthony McKinney spoke in regards to the City having safe guards to prevent the failure of repayments.*
- *Mr. Ramon Bermudez spoke in regards to asking the recipients of the loans to repay the City.*

ACTION: *By motion (Tucker / O'Brien / passed 5-0) to approve repayment of the \$750,000 Riverbank Industrial park Economic Development Bank Loan as presented in Option #3; motion carried by unanimous roll call vote.*

Option 3:

1. *Repayment of the Loan in full on November 1, 2013 via the following funding sources:*
 - a. *\$200,000 from Local Redevelopment Authority (non-site specific revenue). The LRA is prohibited by the Army from using site revenue to repay City obligations (i.e. tenant lease revenue or utility revenue) and may only use site revenue to enhance and maintain the property. Non-site revenue (e.g., administrative fees, legal fee recovery, etc.) are not restricted to their use on the site and may be used in such cases.*
 - b. *\$550,000 from a short-term, intra-fund loan (i.e. system development fees). The City will continue to engage tenants with outstanding loans, and utilizing any legal recourse necessary to ensure repayment from tenants.*

Item 6.5: **Review of Safe Routes to School Projects and Current Funding Sources through MAP-2** – It is recommended that the City Council receive the presentation by Development Services outlining the projects in the City that were funded with Safe Routes to School grants and the future funding sources available through MAP-21.

Kathleen Cleek, Sr. Administrative Analyst, made the presentation.

Public Comment: *Mr Bermudez spoke in regards to expediting the improvements needed on Roselle Avenue.*

Item 6.6: **Patterson Road and Roselle Avenue Future Capital Improvements Review** – It is recommended that the City Council receive the presentation by Development Services reviewing Patterson Road and Roselle Avenue future Capital Improvements.

Kathleen Cleek, Sr. Administrative Analyst, made the presentation; City Council and Staff discussed the item.

Public Comment: *Mr Bermudez spoke in regards to expediting the improvements.*

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

City Manager Anderson welcomed Councilmember Jones Cruz.

Police Chief Erin Kiely provided an incident report on the Cheese and Wine event.

Sue Fitzpatrick, Director of Parks and Recreation, provided an update on the upcoming events.

City Manager Anderson announced the November 4th Joint City Council /Planning Commission workshop on the administrative amendment to the General Plan and thanked staff, Polices Services, and the Rotary Club for a successful event.

Item 7.2: Council/Authority Member Comments

Council/Authority Member Jones Cruz: 1) thanked City Council for their vote of confidence and support and looked forward to serving; 2) stated she attended a great Cheese and Wine event and acknowledge the Rotary Club for a great job.

Council/Authority Member Campbell thanked City staff, Ms. Hernandez, and City Manager Anderson, for the financial solutions provided to repay the loan and expressed his pleasure of working with the Members of the City Council.

Council/Authority Member Barber-Martinez: 1) announced her attendance of the October 9th “Walk to School Day” at the Crossroads elementary, along with City Manager Anderson and Council/Authority Member Campbell; 2) announced the “Lights On Afterschool” event on October 25th; 3) announced the MOY/COY nomination forms would be sent out soon; and 4) welcomed Council/Authority Member Jones Cruz.

Vice Mayor/Chair Tucker welcomed Councilmember Jones Cruz and commended the Rotary Club and all other service clubs that helped in providing a successful Cheese and Wine event.

Item 7.3: Mayor/Chair Comments

Mayor O'Brien: 1) welcomed Council/Authority Member Jones Cruz and thanked the other applicants for their efforts; 2) spoke in regards to the success of the Cheese and Wine event relative to Riverbank's proudness of its association with the Riverbank Sheriff's Department whose positive presence, community event participation, and services, coupled with the Community's attitude, makes Riverbank a place where people want to visit and live; 3) commented on looking forward to the November 4th Joint Council / Planning Commission meeting; and 4) announced the scheduling of guest students to serve as Mayor and Council members.

8. CLOSED SESSION

Item 8.1: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: Jill Anderson, City Manager

Employee organizations: Riverbank Miscellaneous Employees
Riverbank Mid-Management Bargaining Unit

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 2 potential cases

Item 8.3: PUBLIC EMPLOYMENT

Pursuant to Government Code § 54957

Title: Police Chief

Item 8.4: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: APN: 075-039-002

Agency Negotiator: Jill Anderson, City Manager

Property Negotiator: Mr. Benjamin Capas, Valley First Corporation

Under negotiation: Price and Terms of Payment

Recommendation:

It is recommended that City Council/LRA Board give direction to Staff on the Closed Session item(s).

MAYOR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEMS AND RECESSED THE MEETING AT 8:04 P.M.

Public Comment: *Mr. Charles Neal inquired about the funding for Item 8.4.*

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 – ANTICIPATED LITIGATION**

Item 9.3: Report out on Item 8.3: **PUBLIC EMPLOYMENT**

Item 9.4: Report out on Item 8.4: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Mayor O'Brien reconvened the meeting at 8:48 p.m.

ACTION: *Mayor O'Brien reported that direction was given to staff on items 9.1, 9.2, 9.3, and 9.4; respectively.*

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 09/19/13 and 09/26/13.

Item 10.2: Minutes of the Riverbank Designated Local Authority Meeting held 09/10/2013.

Item 10.3: Minutes of the Oversight Board of the Riverbank Redevelopment Authority Meeting held 03/27/2013.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meeting at 8:49 p.m.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	October 28, 2013
Subject:	Award Bid for the Slurry Seal Project 2013 and Authorize Execution of Future Change Orders
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/City Treasurer Kathleen Cleek, Sr. Management Analyst Laura Graybill, Project Coordinator

RECOMMENDATION

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

1. Award bid to the lowest responsible bidder, California Pavement Maintenance Co., Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

SUMMARY

The Slurry Seal Project 2013 consists of an asphalt slurry seal on 640,333 square feet of local roads. The purpose of the project is to extend the service life and prevent further deterioration of the identified roadways. The Stanislaus Council of Governments (StanCOG) selected Nichols Consulting Engineers to perform a regional update of the Pavement Management Program for all member agencies. Through this analysis a maintenance and rehabilitation decision tree was established, which identifies preventive maintenance treatments based on the Pavement Condition Index (PCI). The PCI is a measurement of pavement grade or condition that ranges from 0-100. An example would be a newly constructed road will have a PCI of 100, while a failed road will have a PCI of 25 or less.

Local Transportation Funds (LTF) were set aside in the amount of \$220,000 to construct preventive maintenance treatments on roads identified in the PCI range of 74-86. The engineer's estimate for this project was \$204,000, which is \$90,218.72 higher than the low bid that was received. The difference in price will allow the City to use the remaining funds to slurry seal additional roads in the Spring of 2014.

The bid opening was held on Thursday, October 17, 2013, to consider the bids for the Slurry Seal Project 2013. The following bids were received:

California Pavement Maintenance Co., Inc.	\$113,781.28
Central Valley Engineering & Asphalt, Inc.	\$114,976.45
Intermountain Slurry Seal	\$137,137.00
VSS International	\$141,000.00
Graham Contractors, Inc.	\$149,798.92
Bond Blacktop, Inc.	\$164,510.29

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for asphalt concrete slurry seal, striping lead testing, striping removal, installation of new striping, traffic control and all other work included on the plans.

Bids have been reviewed and California Pavement Maintenance Co., Inc. has been identified as the lowest responsible bidder for the project.

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

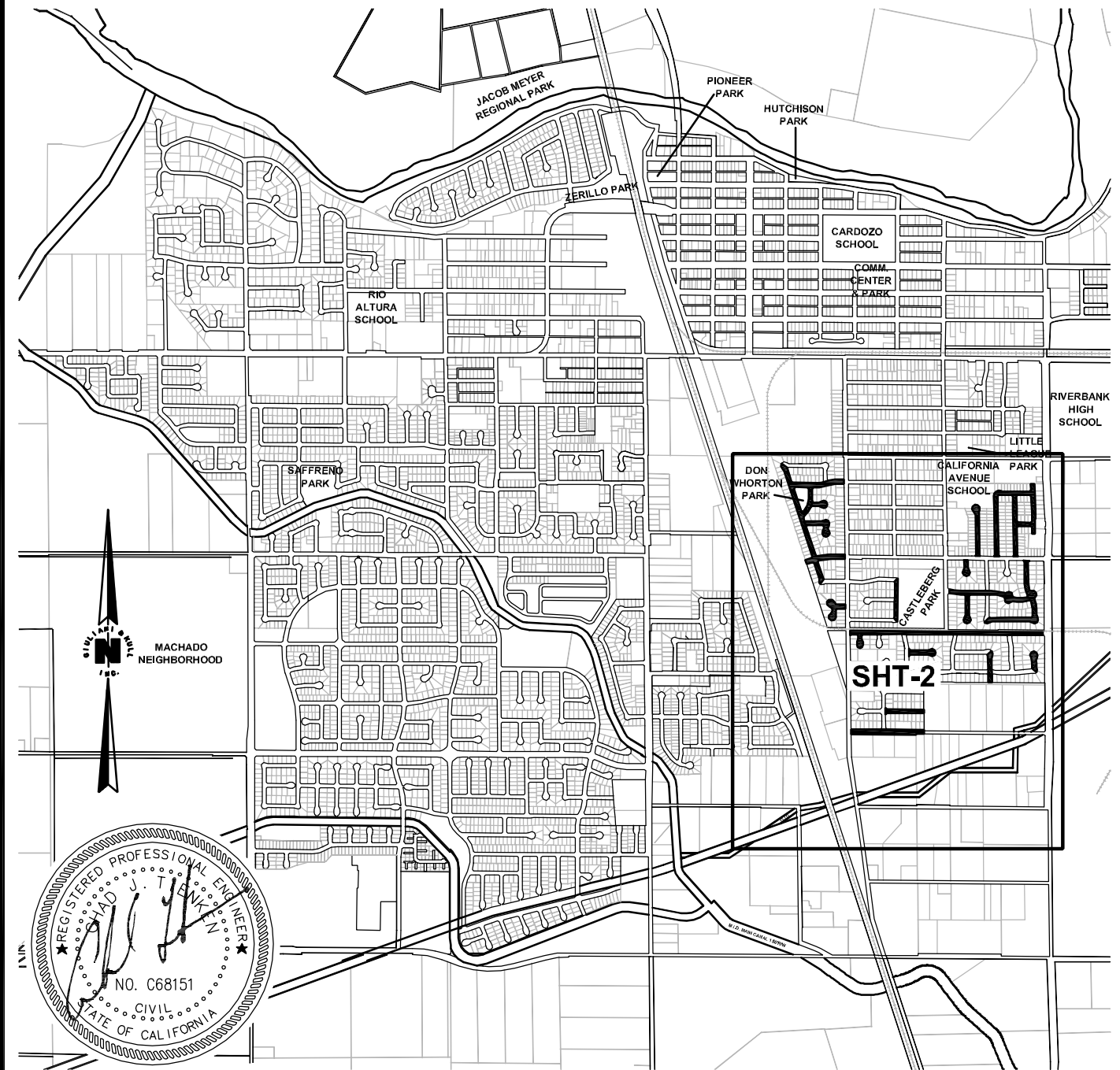
FINANCIAL IMPACT

Total funds allocated for the Slurry Seal Projects to be covered by Local Transportation Funds (LTF) in the amount of \$220,000.

ATTACHMENT

- 1) Site Map

CITY OF RIVERBANK SLURRY SEAL PROJECT 2013



GK Giuliani & Kull, Inc.
Engineers • Planners • Surveyors
440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn • San Jose • Oakdale

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SHEET	1 OF 3

COVER SHEET
RIVERBANK SLURRY SEAL PROJECT
RIVERBANK, CALIFORNIA

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	October 28, 2013
Subject:	Resolution to Authorize an Inter-Fund Loan Agreement between the City General Fund and the Streets/Public Works System Development Fee Fund and to Authorize the City Manager to Execute any Necessary Documents
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION

It is recommended that the City Council consider adoption of a resolution authorizing an Inter-Fund Loan Agreement for up to \$550,000 between the City General Fund and the Streets/Public Works System Development Fee Fund for the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program and authorize the City Manager to execute any necessary documents.

SUMMARY

This item seeks to formalize the agreement between the City General Fund and the Streets/Public Works System Development Fee Fund for an Inter-Fund Loan of up to \$550,000 for the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program obtained in October 2008 and which is due to Stanislaus County by November 1, 2013.

BACKGROUND

On June 17, 2008 the City Council approved Resolution No. 2008-069-A in which the City Council provided their support of an application for funding through the County of Stanislaus Economic Development Bank Loan Program. The City applied for, and was awarded, a loan for \$750,000 which was used to fund the Riverbank Industrial Park Tenant Loan Program. The terms of the loan received from Stanislaus County provided for a 0% interest rate with full repayment of the loan expected no later than November 1, 2013.

The City used these funds to provide loans to four (4) tenants of the Riverbank Industrial Park. The following tenants were provided loans under the Riverbank Industrial Park Tenant Loan Program:

<i>Tenant</i>	<i>Loan Amount</i>
Advanced Material Manufacturing Technologies, LLC (AM2T)	\$275,000.00
Riverbank Oil Transfer	\$275,000.00
Dayton Superior Corporation	\$150,000.00
Eco2 Plastics, Inc.	\$ 50,000.00
<i>Total Loans Provided</i>	<i>\$750,000.00</i>

The City is now facing the pending repayment of the \$750,000 to Stanislaus County. Currently, two businesses have contacted the City in an effort to re-negotiate the terms of their existing loans. Their combined loans equaling \$550,000 represent 73% of the amount due on November 1, 2013. With the businesses attempting to re-negotiate their terms, the City is fairly certain that the loan amounts will not be received by the due date in time for the City to repay the County loan.

The two remaining loans, equaling \$200,000, represent 27% of the amount due to Stanislaus County are uncollectible due to either bankruptcy or through forgiveness of the loan based on a “jobs created” clause in the loan contract.

In order to ensure full repayment of the loan to Stanislaus County by November 1, 2013, the City Council approved at the October 14, 2013 meeting the following option for funding this repayment:

- a. \$200,000 from Local Redevelopment Authority non-site revenue. Non-site revenue (administrative fees, legal fee recovery) is not restricted to their use on the site and may be used in such cases.
- b. \$550,000 from a short-term, inter-fund loan (i.e. system development fees). The City will continue to negotiate with two tenants for the repayment of their loan.

INTER-FUND LOAN

The current proposal is to fund a portion of the repayment from an inter-fund loan in which the General Fund would “borrow” up to \$550,000 of surplus funds from the Streets/Public Works System Development Fee Fund. The borrowing of surplus funds is a permitted use under Section 53601 of the California Government Code. Subsection (e) of Section 53601 states that following as allowable “investments” of surplus cash:

“Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency”.

The City of Riverbank is considered a local agency within the State of California and therefore is eligible to “invest” its surplus cash within its own funds for indebtedness.

The agreement presented today seeks to formalize the intent to borrow between funds (inter-fund) an amount of up to \$550,000. The terms of this loan will be established as follows and are evident in Attachment “A” Inter-Fund Loan Term Sheet and Attachment “B” Promissory Note:

Purpose	The Inter-Fund Loan proceeds shall be used exclusively for the purpose of funding the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program.
Borrower	The City (General Fund)
Lender	The Streets/Public Works System Development Fee Fund (System Development Fee Fund)
Amount	Up to \$550,000.00
Interest	Average LAIF Rate, compounded monthly, payable annually on June 30 th .
Maturity	The Inter-Fund Loan will be repaid in full no later than November 1, 2015
Prepayment	Borrower has the right to prepay part, or all, of the outstanding Inter-Fund Loan amount at any time without penalty

RECOMMENDATION

It is recommended that the City Council consider approval of a Resolution authorizing an Inter-Fund Loan Agreement for up to \$550,000 between the City General Fund and the Streets/Public Work System Development Fee Fund for the Repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program and authorize the City Manager to execute any necessary documents.

FINANCIAL IMPACT

The City’s General Fund will be responsible for the repayment of this inter-fund loan to the Streets/Public Works System Development Fee Fund prior to November 1, 2017. Any agreement reached between the City and Tenants of the Riverbank Industrial Park for the repayment of existing loans will serve as the funding source for repayment of this loan.

ATTACHMENT

1. Resolution
2. Attachment A: Inter-Fund Loan Term Sheet
3. Attachment B: Promissory Note

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING AN INTER-FUND LOAN OF UP TO \$550,000 FROM THE
STREETS/PUBLIC WORKS SYSTEM DEVELOPMENT FEE FUND TO THE
GENERAL FUND FOR THE PURPOSE OF FUNDING THE REPAYMENT OF THE
ECONOMIC DEVELOPMENT BANK LOAN FOR THE RIVERBANK INDUSTRIAL
PARK TENANT LOAN PROGRAM AND ESTABLISHING THE TERMS UNDER
WHICH THE LOAN WILL BE REPAYED**

WHEREAS, the City of Riverbank (the "City") is proceeding with repayment of the Economic Development Bank Loan received in October 2008 for the establishment of the Riverbank Industrial Park Tenant Loan Program; and,

WHEREAS, the Streets/Public Works System Development Fee Fund of the city (the "System Development Fee Fund") has sufficient monies to loan the General Fund (the "General Fund") in order to cause repayment of the Economic Development Bank Loan (the "Inter-Fund Loan"); and,

WHEREAS, the City will continue to attempt to secure repayment of this loan from the Riverbank Industrial Park Tenants; and,

WHEREAS, the City Council has determined that California Government Code Section 53601(e) authorizes the City to invest its surplus funds in its own funds, and further that such an investment of surplus funds does not violate City Council policy on reserve fund balances or investments; and

WHEREAS, the Inter-Fund Loan will be in accordance with the terms listed on Attachment "A" to this Resolution and subject to the terms of the Promissory Note herein incorporated as Attachment "B"; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. Recitals. The City Council hereby specifically finds and declares that each of the statements, findings and determinations of the City set forth in the recitals above are true and correct.

Section 2. Authorization of Inter-Fund Loan. The City Council hereby authorizes the Inter-Fund Loan from the Streets/Public Works System Development Fee

Fund to the General Fund in accordance with the terms listed on Attachment "A" and Attachment "B" to this Resolution.

Section 3. Certification. The City Clerk shall certify the adoption of this Resolution.

Section 4. Effective Date. This Resolution shall take effect on October 28, 2013.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of October, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Attachment A – Inter-Fund Loan Term Sheet
Attachment B – Promissory Note

ATTACHMENT A

INTER-FUND LOAN TERM SHEET

Up to \$550,000 Inter-Fund Loan from the Streets/Public Works System Development Fee Fund to the General Fund

Purpose	The Inter-Fund Loan proceeds shall be used exclusively for the purpose of funding the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program.
Borrower	The City (General Fund)
Lender	The Streets/Public Works System Development Fee Fund (System Development Fee Fund)
Amount	Up to \$550,000.00
Interest	Average LAIF Rate, compounded monthly, payable annually on June 30 th .
Maturity	The Inter-Fund Loan will be repaid in full no later than November 1, 2015
Prepayment	Borrower has the right to prepay part or all of the outstanding Inter-Fund Loan amount at any time without penalty

ATTACHMENT B

PROMISSORY NOTE
(General Fund to Streets/Public Works System Development Fee Fund)

\$550,000

Riverbank, California

FOR VALUE RECEIVED, the undersigned, CITY OF RIVERBANK, a public body, corporate and politic (the "Borrower"), hereby promises to pay to the order of the City of Pittsburg's Streets/Public Works System Development Fee Fund, a municipal corporation, whose address is 6707 Third Street, Riverbank, California, 95367 (the "Holder"), the principal amount up to Five Hundred Fifty Thousand Dollars (\$550,000), plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the Holder the principal amount of up. The Borrower shall use the proceeds of the loan provided by the Holder to repay the Economic Development Bank Loan received from Stanislaus County for the purpose of establishing a Riverbank Industrial Park Tenant Loan Program.

2. Interest. The principal balance of this Note shall bear interest, compounded monthly, at the average Local Agency Investment Fund (LAIF) rate, due annually on June 30th.

3. Term and Repayment Requirements. The term of this Note (the "Term"), shall commence with the date of this Note and shall expire on November 1, 2015. Commencing on June 30, 2014 and on each June 30 thereafter throughout the Term, the Borrower shall make an annual payment to the Holder in the amount of the accrued interest due under this Note. Upon the expiration of the Term, all remaining amounts, if any, due under this Note shall be immediately due and payable. Notwithstanding the foregoing, the Borrower shall have the right to prepay all, or a portion of the principal and interest due under this Note without any charge or penalty being made therefor.

4. No Assumption. This Note shall not be assumable by the successors and assignees of Borrower without the prior written consent of the Holder.

5. Security. This Note is unsecured, and the Borrower has not provided any collateral for the repayment of this Note. The obligation of the Borrower to repay this Note is a non-recourse obligation of the Borrower.

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

ATTACHMENT B

(b) All payments on this Note shall be paid to Holder at the address set forth above, or to such other place as the Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to the Holder.

(d) Notwithstanding any other provision of this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the Holder may legally charge under the laws of the State of California, then the amount by which payments exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

7. Default.

(a) The Borrower's failure to pay, in full, any payment required under this Note when due following written notice by the Holder to the Borrower of such failure and ten (10) days opportunity to cure, shall constitute an event of default under this Note.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note shall at the option of the Holder become immediately due and payable upon written notice by the Holder to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, all without in any way affecting the liability of the Borrower.

ATTACHMENT B

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Holder with any person now or hereafter liable for payment of this note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the Holder or the Borrower shall be given in writing to such addresses as the Holder and the Borrower may hereinafter designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees and any other professional service fees or costs, incurred by the Holder in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

BORROWER:

THE CITY OF RIVERBANK, a public body,
corporate and politic

By: _____
Jill Anderson, City Manager

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	October 28, 2013
Subject:	Resolution to Approve the Construction Services Agreement with Schneider Electric for the Energy Efficiency Upgrade Project at the Wastewater Treatment Plant
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council approve the construction services agreement with Schneider Electric for the energy efficiency upgrade project at the Wastewater Treatment Plant. (The required Notice of a Public Hearing was published in the local newspaper on October 2, 2013.)

SUMMARY

Schneider Electric has completed the Investment Grade Audit at the wastewater treatment plant. The proposed project would upgrade the existing surface aeration at the wastewater treatment plant and result in significant reduction in total operating horsepower. This upgrade would generate utility bill savings sufficient to pay for the project without additional capital funds.

The next step in the process is for the City Council to consider approving the construction services agreement with Schneider Electric. This item has been public noticed as required.

BACKGROUND

Schneider Electric completed a preliminary energy assessment on City buildings and facilities and presented the results to the City Council at the January 20, 2013 City Council meeting. Additional information was presented at a study session on February 11, 2013. The information provided, recommended an upgrade at the Wastewater Treatment Plant that would result in energy savings sufficient to cover the cost of the improvements.

In March 2013 the City Council approved moving forward with the Investment Grade Audit and Engineering design.

On September 23, 2013, Mark Kindelberger from Schneider Electric brought the City Council up to date on the results of the Investment Grade Audit that was performed at the wastewater treatment plant. The costs, savings, and timeline associated with the project were presented at that time. For your easy reference, the key points are:

- The cost of the wastewater treatment plan upgrade is \$3,977,240, This is a fixed and turnkey cost with no change orders from Schneider Electric
- With project completion there would be a 75% reduction in energy use at the treatment plan and 87% reduction in total horsepower.
- There would be a \$240,129 savings in electric costs sufficient to cover debt service on a municipal loan.
- If the project is approved on October 28, 2013, Council would consider approving a separate finance agreement by November 25, 2013 and construction could begin as soon as March, 2014. The target date for project completion would be October 2014.

It is recommended that the City proceed with the energy efficiency upgrade project at the Wastewater Treatment Plant for the following reasons:

- The upgrade at the wastewater treatment plant will put the City in a better position for new permits in the future
- The project will pay for itself through energy savings with a guaranteed payback of debt
- The WWTP will eventually have to be upgraded, by implementing this with energy savings there will be no costs associated with the upgrade passed on to the rate payer.

FINANCIAL IMPACT

If the project does not proceed to construction the cost to the City will be \$135,000 for engineering work completed to date (Investment Grade Audit). If the City proceeds with the project, this amount will be rolled into the construction costs.

This project is a \$3,977,240 project. The project will be funded through a low interest loan. Schneider Electric guarantees the energy savings amount with this project and will fund the difference if it is lower than estimated.

With approval of the construction agreement, there would be a \$240,129 annual savings in electricity costs at the Wastewater Treatment Plant. These savings would be used to pay the low interest loan for the project until the loan is paid in full, which is 15 years from completion of construction.

ATTACHMENTS

1. Resolution
2. Exhibit A: Investment Grade Design Document
3. Exhibit B: Energy Services Contract

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO ENTER INTO AN ENERGY SERVICES AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR THE ENERGY EFFICIENCY WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, Government Code section 4217.12 allows the City of Riverbank (the "City") to enter into an energy service agreement on terms the City council (the "Council") determines are in the best interests of the City if the determination is made at a regularly scheduled public hearing and public notice of the public hearing is given at least two weeks in advance; and

WHEREAS, to enter into an energy service agreement the Council must find (1) the anticipated cost to the City for the energy services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those purchases; and (2) the difference, if any, between the fair retail value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract; and

WHEREAS, the City has learned that it could realize significant savings in energy costs by implementing certain energy conservation measures at its wastewater treatment plant; and

WHEREAS, to realize these savings the City intends to act as the legal sponsor for the energy efficiency wastewater treatment plant project (the "Project"), mutually agreed to and described in the Investment Grade Design Document, which is attached hereto as **Exhibit A** and incorporated herein by this reference, in order to implement these energy conservation measures; and,

WHEREAS, the City wishes to enter into an energy service agreement with a qualified entity to perform the services necessary for the Project; and

WHEREAS, Schneider Electric Buildings Americas, Inc. ("Schneider Electric") is a qualified company willing to provide the necessary energy services for the Project; and

WHEREAS, City and Schneider Electric have negotiated an energy services agreement (the "Agreement") with terms that are beneficial to the City and which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, based on information provided by Schneider Electric, anticipated cost to the City for thermal or electrical energy or conservation services provided to the wastewater treatment plant will be less than the anticipated marginal cost to the City for thermal, electrical, or other energy that would have been consumed by the wastewater treatment plant in the absence of the Project; and

WHEREAS, the Project does not require the City to lease its property; and

WHEREAS, the City has the legal authority to apply for necessary financial assistance and the institutional, managerial and financial capacity to ensure adequate project administration; and

WHEREAS, Schneider Electric will coordinate competitive bidding by qualified third party lenders on behalf of the City for financing of the Project, with final selection of a lender to be by City Staff; and

WHEREAS, the source of revenue to finance this Project are expected to be realized from the electric utility savings of \$240,110 annually, guaranteed by Schneider Electric; and

WHEREAS, the estimated cost of this Project is \$3,977,240 and the Project is to pay for itself after sixteen (16) years of operation, with a net utility savings to the City of \$2,058,880 over the twenty-five (25) year useful life of the Project; and

WHEREAS, the City will have not violated any federal, state or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, the City, through the Project, positions itself against potential Regional Water Quality Control Board Compliance actions; and,

WHEREAS, upon approval of the Council, the City Manager may enter into the Agreement with Schneider Electric for the above referenced Project who will comply with all applicable laws and regulations as stated in the Agreement and related documents and agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby finds and determines:

1. All of the recitals set forth above are believed to be true and correct, and by this reference, are incorporated herein.
2. Based on the representations made by Schneider Electric, comments, staff reports, and documentation reviewed by the Council, the Council makes the formal findings required by Government Code section 4217.12 that the anticipated cost to the City for thermal or electrical energy or conservation

services provided to the wastewater treatment plant will be less than the anticipated marginal cost to the City for thermal, electrical, or other energy that would have been consumed by the wastewater treatment plant in the absence of the Project; and

3. The Council finds that the execution of the Agreement with Schneider Electric is in the best interests of the public and authorized by Government Code Section 4217.12.
4. The City Manager is hereby authorized to execute the Agreement and any other documents related thereto and within the scope of the Agreement.
5. The financing of the Project will be funded by the savings from the cost of energy that would have been consumed by the wastewater treatment plant in the absence of the energy conservation measures that will implemented under the Agreement. The City Manager is authorized to prepare and execute financing documents related to the Project to be funded by the savings realized from the Project, the final form and content of which is subject to review and approval by the City Attorney. Execution of the necessary financing documents must be completed prior to the execution of the Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of October, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A – Investment Grade Audit Agreement
Exhibit B – Schneider Electric Energy Services Contract 09/17/2013

Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement") is by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and The City of Riverbank ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

Section A, General Terms and Conditions
Section B, Conceptual Development Audit
Section C, Design Development
Section D, Preliminary Schedule

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

The City of Riverbank

**Schneider Electric Buildings
Americas, Inc.**

By

Jill Anderson
(Signature)

By

Mark Kinzelberger
(Signature)

Print Name

Jill Anderson

Print Name

MARK KINZELBERGER

Title

City Manager

Title

SALES

Date

4-2-18

Date

4/3/15

SECTION A: GENERAL TERMS AND CONDITIONS

1. Entire Agreement

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

2. Additional Services

Customer may request the addition of services, whereby, ESCO's compensation and scope of services shall be adjusted accordingly. Such changes in the Agreement shall be negotiated in good faith and authorized by written amendment to this Agreement signed by Customer and ESCO. The amendment to the Agreement must be fully executed by Customer and ESCO prior to any actual changes being implemented. Such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.

6. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facility is located, without regard to its choice of law provisions.

SECTION B: CONCEPTUAL DEVELOPMENT AUDIT

1. RESPONSIBILITIES

Customer Will:

- A. Provide ESCO a minimum of twenty-six (26) months of utility invoices for each facility serving each facility, etc. Utilities include natural gas, electric, water, fuel oil, propane, wood, coal, or any other fuel source used on the premises.
- B. Provide ESCO complete access to facilities for the purpose of performing the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.
- C. Provide ESCO access to key personnel to discuss operating requirements.
- D. Provide ESCO equipment lists and copies, or the loan of facility plans, for the purpose of facilitating understanding of the characteristics and the current sequences of operation.
- E. Meet with ESCO during the Conceptual Development Audit to establish project criteria and make project decisions necessary for ESCO to complete in a timely manner.
- F. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.
- G. Meet with ESCO for a presentation of the Conceptual Development Audit and decide the next steps moving forward in the process, including scope to be developed in the Section C: Design Development phase.

ESCO Will:

- A. Conduct a project programming meeting, facility walk-through(s) and personnel interview(s) to gain an understanding of facility operations, concerns, needs, and desired performance criteria.
- B. Work with Customer to refine performance requirements, financial criteria, and project scope of work.
- C. Provide Customer a preliminary list of ECMs with an opinion of probable construction costs.
- D. Provide Customer a preliminary energy, revenue, and cost savings analysis demonstrating the effect of the ECMs.
- E. Provide Customer a preliminary financial analysis cash flow.
- F. Provide Customer a preliminary Performance Assurance Support Services (PASS) plan for the facilities, including measurement and verification.
- G. Provide Customer a preliminary completion schedule for the Section C: Design Development and a guaranteed Energy Savings Contract template.

2. FACILITIES INCLUDED

The Conceptual Development Audit will be performed in Customer's following facilities. Any additional facilities to be added in the future must be by mutual agreement between Customer and ESCO:

Facilities
Wastewater Treatment Plant
Police, City Hall North and South; Community Center; Scout Hall; Castleberg and Jacob Meyer Park
City owned facilities potentially suitable for solar project installation

3. FINANCIAL COMMITMENT

- A. If ESCO fulfills responsibilities of the Conceptual Development Audit and Customer DOES NOT execute the Design Development section of the Agreement with ESCO within thirty (30) days of receiving the Conceptual Development Audit deliverables, then Customer agrees to pay ESCO \$35,000.
- B. If ESCO fulfills responsibilities of this Agreement [Conceptual Development Audit] and Customer DOES move forward with the Design Development section of the Agreement with ESCO within thirty (30) days of receiving the Conceptual Development Audit deliverables, then Customer is under no payment obligation for the Conceptual Development Audit. Furthermore, all costs incurred during the Conceptual Development Audit service will be included in the guaranteed Energy Savings Contract.
- C. Payments are due and payable thirty (30) days from invoice date. Amounts unpaid thirty (30) days after the invoice date shall bear an interest rate of 1.5% per month (18% per annum).
- D. Customer agrees that until a guaranteed Energy Savings Contract has been executed with ESCO or Customer has paid the Conceptual Development Audit fee, the documents, engineering, data, and recommendations developed by ESCO are the intellectual property of ESCO and may not be shared with any third parties (except to the extent as required by law) without the written permission of ESCO.

4. OWNERSHIP OF WORK PRODUCTS

- A. All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.
- B. Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO.

Section C: DESIGN DEVELOPMENT

1. RESPONSIBILITIES

Customer Will:

- A. Ensure legal review of any contract documents and provide comments to ESCO for negotiation of final guaranteed Energy Savings Contract thirty (30) days prior to projected completion date of Design Development.
- B. Provide ESCO complete access to the facilities for the purpose of performing the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.
- C. Provide ESCO access to key personnel to discuss operating requirements.
- D. Provide ESCO equipment lists and copies, or the loan of facility plans, for the purpose of facilitating understanding of the characteristics and the current sequences of operation.
- E. Meet with ESCO during the Design Development to establish project criteria and make project decisions necessary for ESCO to complete development in a timely manner.
- F. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.

ESCO Will:

- A. Work with Customer to establish design, equipment, and operation standards with final approval by Customer.
- B. Provide Customer a guaranteed Energy Savings Contract, including pricing for a turnkey installation of the proposed project scope that shall be firm for sixty (60) days, detailed scope of work, and a guaranteed energy savings amount.
- C. Provide Customer a financial analysis of the effect on annual cash flow by the ECMs.
- D. Provide Customer a Performance Assurance Support Services ("PASS") plan for the facilities, including a detailed measurement and verification and support services plan.

2. FINANCIAL COMMITMENT

- A. If ESCO fulfills responsibilities of this Agreement and Customer DOES NOT execute a guaranteed Energy Savings Contract with ESCO within thirty (30) days of receiving the contract, then Customer agrees to pay ESCO \$135,000 (which includes Conceptual Development Audit fee) based on developed scope of work not to exceed \$4,000,000. Any additional ECMs or scope of work added during the Design Development will include consideration of a modified audit fee by mutual written agreement between Customer and ESCO.
- B. If ESCO fulfills responsibilities of this Agreement and Customer DOES execute a guaranteed Energy Savings Contract with ESCO within thirty (30) days of receiving contract, then Customer is under no payment obligation for the Agreement. Furthermore, all costs incurred during the Investment Grade Audit service will be included in the guaranteed Energy Savings Contract.
- C. Payments are due and payable thirty (30) days from invoice date. Amounts unpaid thirty (30) days after the invoice date shall bear an interest rate of 1.5% per month (18% per annum).

3. OWNERSHIP OF WORK PRODUCTS

- C. All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.
- D. Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO.

SECTION D – PRELIMINARY SCHEDULE

Following is the proposed schedule for the Investment Grade Audit process:

Item	Target Schedule
ESCO meets with the City Staff to consult on Investment Grade Audit process	February 11, 2013
ESCO supplies Agreement for Investment Grade Audit	January 30, 2013
Customer approves and signs Agreement for Conceptual Development Audit section, authorizing ESCO to proceed	March 11, 2013
Customer provides complete utility information, building plans, etc.	March 11, 2013
ESCO and Customer conduct a Project Programming and Audit Kick-Off Meeting	March 20, 2013
Conceptual Development Audit completed and presented to Customer	May 23, 2013
Customer approves moving forward to Design Development section of Agreement, authorizing ESCO to develop final project	June 10, 2013
Customer's attorney begins review/markup of Energy Services Contract template	June 10, 2013
Design Development Audit completed and reviewed with Staff and Council	TBD
Design Development Audit presented to the Staff and Council	TBD
Energy Services Contract reviewed and approved by the Staff and Council	TBD
Customer approves and signs Energy Services Contract, authorizing ESCO to begin implementation	TBD
Possible: Customer approves and signs financing resolution, authorizing Customer to enter into financing agreement	TBD



Exhibit B

ENERGY SERVICES CONTRACT

This Energy Services Contract (this "Contract") is made and entered into as of _____, 2013 (the "Effective Date") by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation ("ESCO") and the City of Riverbank, a California Municipal Corporation ("Customer"). ESCO and Customer may each be referred to herein individually as a "Party" and collectively as the "Parties". There are no other parties to this Contract.

RECITALS

A. Unless otherwise noted in this Contract, capitalized terms herein shall have the meanings set forth in **Exhibit A: Definitions**.

B. Customer owns or operates certain public facilities specifically described in **Exhibit B: Facilities** (the "Facilities") and Customer wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

C. ESCO is an energy services company with technical capabilities to provide Customer with services including, but not limited to, identifying, engineering, procuring, managing construction of, installing, constructing, and providing training for both supply-side or demand-side energy conservation measures ("ECMs"); and

D. ESCO has identified energy and operational savings opportunities at the Customer's Facilities as identified in **Exhibit C: Scope of Work**, and has estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations as identified in **Exhibit D: Performance Guarantee**; and

E. Based on the information provided by ESCO, Customer's staff has determined that the cost to the Customer will be less with the proposed energy savings improvements; and

F. Pursuant to California Government Code section 4217.12, Customer held a regularly scheduled public hearing on _____, 2013, for which two (2) weeks advance public notice was given regarding this Contract and its subject matter; and

G. Based upon the foregoing findings and public hearing, the Customer has determined that entering into this Contract to implement the ECM recommendations is in the best interests of the Customer and that California Government Code section 4217.10 *et seq.*, allows the Customer to enter into this Contract with ESCO to implement the recommended ECMs; and

H. Customer, by adoption of Resolution No. _____ at its public hearing on _____, 2013, approved this Contract by and between ESCO and the Customer and authorized the City Manager to execute this Contract on behalf of the Customer.

NOW, THEREFORE, Customer and ESCO hereby agree as follows:

ARTICLE 1– TERM

1.1 Contract Term. The term of this Contract shall commence on the Effective Date and end upon the Final Completion of the Project, unless terminated early in accordance with this Contract.

1.2 Time for Substantial Completion. ESCO projects it will achieve Substantial Completion of the Work within three hundred and sixty five(365) days from the Date of Commencement ("Contract Time"). The Contract Time may be amended by the mutual written consent of the Parties. The preliminary project schedule is presented in **ExhibitE: Project Schedule** ("Project Schedule"). During the course of Project implementation, both Customer and ESCO shall perform their respective obligations in an expeditious manner that is consistent with the reasonable skill and care for the type of Project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the Scope of Work.

1.3 Date of Substantial Completion. The date of Substantial Completion is the date certified by Customer by signing and dating the Certificate of Substantial Completion, which is attached hereto as **Exhibit F: Certificate of Substantial Completion**, provided by ESCO pursuant to Section 11.1.

1.4 Date of Final Completion. Shall be the date stated by Customer on the notice of acceptance of Work and Final Completion pursuant to Section 11.2.

ARTICLE 2– CONTRACT SUM AND PAYMENTS

2.1 Contract Sum. The total of all payments to be paid by Customer to ESCO for the Project under this Contract shall be Three Million NineHundred Forty-Four Thousand Two Hundred Seventy Dollars (\$3,944,270.00) (the "Contract Sum"). The Contract Sum shall be paid to ESCO by Customer in the form of monthly construction progress payments ("Progress Payments"). The amount of each monthly Progress Payment shall be calculated based on of the percentage ESCO has completed the items delineated on a "Schedule of Values" during the course of the prior month. The Schedule of Values will be developed by ESCO and provided to Customer within thirty (30) days of the Date of Completion. The Schedule of Values will be based upon the Contract Sum less the Project Mobilization Payment (defined below).

2.2 Financing. The Parties agree that financing shall be obtained through a third party selected by Customer after requests for proposals for tax-exempt capital lease financing have been solicited. ESCO shall be responsible for soliciting applications from third party lenders at its sole cost and expense. Prior to sending out a request for proposals document to solicit applications, ESCO shall obtain City approval of said document and make any changes requested by the City.

2.3 Finance Contingency. The Parties agree that this Contract, and the obligations of Customer hereunder, are expressly contingent on Customer securing financing to complete the Project through terms acceptable to Customer, including financing for payments to ESCO as provided in this Contract. Customer shall have thirty (30) calendar days from the Effective Date to obtain the necessary financing. If financing is not secured by Customer within such period, for any reason, this Contract shall be null and void unless the Parties mutually agree in writing to extend the period, to allow Customer to acquire financing. It is acknowledged and agreed that ESCO will not commence performance of the Work unless and until financing has been secured by Customer.

2.4 Payment Procedure. The Progress Payments shall be taken from an escrow account set up in accordance with Customer's project financing agreement. ESCO may submit "Payment Request Forms" along with a Schedule of Values for the applicable month, and payments shall be made to ESCO on a monthly basis during construction. After approving the Payment Request Form, Customer shall promptly forward the Payment Request Form to the escrow agent requesting payment to ESCO in an amount equal to the value of services rendered since the last Progress Payment. If any payment is over ten (10) days late from the due date stated on the invoice, ESCO reserves the right to terminate this Contract due to non-payment upon thirty (30) days prior written notice to Customer, unless the amount of the Progress Payment is in dispute pursuant to this Contract.

2.5 Project Mobilization Payment. Within ten (10) days of the Effective Date, Customer shall make payment to ESCO for expenses incurred to date and project mobilization expenses ("Project Mobilization Payment") in the amount of 10% of the total Contract Sum.

2.6 PASS Agreement. For the initial one(1) yearbeginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement ("PASS Agreement"), which is attached hereto as **Exhibit H: Performance Assurance Services Agreement**, at no additional cost. Thereafter, the PASS Agreement shall automatically renew for a period of one (1) year, wherebyCustomer can maintain the current serviceor upgrade the level of service as provided for in the PASS Agreement.

2.7 Withholding Payments. Payments may be withheld if Customer finds there is an outstanding issue of: (1) Defective Work (defined below) not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractor(s) or for labor, materials or equipment, or (4) repeated failure to carry out the Work in accordance with the Contract Documents.In the event that Customer disputes all or a portion of any Request for Payment, Customer shall provide ESCO a written notice and explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute. If any amount disputed by Customer is finally determined to be due to ESCO, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 10.1, it shall be paid to ESCO within ten (10) business days after such final determination.The Parties agree that it will not be a default of this Contract if Customer withholds Progress Payments pursuant to this Section 2.7.Nothing in this section prohibits Customer for disputing a payment after it has been made and seeking reimbursement.

2.8 Waiver of Liens. Upon request from Customer, ESCO shall provide Customer with Progress Payment waivers and releases for Work for which Customer has paid up to that date. Within ten (10) business days receipt by ESCO of final payment for the Work (including payment of all Retainage), ESCO will provide Customer with a final, unconditional waiver and release.

2.9 Release of Liens. Final payment shall not become due until ESCO has delivered to Customer, in a form acceptable to Customer, a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.10 Retainage. The Customer, or their designee, shall approve and pay each Request for Payment, less a retainage amount ("Retainage") of five percent (5%) in accordance with California Public Contract Code section 7201, within sixty (60) calendar days after its receipt thereof. A failure to timely approve and pay a Request for Payment hereunder shall be a material default by Customer under this Contract. The Customer may make Progress Payments in full without Retainage at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retainage shall be reduced to two percent (2%) of the total Contract Amount, and ESCO shall invoice and Customer shall pay this amount. Customer shall pay ESCO the remaining two percent (2%) Retainage upon achieving Final Completion.

2.11 Final Payment. The final Request for Payment may be made after Final Completion. Final Payment amount shall also include payment to ESCO for any remaining Retainage withheld by Customer.

ARTICLE 3 – SCOPE OF WORK

3.1 Exhibits. ESCO agrees to provide and perform the ECMs set forth in the attached Exhibits which are listed below, attached hereto and incorporated fully herein by this reference:

Exhibit A	Definitions
Exhibit B	Facilities
Exhibit C	Scope of Work
Exhibit D	Performance Guarantee
Exhibit E	Project Schedule
Exhibit F	Certificate of Substantial Compliance
Exhibit G	(not used)
Exhibit H	Performance Assurance Support Services
Exhibit I	Customer Responsibilities For Performance Guarantee
Exhibit J	Measurement & Verification Plan
Exhibit K	Performance Assurance Support Services

3.2 Scope of Work. The scope of ESCO's work shall not exceed that set forth in **ExhibitC: Scope of Work**, except pursuant to a Change Order agreed to in writing by the Parties.

3.3 Work Prior to Construction and Installation.

(a) As soon as possible after the Effective Date, ESCO will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.

(b) ESCO shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.

(c) Customer shall designate a single-point representative with whom ESCO shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by ESCO and to other requests made by ESCO in order to avoid unreasonable delay in the orderly and sequential progress of ESCO's design services.

(d) Within ten (10) business days of ESCO's request, Customer shall:

(i) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project location; and

(ii) supply ESCO with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and

(iii) obtain or seek to obtain all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project location site essential to the execution of the Work.

(e) In the event that any information is disclosed under this Section that constitutes a Change to the Work or is a Material Changed Condition, ESCO will provide notice to Customer within ten (10) calendar days after receipt of this information, and the Parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, ESCO may be compensated for the reasonable additional costs as authorized by Customer, and shall receive an extension of Contract Time for performance, if necessary and approved by Customer, to perform the additional Work. If the Parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with Section 10.1.

ESCO will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to ESCO within ten (10) business days after receipt of documents. ESCO will incorporate appropriate Customer comments

into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided.

Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Sum provided for in the Scope of Work may be increased by any additional actual costs incurred by ESCO due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

(f) If during the design phase Customer requests changes or modifications to the Work identified in the Scope of Work or there are Material Changed Conditions, Customer shall be responsible for payment of the reasonable extra costs caused by such modifications or changes. Valid basis for additional compensation or Contract Time extension include, but are not limited to: (a) Customer requests changes or modifications to the Project Scope of Work; (b) Customer caused delays during ESCO's design work; (c) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Effective Date; (d) the discovery of Hazardous Substances at the location of the Project; (e) changes to the Scope of Work required to obtain certain permits; (f) damage to any equipment or other Work installed by ESCO caused by the act or omission of Customer, its agents or employees; (g) changes or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (h) any other condition that would not reasonably have been anticipated by ESCO that modifies or changes the Scope of Work that increases the agreed upon Contract Sum or increases in the Contract Time needed to complete the Work identified in the Scope of Work.

3.4 Work During Construction Phase. Upon securing Applicable Permits, ESCO will commence the construction of the Project in accordance with the Scope of Work. The construction will be performed by ESCO or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.

(a) ESCO's Responsibilities During Construction Phase.

(i) As an independent contractor to Customer, ESCO will be responsible for providing, or causing to be provided by ESCO's Subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. ESCO is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. ESCO will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction Scope of Work.

(ii) ESCO will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project location. ESCO will provide at least thirty (30) calendar days written notice to Customer of any planned power outages involving ESCO's Work. ESCO will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage that is necessary for the completion of the Project.

(iii) ESCO will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. ESCO will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (a) employees of ESCO and Subcontractors performing Work under this Contract; (b) ESCO's property and other materials to be incorporated for the Project, under the care, custody, and control of ESCO or its Subcontractors; and (c) other property at or adjacent to the Project location not designated for removal, relocation, or replacement during the course of construction. ESCO will not be responsible for Customer's employees' safety unless ESCO's negligence in the performance of its Work is the proximate cause of the employee's injury.

(iv) ESCO will obtain required building permits for Project construction. Customer will cooperate with ESCO in securing such permits.

(v) At the Project location, ESCO will maintain in good order copies of: (a) the Scope of Work;(b) any Change Orders;(c) this Contract and any amendments (with all attachments);(d) one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals; and (e) other pertinent construction-related documents.

(vi) ESCO shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer or its designees shall have the right to be present at any or all such tests conducted by ESCO, any Subcontractor, or manufacturers of the equipment. ESCO shall be responsible for correcting or adjusting all deficiencies in systems and equipment operations that ESCO provided and installed that may be observed during equipment commissioning procedures.

(vii) The following duties shall be performed by ESCO:

A. Organize and conduct a pre-construction meeting with the Customer and each Subcontractor.

B. Organize and conduct regularly scheduled progress meetings throughout the installation period.

C. Schedule and manage all Subcontractors and related work.

D. Provide the Customer a single point of contact and responsibility for all Work related to the Project.

E. Investigate and resolve design, construction, and field issues as they arise during the Project.

F. Coordinate on-site Work, and schedule accordingly with Customer.

G. Perform progress inspections throughout the installation period. Provide the Customer with results of findings.

H. Identify any existing Customer equipment that is found during implementation of the Work not to be functioning properly, and notify in writing to Customer.

I. Provide regular status reports to the Customer.

J. When appropriate, initiate a thorough inspection of the Work with the Customer and Subcontractor to determine Substantial Completion.

K. Check, test, and start-up each item of equipment.

L. Perform a point-by-point hardware commissioning of the ESCO installed EMS. Identify any EMS items that are not functioning properly, and include on the punch list.

M. Identify any existing Customer equipment that is found during EMS commissioning not to be functioning properly, and notify Customer of such in writing.

N. Perform a complete software/programming commissioning of the EMS. Identify any EMS items that are not programmed per specification, and include on ESCO's punch list.

O. With the Customer and Subcontractor, perform final inspection of the Work.

P. Review Subcontractor invoices and authorize payment as appropriate.

Q. Obtain or prepare final as-built documentation for the Project, and deliver to Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.

(b) Customer's Responsibilities During Construction Phase.

(i) Customer shall designate a representative authorized to act on Customer's behalf with respect to Project construction or equipment installation. Customer may from time to time change the designated representative and shall provide electronic or written notice to ESCO of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of ESCO's Work. Any independent review of the construction by Customer shall not relieve ESCO of any of its obligations or responsibilities hereunder.

(ii) Customer shall provide a temporary staging area for ESCO, or its Subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for ESCO and Subcontractors to perform the Work hereunder during regular business hours. Customer shall not unreasonably restrict ESCO's access to Facilities to make emergency repairs or corrections as it may determine are needed.

(iii) Customer will provide ESCO and its Subcontractors with reasonable access to the Facilities to perform the Work, including without limitation, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours upon advance notice and consent of Customer. Customer shall be provided with advance notice of any Work performed on a Saturday, Sunday, legal holiday or during non-regular working hours and such Work shall be at no extra cost to Customer without Customer's advance written notice.

ARTICLE 4 – CHANGES IN THE WORK

4.1 Change Orders. Customer may request order changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. A Change Order shall also be executed between the Parties when there are Material Changed Conditions. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The Change Order shall state the change or modification to the Scope of Work, any additional compensation to be paid, any extension of Contract Time to be granted, if needed, to ESCO to perform subject to such change or modification. ESCO may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. ESCO will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. The Parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

4.2 Customer Delay. In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption.

4.3 Change Orders Requiring Additional Compensation. If during construction Customer requests changes or modifications to the Work identified in the Scope of Work, there are Excusable Delays, Customer shall be responsible for payment of the reasonable extra costs actually caused by such modifications or changes and ESCO may be entitled to additional compensation for the following reasons, that include, but are not limited to: (A) Customer requests changes or modifications to the Scope of Work during the construction phase of the Project; (B) Customer caused delays during ESCO's construction Work; (C) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (D) discovery of Hazardous Substances at the Project location; (E) changes or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the Project; (F) damage to any equipment or other Work installed by ESCO caused by the act or omission of Customer, its agents or employees; (G) changes or modifications to the Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (H) any other condition that would not reasonably have been anticipated by ESCO, that modifies or changes the Scope of Work or the Contract Sum. ESCO shall calculate the energy impact of any Customer change orders. ESCO must supply sufficient documentation to prove the reasonable extra costs that will actually be incurred. The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, resulting in a necessary suspension or delay of Work, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

4.4 Change Orders Requiring Additional Time / Excusable Delays. If during construction Customer requests changes or modifications to the Work identified in the Scope of Work or there are Material Changed Conditions, the Parties agree that a reasonable extension of Contract Time to the Project Schedule may be necessary to perform such modifications or changes. In addition, if ESCO is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any Excusable Delay, then the targeted dates set forth in the Project Schedule shall be reasonably extended by a Change Order. Prior to the extension of such dates, ESCO will use reasonable efforts to make up such delays, including authorizing overtime payments; provided that Customer has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.

4.5 Material Changed Conditions/ Conditions Beyond ESCO's Control. ESCO will provide written notice to Customer of any Material Changed Condition, within ten (10) Business Days of ESCO's first discovery of such Material Changed Condition. In the event that ESCO's notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, ESCO will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and ESCO as to whether a Change Order should be issued and executed because of the Material Changed Condition, those disputes shall be resolved in accordance with the provisions of Section 10.1. Pending the resolution of any dispute between ESCO and Customer concerning a Material Changed Condition, ESCO reserves the right to suspend Work pending the resolution of the dispute.

4.6 Minor Changes to Scope of Work. ESCO shall have authority to make minor changes that do not change the total Contract Sum and are consistent with the intent of the Scope of Work, as amended by Change Order, without prior notice to Customer. ESCO will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.

ARTICLE 5 – GENERAL CUSTOMER OBLIGATIONS

5.1 Permits and Approvals. Customer will cooperate fully with and assist ESCO in obtaining Applicable Permits required for the Project. ESCO is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work, as well as any permits or fees which are the responsibility of ESCO under this Contract. Except for approvals, permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities.

5.2 Right to Terminate. If with the Warranty Period (defined below), ESCO fails to correct Work that is defective or not in accordance with the requirements of the Contract Documents or reasonable industry standards (“Defective Work”) or repeatedly fails to carry out the Work in accordance with the Contract Documents, Customer may terminate this Contract or order ESCO to, stop the Work, or any portion thereof, until the cause for such order has been eliminated after giving seven (7) days prior written notice to ESCO, and if ESCO does not correct or diligently commence to correct such failure within such notice period. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

5.3 Provision of Information. Information necessary for ESCO to perform Work which is under Customer’s control shall be furnished by Customer with reasonable promptness as requested by ESCO.

5.4 Notice of Restrictions. Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of the Facilities.

5.5 Additional Customer Obligations. The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in **Exhibit I**.

ARTICLE 6 – GENERAL ESCO OBLIGATIONS

6.1 Coordination During Installation. ESCO shall make commercially reasonable efforts to coordinate the activities of ESCO and ESCO’s Subcontractors and suppliers with those of Customer, its employees, and agents.

6.2 ESCO Supervision. ESCO shall supervise and direct the Work, using ESCO’S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

6.3 Project Meetings/Status Updates. ESCO will meet with Customer to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, ESCO will periodically provide reports to the Customer of the general status and progress of the Work.

6.4 ESCO Expenses. Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

6.5 Taxes. Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other Applicable Permits, licenses and inspections necessary for proper execution

and completion of the Work.

6.6 Compliance with Laws. ESCO shall comply with and give notices required by Applicable Laws bearing on performance of the Work.

6.7 Management of Project Location. ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO's tools, equipment, machinery and surplus material.

6.8 Customer Access. ESCO shall provide Customer access to the Work in preparation and progress wherever located.

6.9 Intellectual Property Expenses. ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights granted under United States laws, and shall hold Customer harmless from loss on account thereof. Notwithstanding anything to the contrary herein, in no event shall ESCO be liable for: (i) any claim of infringement based on the use of ESCO material for a purpose other than that for which it was sold by ESCO, or (ii) products supplied according to a design other than that of ESCO and which is required by the Customer, or (iii) combination of a product with another product not furnished hereunder. Material manufactured to Customer's designs or specifications are sold with no warranty against infringement.

ARTICLE 7 -EVENTS OF DEFAULT

7.1 Events of Default by Customer. Each of the following events or conditions shall constitute an Event of Default by Customer:

(a) any failure by Customer to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; *provided* that (a) such failure to perform shall not be deemed an Event of Default hereunder if it is due to an event of Force Majeure; and (b) if such cure cannot be effected in thirty (30) calendar days, Customer shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

(b) any representation or warranty furnished by Customer in this Contract which was knowingly false or misleading in any material respect when made; or

(c) any failure by Customer to pay any amount to ESCO which is not paid within ten (10) business days after written notice from ESCO that the amount is past due.

7.2 Events of Default by ESCO. Each of the following events or conditions shall constitute an Event of Default by ESCO:

(a) any failure by ESCO to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ESCO demanding that such failure to perform be cured; *provided* that (a) such failure to perform shall not be deemed an Event of Default hereunder if it is due to an event of Force Majeure, and (b) if such cure cannot be effected in thirty (30) calendar days, ESCO shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

(b) any representation or warranty furnished by ESCO in this Contract which was false or misleading in any material respect when made.

7.3 Remedies upon Default by Customer. If an Event of Default by Customer occurs, ESCO will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 11.1 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, or damages which shall include ESCO's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; reasonable legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

7.4 Remedies Upon Default by ESCO. If an Event of Default by ESCO occurs, Customer shall be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 10.1 including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ESCO or damages, which shall include Customer's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default; reasonable legal fees and arbitration costs; and any payment or delivery required to have been paid on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 8 - SUBCONTRACTORS

8.1 Authority to Subcontract. ESCO may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any Subcontractors and other service or material providers as ESCO shall select in its discretion to perform the Work hereunder. ESCO shall not be required to enter into any subcontracts with parties whom ESCO has not selected or subcontractors whom ESCO has objection to using.

8.2 Subcontractors Bound by Contract Terms. If requested in writing by Customer, ESCO shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (a) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (b) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

8.3 Prompt Payment of Subcontractors. ESCO shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against ESCO's rights to payments hereunder, or against Customer.

8.4 Responsibility. ESCO shall, at all times, be responsible for the negligent acts, errors or omissions of its Subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any Subcontractors.

8.5 Prevailing Wages. All employees of ESCO and ESCO's Subcontractors performing Work for this Project shall be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed, in accordance with the requirements of California Labor Code section 1771.

ARTICLE 9 - OWNERSHIP AND LICENSE OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

9.1 Ownership of Certain Proprietary Property Rights. Except as expressly provided herein, Customer shall not, by virtue of this Contract, acquire any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ESCO shall own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work under this Contract, including all intellectual property rights therein.

Solely in connection with the Facilities, ESCO grants to Customer a limited, perpetual, royalty-free, non-transferrable license for any ESCO intellectual property rights necessary for Customer to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a result of the Work.

All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work furnished directly or indirectly, in writing or otherwise, to Customer by ESCO under this Contract shall remain the joint property of ESCO and Customer.

9.2 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by ESCO pursuant to this Contract. If applicable, ESCO shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within twenty (20) business days of ESCO's notice, designate in writing to ESCO which replaced equipment and materials should not be disposed of off-site by ESCO (the "Retained Items"). Customer shall be responsible for and designate the location and storage for the Retained Items. ESCO shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ESCO shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

ARTICLE 10 – DISPUTE RESOLUTION

10.1 Agreement to Arbitrate. To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceeding location shall be in the County of Stanislaus.

10.2 Attorneys' Fees. The prevailing Party in any action or arbitration proceeding brought to enforce the terms of this Contract or arising out of this Contract (including actions to enforce an arbitration award) may recover its reasonable costs and attorneys' fees expended in connection with such an action or arbitration proceeding from the other Party.

ARTICLE 11 - PROJECT COMPLETION

11.1 Substantial Completion / Reduction of Retainage. At the time the Work is substantially complete in conformance with the Scope of Work and this Contract, ESCO will supply to Customer a written Certificate of Substantial Compliance. Customer shall within ten (10) business days of receipt of the Certificate of Substantial Compliance, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, this Contract and any Change Orders. If Customer determines that all Work is substantially complete in conformance with the Scope of Work and any Change Orders, Customer will sign and return the Certificate of Substantial Compliance to ESCO acknowledging and agreeing: (a) that the Work is substantially complete in accordance with the Scope of Work so Customer can occupy or utilize the Work for its intended use; and (b) the date of such Substantial Completion; (c) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. Customer agrees that approval of the Certificate of Substantial Compliance shall not be unreasonably withheld, delayed or conditioned. Title to any and all of the materials and equipment installed shall pass from ESCO to Customer upon the date of Substantial Completion, and Customer shall promptly thereafter record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code section 9204. At such time, Retainage withheld by Customer shall be reduced to two percent (2%), in accordance with Section 2.10, and the value of the bonds shall be reduced to the amount of Retainage in accordance with Section 14.3.

11.2 Final Completion. When ESCO considers the Work to be fully complete in accordance with the Scope of Work, ESCO will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of ESCO's certification that the Work is complete. If Customer does not respond within this period or request in writing a commercially reasonable amount of time to verify the status of Final Completion, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete or defective, Customer shall promptly notify ESCO in writing of such incomplete or defective Work, itemizing and describing such remaining items with reasonable particularity. ESCO will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which ESCO shall provide written notice to the Customer that the Work is fully complete. Customer shall re-inspect all Work completed or remedied by ESCO within ten (10) business days of ESCO's notice that the Work is complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work, Customer shall give ESCO written notice of acceptance of the Work and Final Completion and will issue a certificate of Final Completion to ESCO. At that time, Customer shall pay ESCO any remaining Contract Sum due and any outstanding Retainage being withheld by the Customer. Customer agrees that issuance of the certificate of Final Completion shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 12- WARRANTY

12.1 Warranty. ESCO warrants to Customer that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract for a period of one (1) year from the date of Final Completion ("Warranty Period"). ESCO further warrants that its workmanship provided hereunder, including its Subcontractors' workmanship, shall be free of material defects during the Warranty Period ("ESCO Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate after the Warranty Period; and thereafter, ESCO will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure sections 337.15 and 338. Equipment and material warranties that exceed the Warranty Period shall be provided directly by the equipment or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the Warranty Period, ESCO shall

be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any defects that are discovered within the Warranty Period shall be corrected by ESCO or ESCO's Subcontractors at no expense to Customer. ESCO will correct its defects, or ESCO will work with the equipment or material manufacturer as the Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. For typical industry standard lamp and ballast failures during the Warranty Period, the Customer will replace such failed lamps/ballasts with replacement stock provided by ESCO, *provided, however*, that Customer shall return the failed lamps/ballasts to the manufacturer in order to ensure that sufficient quantities of replacement stock are available during the Warranty Period. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. ESCO's Warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operation of the installed equipment by users other than ESCO or its Subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ESCO Subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the Warranty Period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE).

ARTICLE 13 – PROTECTION OF PERSONS AND PROPERTY

13.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) employees on the Work and other persons who may be affected thereby, (b) the Work and materials and equipment to be incorporated therein, and (c) other property at the site or adjacent thereto.

13.2 ESCO shall give notices and comply with Applicable Laws bearing on safety of persons and property and their protection from damage, injury or loss.

13.3 The Scope of Work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally Hazardous Substances beyond what is specifically defined and identified in Exhibit C of this Contract. Customer agrees that all duties and obligations in connection with any Hazardous Substances located in or on the premises, other than those defined in Exhibit C, are strictly the responsibility of Customer. Customer warrants and represents to the best of Customer's knowledge there are no Hazardous Substances in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract. ESCO shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work.

13.4 Should ESCO become aware or suspect the presence of Hazardous Substances beyond those to be addressed in Exhibit C during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of Hazardous Substances, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the Hazardous Substances. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of Hazardous Substances.

13.5 If Hazardous Substances are discovered, Customer, at its sole discretion, may elect to terminate this Contract. If Customer does not elect to terminate this Contract, Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Substances not addressed by ESCO in Exhibit C in accordance with all Applicable Laws. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of Hazardous Substances into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless caused by the negligence or willful misconduct of ESCO or ESCO's employees, Subcontractors, agents or representatives.

ARTICLE 14 -INDEMNIFICATION / INSURANCE / BONDS

14.1 Indemnification. To the full extent permitted by Applicable Laws, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and reasonable attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, in whole or in part arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities due to the negligence or willful misconduct of the indemnified Party. Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnification obligation shall continue to bind the Parties after the termination of this Contract.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EXCEPT FOR SUCH DAMAGES ASSOCIATED WITH THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS REQUIRED BY LAW. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under this Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Sum, excluding third party claims for personal injury, death or property damage or as may be required by law.

14.2 ESCO Insurance. ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by Applicable Laws and the Contract Documents. Such insurance shall be in companies authorized to do business in California with an A.M. Best's rating of at least A- VII and as a minimum shall include (a) Workers' Compensation and Employer's Liability at statutory limits, (b) Automobile Liability covering all owned, hired and other non-owned vehicles with limits of not less than \$1,000,000 per accident, (c) Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence, (d) Professional Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000

in the aggregate, and (e) Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Certificates of such insurance shall be provided to Customer prior to commencement of the Work. ESCO shall provide Customer at least thirty (30) days' prior written notice of the cancellation, non-renewal (without replacement) or material reduction of coverage or limits of any policy of insurance referred to herein. The Commercial General Liability and Automobile Liability policies shall (x) name Customer, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as additional insureds by endorsement, but only with respect to liability arising out of operations of ESCO on behalf of Customer where required by written contract (Customer, by way of policy language, is granted additional insured status on the Excess Liability Insurance which follows the underlying insurance) on CG 2033 (07/04) with respect to ongoing operations, together with CG 2037 (07/04) for completed operations; (y) be primary with respect to any insurance or self-insurance programs covering Customer and Customer's employees, representatives, officers, commissions, councils, and agents; and (z) contain standard separation of insured provisions. The completed operations coverage will continue for a period of three (3) years after the date of Final Completion.

14.3 Payment and Performance Bonds. ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (a) any efficiency or energy savings guarantees, (b) any support or maintenance service agreement, or (c) any other guarantees or warranties with terms beyond one (1) year in duration from Final Completion of the Project. Such bonds shall be maintained in full force and effect until Final Completion; *provided* that upon the achievement of Substantial Completion, the value of the bonds shall be reduced to the value of the Retainage then being withheld by Customer. Customer agrees that upon Final Completion, the bonds shall be released and all obligations arising thereunder shall be terminated.

ARTICLE 15 – TERMINATION OF THE CONTRACT

15.1 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to Sections 7.1 or 7.2 unless such Event of Default has been cured within the applicable time periods for a cure set forth in Sections 7.1 or 7.2 in addition to all other remedies available under this Contract or Applicable Laws, the non-defaulting Party may terminate this Contract by providing seven (7) business days' notice to the defaulting Party. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Contract as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ESCO shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

15.2 Termination for Convenience. Both ESCO and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If this Contract is so terminated by mutual agreement, ESCO shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination, together with the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into with respect to this Contract.

15.3 Termination Not Exclusive Remedy. Any remedies provided for in these Sections 15.1 through 15.3 shall not be exclusive of any additional remedies available to a Party pursuant to this Contract, in equity or in the law.

ARTICLE 16 – OTHER CONDITIONS AND PROVISIONS

16.1 DOE Guidelines: Energy Policy Act. As authorized by section 1605(b) of the Energy Policy Act of 1992 (42 U.S.C. §13385(B)) the U.S. Department of Energy has issued, and may issue in

the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" shall mean those gases and other particles as defined in the DOE Guidelines.

16.2 American Recovery and Reinvestment Act. In the event Customer is using American Recovery and Reinvestment Act ("ARRA") funding, in whole or in part, to pay for the Scope of Work set forth in this Contract, Customer acknowledges and agrees that the supplies and services hereunder are being procured and purchased under state or local procurement laws and ESCO is a "vendor" or "contractor" hereunder. As such, Customer agrees that ESCO is not a recipient, grantee, awardee, sub recipient, subgrantee or subawardee of ARRA funds hereunder.

16.3 Conditions Beyond the Control of the Parties. In the event that any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any event of Force Majeure, such circumstance shall not constitute an Event of Default, and such Party shall be excused from performance hereunder and shall not be liable to any other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party shall be excused from any payment obligations under this Contract as a result of an event of Force Majeure.

16.4 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination shall be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination shall not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it shall act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or Subcontractors. Each Party shall furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

16.5 Independent Contractor. The Parties hereto agree that ESCO, and any agents and employees of ESCO, its Subcontractors or consultants, in the performance of this Contract, are independent contractors to Customer and shall act in an independent capacity and not as officers, employees, or agents of Customer.

16.6 Severability. If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Contract. If this Contract in its entirety is determined by a court to be invalid or unenforceable, this Contract shall automatically terminate as of the date of final entry of judgment.

16.7 No Agency Relationship. Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one Party for the act or failure to act of the other Party.

16.8 Statute of Limitations. As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (a) not later than the date of Final Completion for acts or failures to act occurring prior to the relevant date of Final Completion unless act or omission is ongoing, or (b) not later than the date of the relevant act or failure to act by either Party for acts or failures to act occurring after the date of Final Completion.

16.9 Contract is Entire Understanding. This Contract sets forth the entire understanding between the Parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each Party.

16.10 Representations and Warranties. Each Party warrants and represents to the other that:

(a) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby; and

(b) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation; and

(c) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

16.11 Assignment.

(a) Except as provided in this Section 16.11, this Contract may not be assigned by either Party in whole or in part without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

(b) ESCO may assign this Contract and all related contracts without the consent of Customer (a) to an Affiliate; (b) to an entity that is controlled by, controls, or is under common control with ESCO; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. ESCO may also assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (a) a lender providing financing to ESCO, or (b) a special purpose entity that is an Affiliate of or is controlled by such lender.

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

TO ESCO:	Schneider Electric Buildings Americas, Inc. 1650 West Crosby Road Carrollton, Texas, 75006
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Tel: 972 755 8590
Attention: Ms. Tammy Fulop

TO CUSTOMER: City of Riverbank
6707 Third Street
Riverbank, California 95367
Tel: (209) 863-7198
Attention: City Manager

With a COPY TO: City of Riverbank
6707 Third Street
Riverbank, California 95367
Tel: (209) 863-7198
Attention: City Clerk

Churchwell White LLP
1201 K Street, Suite 710
Sacramento, CA 95814
Tel: 916-468-0950
Fax: 916-468-0951
Attention: Douglas L. White, Esq.

16.13 Construction of Contract. This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

16.14 Binding Effect. Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

16.15 No Waiver. The failure of ESCO or Customer to insist upon the strict performance of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ESCO or Customer.

16.16 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the City and County of Stanislaus, California and, by execution and delivery of this Contract, each of the Parties hereby (a) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any such arbitral award and (b) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

16.17 Headings and Captions. Headings, captions, and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

16.18 Counterparts; Integration. This Contract may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

CUSTOMER:

City of Riverbank, a California Municipal Corporation

By: _____
Jill Anderson, City Manager

Date Signed: _____

Attest:

By: _____
Annabelle Aguilar, City Clerk

Date Signed: _____

As to Form:

By: _____
Tom Hallinan, City Attorney

Date Signed: _____

ESCO:

Schneider Electric Buildings Americas, Inc., a Delaware corporation

By: _____

Date Signed: _____

EXHIBIT A: DEFINITIONS

1. "Actual Savings" means the sum of the total savings realized using the procedures defined in Exhibit J plus all adjustments.
2. "Annual Savings Guarantee" means the amount of energy savings guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month period thereafter.
3. "Applicable Laws" means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure, or other legal or regulatory determination or restriction by a court or governmental authority or competent jurisdiction, as may be in effect at the time the Work is undertaken.
4. "Applicable Permits" means all permits, waivers, authorizations, or licenses issued or required to be issued by a governmental authority in connection with the Work.
5. "ARRA" is defined in Section 16.2 of the Contract.
6. "Baselines Energy Rates" is defined in Section B of **Exhibit J**.
7. "Change Order" means as a written change in the Project executed by both Parties.
8. "Contract" is defined in the preamble of the Contract.
9. "Contract Documents" means this Contract with the terms and conditions set forth herein, the Exhibits, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
10. "Contract Sum" is defined in Section 2.1 of the Contract.
11. "Contract Time" is defined in Section 1.2 of the Contract.
12. "CPI" is defined in Section B.3 of **Exhibit H**.
13. "Customer" is defined in the preamble of the Contract.
14. "Date of Commencement" means the day that the Notice to Proceed is issued .
15. "Day" means calendar day unless otherwise specifically designated.
16. "Defective Work" is defined in Section 5.2 of the Contract.
17. "ECM" is defined in Recital C of the Contract.
18. "Effective Date" is defined in the preamble of the Contract.
19. "EMS" means energy management system.

20. “ESCO” is defined in the preamble of the Contract.
21. “ESCO Warranty” is defined in Section 12.1 of the Contract.
22. “Estimated Savings Procedure Adjustment” is defined in Section E of **Exhibit I**.
23. “Event of Default” means any action or omission by a Party to this Contract which constitutes a breach of this Contract and entitles the non-breaching Party to the remedies provided in Sections 7.3 or 7.4 of this Contract.
24. “Excess Savings” means the amount of Actual Savings in excess of the Performance Guarantee to date including any savings achieved during construction.
25. “Excusable Delays” means (a) any act or failure to act of, or other delay caused by Customer or Customer’s employees; (b) delays caused by Changes or modifications to the Scope of Work required by any governmental authority of competent jurisdiction, other than a failure caused by the action or inaction of ESCO; (c) changes in the design, Scope of Work or Project Schedule required by any governmental authority of competent jurisdiction or Customer; (d) suspension of Work in whole or in part by Customer; (e) unforeseen site conditions, including discovery or existence of Hazardous Substances; (f) the occurrence of an event of Force Majeure; (g) any change in law; or (h) delay caused by pending arbitration.
26. “Exhibits” means the following documents:
- | Exhibit | Document |
|----------------|---|
| Exhibit A | Definitions |
| Exhibit B | Facilities |
| Exhibit C | Scope of Work |
| Exhibit D | Performance Guarantee |
| Exhibit E | Project Schedule |
| Exhibit F | Certificate of Substantial Completion |
| Exhibit G | (not used) |
| Exhibit H | Performance Assurance Support Services |
| Exhibit I | Customer Responsibilities For Performance Guarantee |
| Exhibit J | Measurement & Verification Plan |
| Exhibit K | Performance Assurance Support Services |
27. “Facilities” is defined in Recital B of this Contract and described in more detail in **Exhibit B**.
28. “Failed ECM” is defined in Section B of **Exhibit I**.
29. “Final Completion” is defined in Section 11.2 of the Contract.
30. “Request for Proposals” is defined in Section 2.2 of the Contract.
31. “Force Majeure” means acts or events that are beyond the reasonable control of the affected Party and not caused by the negligence or fault of the affecting Party, including but not limited to any of the following: (a) acts of God; (b) acts of the public enemy or terrorist acts; (c) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (d) work by local Utility; (e) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (f) sabotage, vandalism, riots or civil disobedience; (g) labor disputes or strikes; and (h) labor or material shortages, delay in manufacturing and deliveries of equipment (if such

delay is caused by an event that would otherwise constitute Force Majeure).

32. "Guarantee Years" mean the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month period thereafter.

33. "Hazardous Substances" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as so defined under Applicable Laws or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead, or electromagnetic waves. Hazardous Substances include any hazardous or toxic substance, material or waste which is regulated by the State of California, the United States government, or any other governmental authority with jurisdiction over the Facilities. Hazardous Materials include asbestos and any other hazardous waste or substance which has, as of the date hereof, been determined to be hazardous or a pollutant by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, or any instrumentality authorized to regulate substances in the environment which has jurisdiction over the Facilities which substance causes the Facilities (or any part thereof) to be in material violation of environmental laws.

34. "Initial Term" is defined in Section A of **Exhibit H**.

35. "Losses" is defined in Section 14.1 of the Contract.

36. "Original Operating Condition" is defined in Section B of **Exhibit I**.

37. "Material Changed Condition" means any Force Majeure or Excusable Delay that materially impacts the Project Schedule or cost of the Project.

38. "Party" or "Parties" is defined in preamble of the Contract.

39. "PASS Agreement" is defined in Section 2.6 of the Contract.

40. "Performance Guarantee" means the sum of the Annual Savings Guarantee for each year of the Guarantee Year as set forth in **Exhibit D**, unless terminated earlier in accordance with the Contract Documents.

41. "Performance Period" means the twelve (12) month period beginning on the Savings Guarantee Commencement Date and lasting either twelve (12) months or until the Contract is terminated in accordance with the Contract.

42. "Progress Payments" are defined in Section 2.1 of the Contract.

43. "Project" means the Scope of Work, as set forth in **Exhibit C** performed on Customer's Facilities.

44. "Project Mobilization Payment" is defined in Section 2.5 of the Contract.

45. "Project Schedule" is defined in Section 1.2 of the Contract.

46. "Reconciliation Value" is defined in Section 2.a of **Exhibit D**.

47. "Retainage" is defined in Section 2.10 of the Contract.

48. "Retained Items" is defined in Section 9.2 of the Contract.

49. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month of the Date of Substantial Completion.

50. "Scope of Work" is set forth in **Exhibit C**.
51. "Services" is defined in Section B of **Exhibit H**.
52. "Subcontractor" means a person or entity who has a direct contract with ESCO to perform a portion of the Work at the Facilities.
53. "Substantial Completion" means the date the individual scopes of work are fully implemented in accordance with the Contract Documents such that Customer may utilize the Project for its intended use, and is fully complete except for minor items, adjustments or corrections. The specific date of Substantial Completion shall be established pursuant to Section 1.3 of this Contract.
54. "Warranty Period" is defined in Section 12.1 of the Contract.
55. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

EXHIBIT B: FACILITIES

The facility is the City of Riverbank Waste Water Treatment Plant located at 23865 South Santa Fe Road, Riverbank, CA95367

EXHIBIT C: SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Scope of Work Description: (Attach additional pages as necessary)

ECM 1.1: WWTP UPGRADES TO FINE BUBBLE DIFFUSION

The existing aerators in T-1 and T-2 will be removed and turned over to the City of Riverbank for salvage. Flow to T-1 and T-2 will be diverted to alternate ponds with existing aeration by the City. T-1 and T-2 will also be dewatered and cleaned by the City.

A new pad adjacent to the existing MCC pad will house three (3) new blowers, and one (1) redundant blower. Associated power logic controllers and variable frequency drives will also be located on the new pad with electrical connections to the existing MCC. New air piping will be extended to the header running between T-1 and T-2 and will be sited to not interfere with access. Twenty-eight aeration chains with anchorage and connection to the air piping will be provided with a total of three hundred and thirty two (332) aeration units in T1 and one hundred and twenty six (126) in T-2. Individual valves at each chain header will provide maintenance capabilities. A motorized floating work platform with trainer will also be provide to enhance maintenance capabilities.

System will control automatically to maintain the DO set point at either T-1, T-2, or an average depending on operating parameters with an expected effluent of less than 50 mg/L of BOD₅ and TSS of less than 50 mg/L monthly average.

ASSUMPTIONS

No removal offsite of aerators

No removal offsite of excess excavated materials

City will divert flow to operation ponds to allow for work to T-1 and T-2 if requested

City will dewater and remove sludge from T-1 and T-2 if requested

Storage and temporary office space will be made available on site

Average daily flow is 1.67 MGD

Maximum daily flow is 1.80 MGD

EXHIBIT D: PERFORMANCE GUARANTEE

1. Performance Guarantee. The “Performance Guarantee” provided by ESCO will be as follows:

Year	Measured Savings	Non-Measured Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
0				
1	\$240,129	\$0	\$204,110	\$204,110
2	\$240,129	\$0	\$204,110	\$408,219
3	\$240,129	\$0	\$204,110	\$612,329
4	\$240,129	\$0	\$204,110	\$816,439
5	\$240,129	\$0	\$204,110	\$1,020,548
6	\$240,129	\$0	\$204,110	\$1,224,658
7	\$240,129	\$0	\$204,110	\$1,428,768
8	\$240,129	\$0	\$204,110	\$1,632,877
9	\$240,129	\$0	\$204,110	\$1,836,987
10	\$240,129	\$0	\$204,110	\$2,041,097
11	\$240,129	\$0	\$204,110	\$2,245,206
12	\$240,129	\$0	\$204,110	\$2,449,316
13	\$240,129	\$0	\$204,110	\$2,653,425
14	\$240,129	\$0	\$204,110	\$2,857,535
15	\$240,129	\$0	\$204,110	\$3,061,645
16	\$240,129	\$0	\$204,110	\$3,265,754
17	\$240,129	\$0	\$204,110	\$3,469,864
18	\$240,129	\$0	\$204,110	\$3,673,974
19	\$240,129	\$0	\$204,110	\$3,878,083
20	\$240,129	\$0	\$204,110	\$4,082,193
Total	\$4,802,580	\$0	\$4,082,193	

The procedure that was used to calculate savings is described in **Exhibit J: Measurement & Verification Plan**.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN THIS **EXHIBIT D** SHALL BE PROPORTIONALLY REDUCED TO COVER ONLY THE TIME PERIOD THE PASS AGREEMENT WAS IN EFFECT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

2. Guaranteed Savings Reconciliation. Customer, if required, will send ESCO all necessary utility or energy data as set forth in Exhibit D herein. Within sixty (60) days of receipt of such information for the previous Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year hereafter defined as “Savings Reconciliation”.

In the event the Actual Savings are less than the Annual Guaranteed Savings amount provided in this **Exhibit D** for any given year, ESCO may choose one of the following options to reimburse Customer:

(a) ESCO shall pay Customer the difference between the two amounts (“Reconciliation Value”) so that Customer realizes the full amount of the Performance Guarantee for each year that this PASS Agreement is in place. To pay Customer, ESCO may, at its sole option, either (1) pay Customer the Reconciliation Value for the previous Guarantee Year plus the Reconciliation Value for each remaining Guarantee Year under the PASS Agreement, which shall be calculated at five percent (5%) annual interest, using the original Reconciliation Value as the base year; or

(b) ESCO may elect to pay only for the Reconciliation Value for the Guarantee Year immediately preceding, as well any unpaid amounts from previous years. If ESCO elects to only pay for the Reconciliation Value presently due, the period for measuring actual savings for the purpose to determining future Reconciliation Values shall extend for a period of twelve (12) months, at no cost to Customer. At the end of this extended measurement period, ESCO will again determine the savings for the remaining guarantee periods using the methodology as set forth in Exhibit J and will again choose to reconcile any shortfalls with the same options presented at the conclusion of the initial measurement period. ESCO will make payments for the full amount of each Reconciliation Value to Customer within thirty (30) days of that year's Savings Reconciliation.

Any Actual Savings which are realized by Customer during the construction period will be deducted from any necessary shortfall reimbursement. In the event that ESCO has made a shortfall reimbursement and later savings exceed the guarantee, Customer will reimburse ESCO for the shortfall payment up to the amount of savings in excess of the guarantee. In no event will Customer be required to pay ESCO more than it has already received from ESCO as reimbursement for shortfalls in the amount of Actual Savings from the Performance Guarantee.

EXHIBIT E: PROJECT SCHEDULE

Date	Milestone
October 14,2013	Final IGA report presentation to the City of Riverbank staff
October 28, 2013	Final project presentation and approval at the City of Riverbankcouncil meeting
November 03, 2013	Notice to proceed issued to Schneider Electric
January, 2014	Design complete and issued for construction
March 2014	Project implementation commences
November, 2014	Substantialcompletion

Detailed schedules, such as contruction and procurement, will be provided at each phase.

EXHIBIT F: CERTIFICATE OF SUBSTANTIAL COMPLETION

To be provided at Substantial Completion

EXHIBIT G: (not used)

EXHIBIT H: PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

This Performance Assurance Support Services Agreement (this "PASS Agreement"), is by and between Schneider Electric Buildings Americas, Inc. ("ESCO"), and the City of Riverbank ("Customer"). To the extent that the terms and conditions in this PASS Agreement conflict with the terms and conditions in the Contract, the terms and conditions of this PASS Agreement shall control. Any capitalized terms used and not defined herein are as defined in the Contract. ESCO and Customer may each be referred to herein individually as a "Party" and collectively as the "Parties". There are no other parties to this Contract

Customer Legal Name Here

Schneider Electric Buildings
Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

A. Term. This PASS Agreement shall commence at the Savings Guarantee Commencement Date and continue for one (1) year (the "Initial Term") and shall automatically renew for additional one (1) year periods thereafter. After the Initial Term, Customer may terminate this PASS Agreement at anytime prior to thirty (30) days to the end of the then current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE D SHALL BE PROPORTIONALLY REDUCED TO COVER ONLY THE TIME PERIOD THE PASS AGREEMENT WAS IN EFFECT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

B. Service Scope and Payment. ESCO shall provide the Performance Assurance Support Services (the "Services") to Customer as set forth in **Exhibit K**, Section 1 during the Initial Term.

Upon the expiration of the Initial Term:

1. The available Services options may be amended from time to time at the sole discretion of ESCO.
2. After the end of Initial Term and each subsequent term thereafter, Customer may either (1) continue with the same level of Services as set forth in the previous term, (2) change the Services level by selecting one or more of the options as set forth in **Exhibit K**, Section 2, or (3) terminate this PASS Agreement and the Performance Guarantee in accordance with the termination provisions contained herein. The available Services options may be amended from time to time at the sole discretion of ESCO.
3. After the Initial Term, the prices set forth in **Exhibit K** shall be limited to annual upwards

adjustments in accordance with the increase in Consumer Price Index for All Urban Consumers; for the San Francisco Area, All items, not seasonally adjusted, 1982-1984 = 100 reference base ("CPI").

4. After the Initial Term, payment for each year's PASS Agreement is due within thirty (30) days of the start of that year's term. ESCO reserves the right to add 1.5% per month to any balance not paid after thirty (30) days of the start of that year's term. Customer acknowledges and understands that all charges are exclusive of any applicable federal, state, or local use, excise, sales taxes or similar fees charged to or against Customer for the Services. Customer may utilize purchase orders for ease of administration and ordering purposes in implementation of this PASS Agreement (to include: specific products or services, scope of work, quantities, price and delivery terms only), however, no pre-printed, additional, inconsistent or different terms contained or referenced in such purchase order shall have any force or effect, it being the intent of the parties that the terms of this PASS Agreement shall apply.

C. Access. Services provided under this PASS Agreement will be performed during the working hours of 6:30 a.m. to 2:30 p.m., local time, Monday through Friday (excluding ESCO holidays) unless specifically stated otherwise in the PASS Agreement. However, ESCO may have the need to access Customer Facilities during non-normal working hours and on holidays in order to identify and troubleshoot energy savings issues. Therefore, Customer will provide and permit ESCO reasonable access to Customer's facility and equipment to the extent necessary for ESCO'S personnel to perform the Services. Customer shall also provide access to key personnel to discuss facility operating requirements. ESCO will use commercially reasonable efforts to minimize any disturbance with Customer's operations while providing the Services.

D. Relationship. Customer and ESCO are independent contracting parties. Nothing in this PASS Agreement shall be construed to make either party or any of its employees, the partner, joint venturer, agent, or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. As an independent contractor, the mode, manner, method and means employed by ESCO in the performance of the terms and conditions of this PASS Agreement shall be of ESCO'S selection and under the sole control and direction of ESCO. Under the terms of this PASS Agreement, neither Customer nor any company in which it owns a controlling interest shall be required to furnish ESCO or any of its employees with any benefits, including but not limited to severance benefits, unemployment compensation or worker's compensation.

E. Insurance. ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents, including the requirements set forth in Section 14.2 of the Contract.

G. Excusable Delay. Delays in performance, by either party, shall not be deemed a default if such delays are due to Excusable Delays or Force Majeure events, as defined in the Contract Documents. An extension of time for such cause shall be in effect for the period of delay or longer, as may be mutually agreed upon through a Change Order.

H. Successors. Neither this PASS Agreement nor any rights arising hereunder may be assigned, pledged, transferred or hypothecated by ESCO without the consent of Customer. No Work performed pursuant to this PASS Agreement may be subcontracted in whole or in part by ESCO without the prior written consent of Customer.

I. Entire Agreement. This PASS Agreement sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This PASS Agreement may not be altered or modified in any way except by written instrument signed by a duly authorized representative of each party.

J. Severability. If any provision of this PASS Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

K. Governing Law. This PASS Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the State of California, without regard to its choice of law provisions. Venue shall be in the federal, state or municipal courts serving the county in which the Services are performed.

L. Limitation of Liability. The Parties' liability shall be as set forth in Section 14.1 of the Contract.

EXHIBIT I: CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE

A. General Responsibilities. Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the responsibilities outlined in this **Exhibit I**. Further, the Parties agree that Customer will not be held responsible for performing any task it has not been trained to perform by ESCO, to the extent any special training is required.

Customer agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

1. Facilities
2. All buildings served by the meters listed within this Contract
3. All mechanical equipment rooms in the buildings listed within this Contract
4. All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
5. Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
6. Monthly utility invoices and billing history for all of the meters listed within this Contract
7. Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
8. Any data from meters or sub-meters relevant to M&V associated with this Contract

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and Service support.

Customer will perform daily facilities monitoring and promptly review anyalarm summaries.

Customer will designate an individual as "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Customer will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Customer will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Customer on a time and materials basis.

B. Maintenance Responsibilities. Customer agrees to use its best efforts to maintain the ECMs in original operating condition with allowance for normal wear and tear ("Original Operating Condition"). If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Customer agrees to (1) make any repairs or replacements it has been trained to perform by ESCO to the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Customer will agree to maintain all parts of the Project Facilities where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Customer refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall mutually agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to **Exhibit J**, or (2) the parties may terminate this Performance Guarantee and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

C. Adjustment Responsibilities. In addition to the responsibilities of Customer set forth in this **Exhibit I**, Customer also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

D. Adjustment Schedule. Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in **Exhibit J**. A non-routine adjustment is required for any change outside of those explicitly defined in **Exhibit J** that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense.

E. Customer Required Non-Routine Baseline Adjustment Responsibilities. If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment (defined below). Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

The following are the non-routine baseline adjustment responsibilities that must be taken for the situations outlined below.

1. Addition of New Energy User.

(a) Non-Routine Baseline Adjustment Responsibilities. All utility services to the facility or energy user which affect the energy use of any meter included in **Exhibit J** must be sub-metered at Customer's expense.

(b) Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in **Exhibit J** or 20,000 ft².

2. Addition to Existing Facility.

(a) Non-Routine Baseline Adjustment Responsibilities. All utility services to the addition which affect the energy use of any meter included in **Exhibit J** must be sub-metered at Customer's expense.

(b) Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in **Exhibit J** or 20,000 ft².

3. Renovation / Modification to Existing Facility or Utility Service.

(a) Non-Routine Baseline Adjustment Responsibilities. All utility services for the affected portion of the facility must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.

(b) Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in **Exhibit J** or 20,000 ft².

4. Demolition / Abandonment of Existing Facility or Utility Service.

(a) Non-Routine Baseline Adjustment Responsibilities. All utility services for the affected facility must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.

(b) Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in **Exhibit J** or 20,000 ft².

5. Re-commissioning of Out of Service Building.

(a) Non-Routine Baseline Adjustment Responsibilities. All utility services for the affected facility must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.

(b) Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in **Exhibit J** or 20,000 ft².

6. Change in Occupancy.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

(b) Threshold limit: 5% of the total occupant count in the base year.

7. Change in Schedule.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

(b) Threshold limit: 5% of the total scheduled hours for the meter as defined in **Exhibit J**.

8. Change in Set-points.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

- (b) Threshold limit: An average of 0.5° from the set-points defined in **Exhibit J**.

9. Change in Operational Calendar.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

- (b) Threshold limit: 5% of the total scheduled hours for the meter as defined in **Exhibit J**.

10. Change in Plug Load.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

- (b) Threshold limit. 1% of the base year peak 15-minute average kW for the affected meter.

11. Customer Initiated ECMs.

(a) Non-Routine Baseline Adjustment Responsibilities. Customer must develop and execute an M&V plan at Customer's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.

- (b) Threshold limit: 2% of the projected savings on any affected meter.

12. Additional Requirements.

(a) Missing Bills. Customer is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

(b) Failure to Operate ECMs According to Operational and Design Intent. Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

(c) Failure to Perform Project Specific Customer Responsibilities. Customer agrees to perform the project specific Customer responsibilities as defined in **Exhibit I**. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

(d) Other Causes. Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Customer will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

F. Assumed Savings Procedure Adjustment.

1. If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).

2. If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).

3. If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.

If pursuant to the Assumed Savings Procedure Adjustment, ESCO makes improvements to the Project beyond the original scope as defined in **Exhibit C**, which results in an increase in the Actual Savings, an Measurement & Verification plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

G. Estimated Savings Procedure Adjustment. At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit. If ESCO determines that a change is above the threshold limit, it must provide Customer with proper documentation of such finding and give the Customer an opportunity to contest such finding. When the Estimated Savings Procedure Adjustment is used, ESCO shall submit documents to Customer which satisfactorily show how the Estimated Savings Procedure Adjustment estimate is computed.

EXHIBIT J: MEASUREMENT & VERIFICATION PLAN

A. Projected Annual Savings. The Performance Guarantee as established in **Exhibit D** shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility -OR- Utility Meter	Annual Projected Savings		
	Consumption	Demand	Units
Waste Water Treatment Plant Meter #36250099	2,593,087	2,555	kWh, kW

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in **Exhibit D**.

B. Energy, Water, and Operations & Maintenance (O&M) Rate Data. The cost of energy in any period will be determined by applying the rates as defined below ("Baseline Energy Rates"), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type.

Utility Company:	Modesto Irrigation District		
Rate Schedule:	GSTOU		
Component	Charge	Unit	Description
Customer Charge:	\$141.88	Per Month	Customer Charge
Demand Charge:	\$16.37	Per kW	Max Demand
Consumption Charge:	\$0.1199	Per kWh	Peak Summer
	\$0.0923	Per kWh	PartPeak Summer
	\$0.0601	Per kWh	Off Peak Summer
	\$0.0805	Per kWh	On Peak Winter
	\$0.0601	Per kWh	Off Peak Winter
Other Charges:	\$0.0028	Per kWh	Capital Infrastructure Adjustment
	\$0.0004	Per kWh	Greenhouse Gas Adjustment
	\$1.43	Per kVAr	Power Factor ¹
Other Rate Details:	Summer is May through September. Winter is October through April.		
	Peak Summer period is 1pm – 9pm, M-F (except holidays)		
	PartPeak Summer period is 8am – 1pm and 9pm – 11pm, M-F (except holidays)		
	Off Peak Summer period is 11pm – 8am, M-F, and All day Sat, Sun, and Holidays.		
	On Peak Winter period is 8am – 11pm, M-F (except holidays)		
	Off Peak Winter period is 11pm – 8am, M-F, and All day Sat, Sun, and Holidays.		
	¹ Power Factor is charged if the maximum kvar demand is greater than half of the maximum kW demand. If so, the charge is applied to the amount of kvar in excess of half of the maximum kW demand.		
	GSTOU rate effective April 2013.		

C. Common ECM Assumptions.

i. Weather Data Source. Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at Sacramento Executive Airport (SAC). In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer's written approval.

D. Measurement & Verification Details

i. Overview of M&V Plan, and Savings Calculation The method of determining energy savings described in this section uses "Option C – Whole Facility (Main Meter Measurement)" as described in the International Performance Measurement and Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The achieved energy savings will be based on a comparison of annual normalized measurement period energy use and demand to annual normalized base year energy use and demand. The annual normalized measurement period energy use will be determined based on a 3 month measurement window during the Performance Period. Although savings are calculated as an annual value, a 3 month measurement window is sufficient to capture the various operating conditions seen throughout the entire year. The final savings determined under this method will be repeated each year of the Performance Period. If the measurement period is extended beyond the first 12 months of the Performance Period in accordance with Schedule C, a 3 month measurement window will still be used and the final savings determination will be repeated for all remaining years of the Performance Period.

The remainder of this section provides the energy savings calculations, the key parameter measurements that will be conducted, the parameters that will be estimated and those values, and how cost savings will be calculated.

ii. Guaranteed Meters The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Meter Name	Account	Utility Type	Utility Company	Rate	Units
Plant - 36250099	25000116306	Electricity	MID	GSTOU	kWh, kW

E. Energy Savings Calculations

i. Overview of Savings Methodology Energy savings will be measured by comparing the normalized Performance Period annual energy consumption and demand to the normalized annual energy consumption and demand for the same meter in the base year period by utilizing energy meter data. Base year energy and demand and Performance Period energy and demand will be normalized to the same conditions to estimate how much energy would have been used in a typical annual period. The energy saved is the difference between the normalized base year consumption and the normalized Performance Period consumption. The demand saved is the difference between the normalized base year demand and the normalized Performance Period demand.

ii. Equations and Analysis of Energy Savings Savings are calculated as the difference in energy usage from the baseline after normalizing and the Performance Period after normalizing. This is shown in Equation 1 below:

Equation 1 – Energy Consumption Savings

$$E_{save} = E_{Normal_Baseline} - E_{Normal_Performance}$$

Where,

E_{save} = Energy savings

$E_{\text{Normal_Baseline}}$ = Normalized energy usage of facility equipment pre-implementation

$E_{\text{Normal_Performance}}$ = Normalized energy usage of facility equipment post-implementation

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data, wastewater treatment data including daily flows, total suspended solids, ammonia nitrate levels, carbonaceous biochemical oxygen demand, and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption and is defined by the generic form of Equation 2 below:

Equation 2 – Typical Baseline Energy Use Formula

$$E_{\text{Baseline}} = \sum_{i=1}^n C_A \cdot A_i + C_B \cdot B_i + C_D \cdot D_i + \dots$$

Where,

E_{Baseline} = Adjusted baseline period consumption

n = Number of billing periods in year.

C_A = A constant representing units of consumption per variable A

A = Relevant variable A

C_B = A constant representing units of consumption per variable B

B = Relevant variable B

C_D = A constant representing units of consumption per variable D

D = Relevant variable D

... = Additional potential variables necessary to define the baseline energy use

Note: the final baseline mathematical model may include non-linear factors in order to better reflect energy use. This formula is presented only as a typical example of a baseline mathematical model.

Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of ESCO after the execution of this agreement. Typical adjustments are provided in detail in Schedule E.

Normalized baseline energy use will be computed by applying typical input variables to the mathematical model. The Performance Period energy use will also be represented by a mathematical model similar to the baseline mathematical model. The normalized Performance Period energy use will be computed by applying the same typical input variables to the resulting Performance Period mathematical model.

Demand savings are computed similarly to the consumption savings, as shown by Equation 3 below:

Equation 3 – Peak Demand Savings

$$D_{\text{save}} = D_{\text{Normal_Baseline}} - D_{\text{Normal_Performance}}$$

Where,

D_{save} = Demand savings

$D_{\text{Normal_Baseline}}$ = Normalized energy demand of facility equipment pre-implementation

$D_{\text{Normal_Performance}}$ = Normalized energy demand of facility equipment post-implementation

Adjusted base year demand is calculated as demonstrated in the generic form of Equation 4 below:

Equation 4 – BaselinePeak Demand

$$D_{Baseline} = \sum_{i=1}^n D_A + D_B \cdot \frac{B_i}{T_i} + D_C \cdot \frac{C_i}{T_i} + \dots$$

Where,

$D_{Baseline}$ = Adjusted baseline period demand

n = Number of billing periods in year.

D_A = A constant representing units of demand

D_B = A constant representing units of demand per variable B

D_C = A constant representing units of demand per variable C

B = Relevant variable B

C = Relevant variable C

T_i = Number of days in billing period i

... = Additional potential variables necessary to define the baseline demand

Note: the final baseline mathematical model may include non-linear factors in order to better reflect energy use. This formula is presented only as a typical example of a baseline mathematical model.

Normalized baseline demand will be computed by applying typical input variables to the mathematical model. The Performance Period demand will also be represented by a mathematical model similar to the baseline mathematical model. The normalized Performance Period demand will be computed by applying the same typical input variables to the resulting Performance Period mathematical model.

F. Key Parameters Measurement Strategy

i. Pre-Implementation Measurements and Documentation Customer will provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A for a minimum of twenty-four (24) months of historical utility data that is to represent a complete span of two years worth of energy usage. Customer will also provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A from the end of that twenty-four (24) month data set through the Savings Guarantee Commencement Date within the timelines specified in Schedule E. Customer will also provide ESCO with wastewater treatment plant data for the same time period.

ii. Performance Period Measurements and Documentation Throughout the Performance Period, Customer will provide ESCO with the monthly utility bills and all delivery invoices for the accounts included in Paragraph A within the timelines specified in Schedule E. Customer will also provide ESCO with wastewater treatment plant data for the same time periods. A 3 month window of this data will be analyzed to determine the Performance Period mathematical model. If the utility company does not provide interval utility readings (at least hourly values), ESCO will install a revenue grade meter capable of providing interval readings for use in creating the mathematical models of the Performance Period energy use.

G. Parameter Estimates

i. Parameters The parameters defined in the equations outlined in Section E that are estimated are determined through engineering analysis of pre-implementation measured utility data and Performance Period measured utility data. This is done to establish the relationship between the independent factors and the consumption and demand. The end result of this analysis is the set of coefficients used in the equations defined in Paragraph B to fully define the mathematical models for each phase of the project. Variables that may be used as part of these mathematical models include billing period length, volume and properties of wastewater treated, daily weather data including precipitation, and any other relevant variables necessary to adequately model the energy use. All energy use will be normalized to calendar month billing periods using base year wastewater treatment plant data.

H. Cost Savings Calculations

i. Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in the table below. The applicable utility rates will be applied to the baseline and Performance Period energy use for the accounts in Paragraph D. Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n \sum_{k=1}^q (\$_{Baseline} - \$_{Performance})_k \hat{u}_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of accounts

q = Total number of billing periods for account i

EXHIBIT K: PERFORMANCE ASSURANCE SUPPORT SERVICES

A. Performance Assurance Support Services After the project development, construction, and commissioning phases, the project enters the “guarantee phase” or “Performance Period”, which is defined in Exhibit A to the Contract, and transfers responsibility to the Performance Assurance Support Services (PASS) group. At this time, a representative will be assigned to the City of Riverbank and will be responsible for monitoring the performance of the installed ECMs. The PASS department’s primary goal is to ensure the City of Riverbank remains satisfied over the life of the project. The PASS department’s primary services include:

i. Monitoring The PASS department is responsible for providing the support and monitoring needed to ensure the ECMs perform throughout the life of the guarantee. PASS will monitor and fine-tune the installed project to ensure success.

ii. Support Services Schneider Electric’s remote monitoring capabilities allow the PASS team to troubleshoot the City of Riverbank’s systems and identify difficulties before they occur. The City’s assigned PASS representative will be the City’s primary point of contact. City will inform Schneider Electric within a reasonable time of any matter pertaining to the Contract, including performance of the ECMs, that requires Schneider Electric’s attention or repair. The Pass representative will respond within seventy-two (72) hours. If a PASS representative is unable to troubleshoot a technical issue remotely, an on-site visit will occur within seven (7) days of the issue being brought to the attention of Schneider Electric. PASS also performs on-site inspections of the installed measures as warranted and reports any issues and/or opportunities.

iii. Measurement and Verification The success of a performance contract is measured both in customer satisfaction and the strength of the guarantee. A primary function of PASS is to measure and verify utility savings resulting from the project. Should the guaranteed savings not appear, PASS will be responsible for reimbursing the City for the difference between the guaranteed savings and actual savings. In the event of a shortfall, the PASS department will investigate the City’s operation and determine if any additional efficiency improvements can be implemented, while continually considering Plant operation.

iv. Reporting The City of Riverbank will receive a report from PASS detailing the Plant’s energy performance, including energy consumption and savings, potential additional savings, and possible issues.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	October 28, 2013
Subject:	Resolution to Approve an Appointment to the Planning Commission, and to have the Oath of Office Administered
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council adopt a resolution to approve the appointment of Mr. Anthony McKinney, based on the recommendation of Mayor O'Brien, to fill the current Planning Commissioner vacancy formerly held by Mr. Max Melendez, and to have the City Clerk administer the Oath of Office upon approval.

SUMMARY

At a regular City Council meeting on August 12, 2013, City Council took action pursuant to the Riverbank Municipal Code to remove Planning Commissioner Max Melendez from office due to the lack of meeting attendance. In order to fill the vacancy, City Council directed staff to conduct a recruitment process and receive applications for consideration of an appointment to the vacant seat.

The recruitment period to fill the Planning Commissioner seat, for a four-year term expiring December, 2017, opened on September 3, 2013, and closed on September 16, 2013; receiving only one application. To garner more applications for consideration, the recruitment period was extended and therefore reopened on September 23rd and closed on October 18th. Applications were received from Mr. Ric McGinnis, Mr. Larry King, and Mr. Anthony McKinney; respectively.

Mayor O'Brien conducted the interviews on Wednesday, October 23rd, and in accordance with Riverbank Municipal Code Section 32.36 (B), the Mayor is recommending that the City Council approve the appointment of Mr. Anthony McKinney to fill the Planning Commissioner seat; if approved, the City Clerk is to administer the Oath of Office.

BACKGROUND

The Planning Commission plays an important role in the City by assisting in the implementation of public policy, especially those issues related to community planning and development. Riverbank Municipal Code, Section 32.37 states, “the terms of the Planning Commission members shall be established by resolution of the City Council and may be changed from time to time in the same manner. All vacancies shall be filled for the unexpired term. A member of the Commission may be removed from the office by a majority vote of the Council, or by the Mayor, subject to approval of the Council”.

Over the years, an oversight of determining the length of terms has occurred when filling unexpired terms and, as a result, the current Planning Commissioner’s terms are most likely not correct. Review of records indicates the terms of the entire five-member Commission expires simultaneously rather than in staggered years as originally intended by City Council Resolution No. 80-77. On previous occasions, City Council was informed of staff’s efforts to work towards clarifying the terms of all current Planning Commission seats as well as improving the existing scope of the Municipal Code that establishes the Planning Commission.

To temporarily address this matter, City Council approved the terms of Chairperson Joan Stewart, and Commissioners Patricia Hughes, and Carlos Villapudua on December 17, 2012, and Commissioner John Degele on January 14, 2013, to continue serving on an interim basis, until staff researched and determined a course of corrective actions to present to City Council.

Like all formation of Boards, it is most effective to stagger the terms of office to maintain the experience and knowledge of a few current members, thereby, preserving the ability of the Board to continue its business at hand and provide the leadership needed to assist newly appointed members. Therefore, the approval of this proposed Planning Commissioner appointment, for a four-year term expiring December, 2017, is staff’s first step towards restoring the formation of Riverbank’s Planning Commission.

Staff’s continued efforts, to take additional steps in correcting the terms of the remaining four (4) Commissioner seats and revision of the current Municipal Code, will be forthcoming for City Council’s consideration.

FINANCIAL IMPACT

Currently, compensation to serve as a Planning Commissioner is \$100 for attendance of a scheduled meeting, which is a fixed amount set at the discretion of the City Council. It is anticipated that during review of the Planning Commissions formation, the fixed amount of compensation will be presented to City Council for review.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE APPOINTMENT OF ANTHONY MCKINNEY AS PLANNING COMMISSIONER TO SERVE A FOUR-YEAR TERM ON THE RIVERBANK PLANNING COMMISSION EXPIRING DECEMBER 2017

WHEREAS, the City of Riverbank Planning Commission was established and is regulated pursuant to Municipal Code Title III; Chapter 32, Sections 32.25 through 32.40; and

WHEREAS, the City of Riverbank Planning Commission currently has a vacant seat formerly held by Mr. Max Melendez; and

WHEREAS, at the August 12, 2013, regular City Council meeting, direction was given to staff to advertise and conduct a recruitment and, as a result, three (3) applications were received for consideration; and

WHEREAS, the Mayor conducted interviews on August 23, 2013, and in accordance with the Municipal Code, recommended the appointment of Mr. Anthony McKinney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the appointment of Mr. Anthony McKinney as Planning Commissioner to serve a four-year term commencing immediately upon taking the Oath of Office on this 28th day of October, 2013, and expiring December, 2017; however, may temporarily continue to serve until a new appointment has been made.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of October, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	October 28, 2013
Subject:	Review of the Jacob Myers Park Management Plan, Parking Fee
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review the park attendance statistics and related parking fee financial information for the Jacob Myers Park summer month's operations during May through September of 2013, the busiest months of the park's use.

SUMMARY

Jacob Myers Park established a management plan in 2011 to put services in place to accommodate the large number of visitors to the park during the months of May through September each year. This plan included a \$5.00 parking fee on weekends during these busy months.

The management plan has been successful in all aspects. The park is kept safe, clean and operates smoothly, in part, due to the funding provided by the parking fee. Statistics on attendance and the financials will be presented to City Council as requested at this meeting.

BACKGROUND

Jacob Myers Park has become a very popular park for not only Riverbank residents but travelers from all areas. Soon after the improvements were made to the park, attendance during the summer began to increase. The management plan was put into place when it was apparent that in order to enforce rules, keep up with the garbage collection and restrooms clean-up, and preserve a safe environment for the park patrons, the presence of additional staff and security officers was needed.

The establishment of the parking fee has covered the cost of security, park aides and repairs at the park. This year due to concerns from the River Cove Neighborhood, security and maintenance were also provided across the River at a popular beach area that is accessed through the River Cove neighborhood. Monthly meetings were held with the River Cove neighbors and they were in agreement that these services were beneficial.

It was suggested by City Council, prior to this summer season and in review of the parking fee, to conduct a survey during the months of May through September to determine where the park patrons were from and the financials of collecting and expending the parking fees.

SURVEY RESULTS

The survey was taken from May through September, 2013. The Park Aide, security guard or park host that worked the ticket booth at the park entrance asked people upon entry where they were from and submitted a tally sheet to our office each Monday morning. This is not a perfect survey as at times the numbers that were submitted did not match the total the number of cars that entered the park. This was due to busy days, distraction or simply forgetting to ask the survey question. Overall, the information accumulated gives us enough information to project the following:

- 60%-64% of park attendees are from other areas if we used the most heavily attended Sundays of each month. This may be largely due to reservations for family reunions or parties.
- On a regular Saturday or Sunday 50% of the attendees are from other areas.
- There were more people from Modesto using the park than Oakdale or Escalon.
- 20%-30% of those attending from other areas were from Stockton, Manteca, Tracy, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area, French Camp and Ceres.

STAFF RECOMMENDATION

The Jacob Myers Park Management Plan has been successful. The Community appears satisfied with the services provided and the overall park maintenance. Staff recommends that we continue to operate as is with the \$5.00 parking fee in place from May through September.

We may want to consider increasing the park host stipend for the front park host site during the busy season to reduce the cost of park aide services.

FINANCIAL IMPACT

The \$5.00 parking fee has funded the maintenance of Jacob Myers Park and all services provided therein during the busiest months of May through September.

2013 - Summer's total financials: Revenue – Expenses = (Balance Left)
 $\$32,002.63 - \$30,185.62 = \underline{\$1,817.01}$

Current Fund Balance: 2012 Balance + 2013 Balance = Remaining Balance
 $\$4,787 + \$1,817.01 = \underline{\$6,604.01}$

These funds eliminate a financial impact to the City's General Fund.

ATTACHMENTS

1. Exhibit A: JMP Summer 2013 Financial Status
2. Exhibit B: JMP Attendance Survey

Exhibit A

2013 Jacob Myers Park Summer Statistics

Revenue:

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTALS
Parking Fees	\$4,061.83	\$7,684.00	\$7,630	\$4,466.80	\$3,400	\$27,242.63
Reservations	\$600	\$1,320	\$1,140	\$940	\$760	\$4,760
TOTAL	\$4,661.83	\$8,904.20	\$8,770	\$5,406.80	\$4,160	32,002.63

TOTAL REVENUE: \$32,002.63

Expenses:

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTALS
Ontel Security	\$1,543	\$2,348.24	\$2,856.22	\$1,742.88	\$1,368.75	\$9,859.09
Extra Ontel Security	\$2,746	\$210	\$90	\$195		\$3,241
Park Aide (Regular)	\$924.85	\$1,436.44	\$2,145.42	\$1,753.35	\$1,041.88	\$7,301.94
Park Aide (Additional)	\$413.05	\$1,066.53	\$1,800.18	\$913.25	\$567.17	\$4,760.18
Equipment & Supplies	\$1,004.19	\$400.37	\$1,038.11	\$45.74		\$2,488.41
Safe Tree Cuts	\$1,860			\$675		\$2,535
TOTAL	\$8,491.09	\$5,461.58	\$7,929.93	\$5,325.22	\$2,977.80	\$30,185.62

TOTAL EXPENSES: \$30,185.62

Revenue – Expenses = (Balance Left)

\$32,002.63 - \$30,185.62 = \$1,817.01

**** Remaining Balance from 2012 = \$4,787.00**

2012 Balance + 2013 Balance = Current Fund Balance

\$4,787 + \$1,817.01 = \$6,604.01

JACOB MYERS PARK
SURVEY SUMMARY OF PARK ATTENDANCE
(MAY - SEPTEMBER, 2013)

Jacob Myers Park Summary of Park Attendance

Jacob Myers Park Attendance

Month of May	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday, May 04, 2013	168								
Sunday, May 05, 2013	66	8	2	4					
Saturday, May 11, 2013	87	9	3	13	20	28	10	8	20
Sunday, May 12, 2013	129	20	1	7	26	25	18	13	21
Saturday, May 18, 2013	63	17	2	9	21	13	5	4	17
Sunday, May 19, 2013	86	15	5	9	49	26	3	4	23
Saturday, May 25, 2013	87	17	4	9	44	30	12	9	33
Sunday, May 26, 2013	102	16	4	9	57	49	5	7	19
Monday, May 27, 2013	43	19	4	6	33	23	6	8	8

Other Travelers: Stockton, Manteca, Tracy, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area

Jacob Myers Park Averages

Month of May	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday Averages	101	14	3	10	28	24	9	7	23
Highest # on Saturday	168	17	4	13	44	30	12	9	33
Lowest # on Saturday	63	9	2	9	20	13	5	4	17
Sunday Averages	96	15	3	7	44	33	9	8	21
Highest # on Sunday	129	20	5	9	57	49	18	13	23
Lowest # on Sunday	66	8	1	4	26	25	3	4	19
Holiday	43	44	45	46	47	48	49	50	51

JACOB MYERS PARK
SURVEY SUMMARY OF PARK ATTENDANCE
(MAY - SEPTEMBER, 2013)

Jacob Myers Park Attendance

Month of June	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday, June 01, 2013	165	14	2	7	82	23	4	10	37
Sunday, June 02, 2013	214	13	2	9	63	43	13	40	55
Saturday, June 08, 2013	203	2	14	9	81	41	15	25	20
Sunday, June 09, 2013	199	11	6	6	92	23	15	12	55
Saturday, June 15, 2013	136	13	5	7	63	22	2	19	29
Sunday, June 16, 2013	185	16	2	11	70	26	31	31	27
Saturday, June 22, 2013	195	16	8	12	79	54	12	7	43
Sunday, June 23, 2013	135	17	3	7	51	35	3	6	40
Saturday, June 29, 2013	249	7	9	15	85	79	14	10	61
Sunday, June 30, 2013	217	14	6	8	88	58	11	15	45

Other Travelers: Stockton, Manteca, Ceres, Tracy, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area

Jacob Myers Park Averages

Month of June	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday Averages	323	10	8	10	78	44	9	14	38
Highest # on Saturday	249	16	14	15	85	79	15	25	61
Lowest # on Saturday	136	2	2	7	63	22	2	7	20
Sunday Averages	190	14	4	8	73	37	15	21	44
Highest # on Sunday	217	17	6	11	92	58	31	40	55
Lowest # on Sunday	135	11	2	6	51	23	3	6	27

JACOB MYERS PARK
SURVEY SUMMARY OF PARK ATTENDANCE
(MAY - SEPTEMBER, 2013)

Jacob Myers Park Attendance

Month of July	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Thursday, July 04, 2013	218	12	7	9					
Saturday, July 06, 2013	221	4	3	12	67	54	10	8	82
Sunday, July 07, 2013	205	0	9	13	79	49	14	11	52
Saturday, July 13, 2013	192	22	11	14	81	73	12	18	63
Sunday, July 14, 2013	219	16	9	13	76	64	15	6	58
Saturday, July 20, 2013	147	19	12	9	64	81	14	6	43
Sunday, July 21, 2013	195	22	11	9	58	43	6	11	67
Saturday, July 27, 2013	174	17	8	12	61	46	11	6	50
Sunday, July 28, 2013	204	23	11	8	85	41	11	7	60

Other Travelers: Stockton, Manteca, Ceres, Tracy, French Camp, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area

Jacob Myers Park Averages

Month of July	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday Averages	184	16	9	12	68	64	12	10	60
Highest # on Saturday	221	22	12	14	81	81	14	18	82
Lowest # on Saturday	147	4	3	9	61	46	10	6	43
Sunday Averages	206	15	10	11	75	49	12	9	59
Highest # on Sunday	219	23	11	13	85	64	15	11	67
Lowest # on Sunday	195	0	9	8	58	41	6	6	52
Holiday	218	12	7	9					

JACOB MYERS PARK
SURVEY SUMMARY OF PARK ATTENDANCE
(MAY - SEPTEMBER, 2013)

Jacob Myers Park Attendance

Month of August	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday, August 03, 2013	149	21	8	6	69	52	3	1	24
Sunday, August 04, 2013	153	16	9	13	62	52	6	3	30
Saturday, August 10, 2013	199	27	9	12	77	36	7	12	47
Sunday, August 11, 2013	149	28	14	8	75	28	11	4	31
Saturday, August 17, 2013	211	29	11	13	63	46	32	19	51
Sunday, August 18, 2013	134	21	8	10	63	47	0	5	19
Saturday, August 24, 2013	137	24	9	5	50	48	5	1	33
Sunday, August 25, 2013	67	18	5	4	29	17	1	2	18
Saturday, August 31, 2013	119	17	2	7	61	14	3	5	36

Other Travelers: Stockton, Manteca, Ceres, French Camp, Tracy, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area

Jacob Myers Park Averages

Month of August	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday Averages	163	24	8	9	64	39	10	8	38
Highest # on Saturday	211	29	11	13	77	52	32	19	51
Lowest # on Saturday	119	17	2	5	50	14	3	1	24
Sunday Averages	126	21	9	9	57	36	5	4	25
Highest # on Sunday	153	28	14	13	75	52	11	5	31
Lowest # on Sunday	67	16	5	4	29	17	0	2	18

JACOB MYERS PARK
SURVEY SUMMARY OF PARK ATTENDANCE
(MAY - SEPTEMBER, 2013)

Jacob Myers Park Attendance

Month of September	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Sunday, September 01, 2013	119	17	12	8	73	46	13	8	59
Monday, September 02, 2013	112	15	5	7	48	33	4	1	26
Saturday, September 07, 2013	133	14	4	7	58	32	6	14	23
Sunday, September 08, 2013	152	29	5	11	57	46	4	7	38
Saturday, September 14, 2013	69	16	3	4	42	13	0	3	11
Sunday, September 15, 2013	72	16	7	3	51	9	2	0	10
9/21 & 22/2013	102	12	0	2	52	18	7	3	23
Sunday, September 22, 2013		14	4	9					
Saturday, September 28, 2013	70	25	0	2	9	5	1	1	2
Sunday, September 29, 2013	67	14	3	5	33	19	5	1	9

Other Travelers: Stockton, Manteca, Ceres, Tracy, French Camp, Ripon, Sacramento, Bay Area, Lodi, Turlock, Fresno Area

Jacob Myers Park Averages

Month of September	# of Cars	# of Trail Walkers	# of Boats	# of ADA's	Riverbank Travelers	Modesto Travelers	Oakdale Travelers	Escalon Travelers	Other - Travelers
Saturday Averages	94	17	2	4	40	17	4	5	15
Highest # on Saturday	133	25	4	7	58	32	7	14	23
Lowest # on Saturday	69	12	0	2	9	5	0	1	2
Sunday Averages	103	18	6	7	54	30	6	4	29
Highest # on Sunday	152	29	12	11	73	46	13	8	59
Lowest # on Sunday	67	14	3	3	33	9	2	0	9
Holiday	112	15	5	7	48	33	4	1	26

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1
SECTION: INFORMATIONAL ITEM

Meeting Date:	October 28, 2013
Subject:	Warrant Registers for 10/03/13 and 10/10/13 and Credit Card Statements for 08/22/13
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/City Treasurer

RECOMMENDATION

It is recommended that the City Council review as an informational item the warrant registers for 10/03/13 and 10/10/13 and Credit Card Statements for 08/22/13.

SUMMARY

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

10/03/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
40887	Riverbank Unified School District: Gym Utilities	Recreation Fund 134	\$3,789.52
40890	Snider and Associates: Strategic Planning Assistance	General Fund 101	\$2,665.14
40893	Thales Consulting: Annual Streets & Roads Report	General Fund 101	\$1,260.00
40897	Trikke Tech, Inc.: Trikke Vehicles	San Joaquin Valley Air Pollution Control Dist. Grant	\$21,903.52
40898	Tsuboi Design: Strategic Planning Assistance	General Fund 101	\$1,417.40
40900	Union Bank: Administrative Fee for Assessment District Bonds	Assessment District Fund 156 & 170	\$2,720.00

10/10/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
40902	Blake Elliot Insurance: Force Home Insurance for Housing Rehabilitation Loan	Old Housing Program Income Fund 139	\$646.00
40912	Denise Clayton: Youth of the Year Scholarship (2012 Winner)	MOY/COY Fund	\$500.00
40921	Gordon B. Ford: Annual Property Tax Assessment	Various Funds	\$10,101.58
40927	Ethan Lang: Youth of the Year Scholarship (2012 Nominee)	MOY/COY Fund	\$100.00

FINANCIAL IMPACT

There are reductions in various funds for payment of expenses.

ATTACHMENTS

1. Warrant Registers: 10/03/2013 and 10/10/2013
2. Credit Card Statement: 08/22/2013

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
40865	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		213.03
40865	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		213.04
40865	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		213.04
						639.11
40866	101-408.000-706.026	103135	AGUILAR/ANNABELLE//	REIMBURSEMENT		40.00
						40.00
40867	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		464.34
40867	102-418.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.01
40867	106-423.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.00
40867	114-433.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.00
40867	102-418.000-706.029	103079	BAY ALARM COMPANY	ALARM SERVICES		110.00
40867	114-433.000-706.029	103079	BAY ALARM COMPANY	ALARM SERVICES		110.00
40867	119-442.000-705.041	103079	BAY ALARM COMPANY	ALARM SERVICES		110.00
40867	114-433.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		1,645.74
						2,761.09
40868	106-424.000-702.030	105346	BELKORP AG, LLC	EQUIPMENT MAINTENANCE		64.18
						64.18
40869	106-424.000-706.036	103583	CASHIER - DPR	PESTICIDE RENEWAL		60.00
						60.00
40870	101-404.000-702.033	104609	CHURCHWELL WHITE	LEGAL SERVICES		11,938.18
						11,938.18
40871	101-403.000-702.032	95279	CLENDENIN BIRD & COMPAN	AUDIT SERVICES - YEAR EN		11,058.00
						11,058.00
40872	106-424.000-702.030	102446	CNH CAPITAL	EQUIPMENT MAINTENANCE		112.58
						112.58
40873	101-401.000-706.033	03001	DESIGNS BY KAREN	ARRANGEMENT - DOTTY		53.81
						53.81
40874	119-442.000-705.040	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		31.76
40874	119-442.000-705.040	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		12.56
						44.32

VENDOR APPROVAL SUMMARY REPORT

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
40875	119-000.000-200.175	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		1,047.63
40875	119-000.000-200.175	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		62.04
40875	119-000.000-200.175	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		158.53
40875	119-000.000-200.175	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		146.18
40875	119-000.000-200.175	101020	GEORGE REED, INC.	BUILDING MAINTENANCE		311.04
						1,725.42
40876	101-000.000-200.160	17801	GILTON SOLID WASTE MGMT	REFUSE SERVICE		201,925.73
						201,925.73
40877	151-477.000-707.101	10028	GIULIANI & KULL, INC.	OAKDALE & MORRILL ROAD		7,685.00
40877	208-467.000-707.086	10028	GIULIANI & KULL, INC.	CENTRAL AVE REHABILITA		2,793.75
40877	206-474.000-707.085	10028	GIULIANI & KULL, INC.	CENTRAL AVE REHABILITA		2,793.75
40877	101-412.000-702.035	10028	GIULIANI & KULL, INC.	CAPITAL IMPROVEMENTS		862.50
						14,135.00
40878	101-414.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		7,890.00
						7,890.00
40879	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	EQUIPMENT MAINTENANCE		141.26
						141.26
40880	106-423.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		188.88
						188.88
40881	118-441.000-706.035	104013	HUB INTERNATIONAL INSUR	RENTAL INSURANCE		125.98
						125.98
40882	195-405.000-702.032	105281	J.B. ANDERSON	CONTRACTED PLANNING SE		992.00
40882	101-405.000-702.032	105281	J.B. ANDERSON	CONTRACTED PLANNING SE		2,400.00
						3,392.00
40883	173-590.000-704.021	32627	MID	UTILITIES		32.00
40883	101-412.000-704.021	32627	MID	UTILITIES		299.12
40883	101-407.000-704.021	32627	MID	UTILITIES		499.46
40883	102-418.000-704.021	32627	MID	UTILITIES		48.64
40883	119-442.000-704.021	32627	MID	UTILITIES		1,690.95
40883	177-590.000-704.021	32627	MID	UTILITIES		129.71

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
40889	118-000.000-200.150	105344	SHINNICH & RYAN LLP	DEPOSIT REFUND		125.00
						<u>125.00</u>
40890	101-401.000-702.032	105170	SNIDER AND ASSOCIATES	AGENDA PLANNING		2,665.14
						<u>2,665.14</u>
40891	101-409.000-702.034	102745	STANISLAUS CO. SHERIFF'S D	VEHICLE MILEAGE - AUGUS		18,121.12
40891	101-409.000-702.034	102745	STANISLAUS CO. SHERIFF'S D	MOTORCYCLE CHARGES - A		254.88
						<u>18,376.00</u>
40892	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		501.00
						<u>501.00</u>
40893	101-403.000-702.032	104010	THALES CONSULTING INC.	CONSULTING SERVICES		1,260.00
						<u>1,260.00</u>
40894	201-000.000-200.086	104161	THE LINCOLN NATIONAL LI	LIFE INSURANCE		435.20
						<u>435.20</u>
40895	118-441.000-703.030	105343	THOMAS/ROSE//	TAI CHI INSTRUCTOR		16.80
						<u>16.80</u>
40896	118-441.000-703.030	103393	TORRES/DAISY E.//	BALLET FOLKLORICO INSTR		892.50
						<u>892.50</u>
40897	101-439.000-707.122	10236	TRIKKE TECH INC.	TRIKKE VEHICLES		21,903.52
						<u>21,903.52</u>
40898	101-401.000-702.032	105347	TSUBOI DESIGN	STRATEGIC PLANNING RETR		1,417.40
						<u>1,417.40</u>
40899	114-433.000-702.031	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		44.39
40899	119-442.000-704.022	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		45.00
40899	118-441.000-706.026	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		85.68
40899	196-496.000-707.003	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		203.75
40899	118-441.000-706.029	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		-689.21
40899	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		3.00
40899	101-401.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		250.00
40899	101-401.000-702.032	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		150.00
40899	101-412.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		215.00

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CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
40899	102-418.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		213.35
40899	114-433.000-706.026	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		55.10
40899	114-433.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		174.08
40899	106-424.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		174.08
40899	119-000.000-200.175	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		883.17
40899	102-418.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		74.75
40899	106-423.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		174.09
40899	198-439.503-702.053	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		30.99
40899	114-433.000-704.022	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		41.77
40899	101-412.000-703.063	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		470.85
						2,599.84
40900	156-555.000-706.061	99352	UNION BANK	REVENUE BONDS		1,830.56
40900	170-555.000-706.061	99352	UNION BANK	REVENUE BONDS		889.44
						2,720.00
40901	118-441.000-706.079	100680	WORKAMPER NEWS	ADVERTISEMENT		137.50
						137.50
CHECK RUN TOTAL						368,304.82

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
40902	153-479.000-702.032	105349	BLAKE ELLIOTT INC. AGY I	INSURANCE OF REHAB LOA		646.00
						646.00
40903	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		2,600.00
40903	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		400.00
						3,000.00
40904	197-439.000-706.029	01215	AMERINE SYSTEMS INC.	BUILDING MAINTENANCE		940.00
						940.00
40905	101-402.000-706.037	104992	ANDERSON/JILL//	TRAVEL ALLOWANCE		99.10
						99.10
40906	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		66.36
40906	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		66.35
40906	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.17
40906	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.17
40906	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.17
40906	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.17
40906	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.18
40906	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.60
40906	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.60
40906	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.60
40906	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.60
						365.97
40907	101-407.000-704.022	39025	AT&T	COMMUNICATIONS		445.31
						445.31
40908	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		16.32
40908	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		10.83
40908	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		17.07
40908	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.69
40908	106-423.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.99
40908	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.99
						92.89

VENDOR APPROVAL SUMMARY REPORT

Date: 10/10/2013

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
40919	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICES - LRA		12,041.20
						12,041.20
40920	102-418.000-702.036	17801	GILTON SOLID WASTE MGMT	STREET SWEEPING		7,098.71
40920	197-439.000-704.021	17801	GILTON SOLID WASTE MGMT	BIN SERVICE - LRA		97.67
						7,196.38
40921	101-414.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		1,450.90
40921	101-407.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		2,208.44
40921	101-413.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		583.98
40921	101-414.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		2,035.26
40921	114-433.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		676.50
40921	118-441.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		507.96
40921	119-442.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		978.04
40921	172-590.000-706.029	102788	GORDON B. FORD	PROPERTY TAXES		123.00
40921	173-590.000-706.029	102788	GORDON B. FORD	PROPERTY TAXES		61.50
40921	175-590.000-706.029	102788	GORDON B. FORD	PROPERTY TAXES		430.50
40921	220-590.000-706.029	102788	GORDON B. FORD	PROPERTY TAXES		984.00
40921	101-413.000-706.056	102788	GORDON B. FORD	PROPERTY TAXES		61.50
						10,101.58
40922	101-407.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		49.14
40922	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		72.97
40922	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		326.49
						448.60
40924	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		565.76
40924	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		23.52
40924	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		40.00
40924	178-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		160.14
40924	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		995.00
40924	179-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
40924	101-413.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		275.00
40924	101-413.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		185.45
40924	101-413.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		56.07

VENDOR APPROVAL SUMMARY REPORT

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
40924	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		2,650.00
40924	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		1,025.00
40924	177-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		200.00
40924	178-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
40924	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		50.00
40924	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		625.00
40924	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		11,083.00
40924	172-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		425.00
40924	171-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		300.00
40924	132-457.000-702.032	99588	GROVER LANDSCAPE SERV	WEED ABATEMENT		125.00
40924	101-414.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		395.00
						19,278.94
40925	114-433.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		237.50
40925	114-433.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		47.50
40925	114-433.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		237.50
						522.50
40926	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		740.59
						740.59
40927	101-401.000-709.001	105350	LANG/ETHAN//	2012 YOUTH SCHOLARSHIP P		100.00
						100.00
40928	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		800.11
40928	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE		116.49
						916.60
40929	106-424.000-704.021	32627	MID	UTILITIES		24,384.83
40929	220-590.000-704.021	32627	MID	UTILITIES		70.18
						24,455.01
40930	101-414.000-707.003	99198	MIRACLE RECREATION EQU	EQUIPMENT MAINTENANCE		613.44
						613.44
40931	101-407.000-706.073	104633	MISSION UNIFORM SERVICE	CLEANING SERVICE		100.00
						100.00

VENDOR APPROVAL SUMMARY REPORT

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
40932	114-433.000-702.031	32615	MO - CAL	COPY COUNT - PW		88.90
40932	106-424.000-702.031	32615	MO - CAL	COPY COUNT - PW		88.90
40932	101-412.000-702.031	32615	MO - CAL	COPY COUNT - PW		88.91
						266.71
40933	101-407.000-702.032	88042	NORQUIST	HEATING & AIR MAINTENANC		1,492.00
						1,492.00
40934	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		96.95
40934	106-424.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		19.88
40934	114-433.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		72.39
40934	102-418.000-706.050	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		38.75
						227.97
40935	101-414.000-706.029	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE		3.23
40935	101-414.000-706.029	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE		35.92
						39.15
40936	118-441.000-703.066	101123	ONTEL SECURITY SERVICES,	SECURITY SERVICES		511.00
						511.00
40937	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		5.66
40937	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8.37
40937	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		14.63
40937	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,644.77
40937	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		200.29
						1,873.72
40938	101-403.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		26.33
40938	101-405.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		26.33
40938	101-408.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		37.33
40938	101-412.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		26.34
						116.33
40939	106-424.000-702.030	99281	PARKSON CORP.	EQUIPMENT MAINTENANCE		2,193.44
						2,193.44
40940	101-409.000-703.024	45073	PETTY CASH	POLICE		18.22

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
40940	101-409.000-706.026	45073	PETTY CASH	POLICE		125.00
						143.22
40941	101-414.000-706.029	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		10.50
40941	101-413.000-702.030	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		24.50
40941	119-442.000-705.040	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		14.00
40941	114-433.000-702.030	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		14.00
						63.00
40942	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		45.74
40942	114-433.000-702.030	46820	SAFE T LITE	EQUIPMENT MAINTENANCE		180.57
						226.31
40943	114-433.000-702.030	104745	SHERWIN-WILLIAMS CO.	BUILDING MAINTENANCE		6.63
						6.63
40944	118-441.000-706.029	102992	STANISLAUS COUNTY	BUILDING MAINTENANCE		428.00
						428.00
40945	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		1,553.60
						1,553.60
40946	101-414.000-706.029	103435	TRACTOR SUPPLY CREDIT P	BUILDING MAINTENANCE		95.13
40946	106-424.000-706.029	103435	TRACTOR SUPPLY CREDIT P	BUILDING MAINTENANCE		245.90
						341.03
40947	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		136.48
40947	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		95.26
						231.74
40948	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		576.63
40948	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		235.86
40948	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		186.64
40948	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		281.17
40948	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		224.17
40948	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		181.19
40948	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LANDING		173.38
40948	156-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENTS		507.09

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<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
40948	170-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENTS		466.26
						2,832.39
				CHECK RUN TOTAL		126,719.80

P.O. BOX 6343
FARGO ND 58125-6343



000001757 1 AB 0.384 106481252390286 P

CITY OF RIVERBANK
ILDA SALDANA
CITY OF RIVERBANK
6707 THIRD ST
RIVERBANK CA 95367-2305

ACCOUNT NUMBER

STATEMENT DATE 08-22-2013

AMOUNT DUE \$8,442.82

NEW BALANCE \$8,442.82

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEM
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CITY OF RIVERBANK J054	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees	Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	\$8,661.89	\$3,289.05	\$0.00	\$0.00	\$0.00	\$689.21	\$2,818.91	\$8,442.82

MARKETING MESSAGES

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

POSTED

CORPORATE ACCOUNT ACTIVITY

CITY OF RIVERBANK
J-0054

TOTAL CORPORATE ACTIVITY
\$2,818.91 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-29	74798263210000000001363	PAYMENT - THANK YOU 00000 C	2,818.91 PY

NEW ACTIVITY

JEFFREY D HIGHTOWER 3555 CREDITS \$0.00 PURCHASES \$89.39 CASH ADV \$0.00 TOTAL ACTIVITY \$89.39

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

-0054

ACCOUNT SUMMARY

STATEMENT DATE 08/22/13
DISPUTED AMOUNT .00

SEND BILLING INQUIRIES TO:
U.S. Bank National Association
C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

8,442.82

PREVIOUS BALANCE	8,661.89
PURCHASES & OTHER CHARGES	3,289.05
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	689.21
PAYMENTS	2,818.91
ACCOUNT BALANCE	8,442.82



Company Name: CITY OF RIVERBANK	
Corporate Account Number:	0054
Statement Date: 08-22-2013	

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-29	07-27	24692163208000800326216	CLEAR 888-253-2794 WA	44.39	
07-29	07-28	24692163209000148921958	CLEAR 888-253-2794 WA	45.00	
SUE FITZPATRICK		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4280		\$689.21	\$289.43	\$0.00	\$399.78 CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-26	07-25	24164073206929130010821	SMARTNFINAL40211104023 MODESTO CA	85.68	
07-26	07-25	24399003206295101297738	BEST BUY 00015099 RIVERBANK CA	52.70	
07-26	07-25	24431063207400823000245	BIG 5 SPORTING GOODS 055 MODESTO CA	58.06	
07-29	07-26	24828243209980000409233	BIO-LOGIC, INC / GYM ASSI 877-496-2778 CA	85.00	
08-07	08-06	74332393219005008908419	COMMERCIAL APPLIANCE SE 916-5670203 CA	689.21 CR	
08-22	08-21	24692163233000038068910	NETFLIX.COM NETFLIX.COM CA	7.99	
MARISELA HERNANDEZ		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4298		\$0.00	\$512.62	\$0.00	\$512.62
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-23	07-22	24692163203000231619176	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	2.60	
07-24	07-23	24692163204000562103641	AMAZON.COM AMZN.COM/BILL WA	37.93	
07-24	07-24	24692163205000723454585	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	1.24	
08-16	08-15	24692163227000968443800	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	470.85	
TRACIE J ANDERSON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-6343		\$0.00	\$403.00	\$0.00	\$403.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-25	07-24	24223693205980041499285	ART SIGN WORKS INC 951-698-8484 CA	150.00	
08-16	08-13	2478930322727273523309	CITY OF MODESTO NINTH ST MODESTO CA	3.00	
08-20	08-19	24755423232132326931807	LEAGUE OF CALIFORNIA CITI 916-6588200 CA	250.00	
KATHLEEN CLEEK		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-9621		\$0.00	\$215.00	\$0.00	\$215.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-19	08-16	24055243229206904900204	CSU SACRAMENTO CCEWEB 916-278-6559 CA	50.00	
08-21	08-20	24493983232286701200087	CALIFORNIA STORMWATER QU 650-366-1042 CA	165.00	
MICHAEL RIDDELL		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-9639		\$0.00	\$1,748.62	\$0.00	\$1,748.62



Company Name: CITY OF RIVERBANK	
Corporate Account Number:	0054
Statement Date: 08-22-2013	

NEW ACTIVITY				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-25	07-23	24492153205849679322607	OWPSACSTATE 916-278-6142 CA	213.35
08-06	08-05	24492153217849552477672	ROCKYMTNSUNSCREEN 303-940-9803 CO	55.10
08-07	08-06	24492153218849626732325	CA WATER ENV ASSN 510-382-7800 CA	298.00
08-14	08-13	24445003226600146998176	OLDCASTLE PRECAST 888-965-3227 WA	883.17
08-21	08-20	24351783232002835575053	FREDPRYOR CAREERTRACK 800-5563012 KS	299.00
DEBORAH OLSON		CREDITS	PURCHASES	CASH ADV
1212 0811 0127 5712		\$0.00	\$30.99	\$0.00
				TOTAL ACTIVITY
				\$30.99
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-23	07-22	24559303203900017143545	WESTHOST 435-7553433 UT	12.50
08-16	08-14	24492153227849193879524	ACCUCONFERENCE 800-977-4607 NV	18.49

Department: 00000 Total:	\$2,599.84
Division: 00000 Total:	\$2,599.84



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER	.0555
STATEMENT DATE	08-22-13
TOTAL ACTIVITY	\$ 89.39

000012344 1 AT 0.384 106481252421416 P

JEFFREY D HIGHTOWER
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder _____ Date _____ Approver _____

09/04/2013
Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-29	07-27	CLEAR 888-253-2794 WA PUR ID: 1x81sd4 00341030 TAX: 0.00	24692163208000800326216	4816	44.39
07-29	07-28	CLEAR 888-253-2794 WA PUR ID: 15ln1qdx01250481 TAX: 0.00	24692163209000148921958	4816	45.00

① 114-433.000 - 702.031 WATER DEPT / E. TACKET
② 119-442.000 - 704.022 MOTOR POOL / C. MILLER

Default Accounting Code:

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
800-344-5696	0555		PREVIOUS BALANCE	\$0.00
	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES	\$89.39
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	08-22-13	\$.00	CASH ADVANCES	\$0.00
	AMOUNT DUE		CASH ADVANCE FEE	\$0.00
	\$ 0.00		CREDITS	\$0.00
	DO NOT REMIT		TOTAL ACTIVITY	\$89.39



How to reach us...

Online Live Chat 24x7 www.clearwire.com

Or call 888.253.2794

Invoice Date: 08/27/2013

Invoice Number: 4-130826-351

Customer ID: 341030

Amount Due: \$42.40

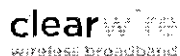
Due Date: 08/27/2013

Amount Enclosed:

Water system Eric Tackett
city of riverbank city of riverbank
6707 3RD ST
RIVERBANK, CA 95367-2396

Clearwire
Clear: Dept CH 14365
Palatine, IL 60055-4365

114-433.000-702.031



Previous Balance	\$44.39
Payments, Thank You	\$-44.39
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$41.99
Amount Due	\$42.40

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
08/27/2013	4-130826-351	341030	\$42.40	08/27/2013	1 of 2

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$41.99
Other Charges	\$0.00
Other Fees and Non-Government-Mandated Surcharges	\$0.00
Taxes and Government-Mandated Surcharges	\$0.41

Invoice Detail

Payments

Description	Amount
07/27/2013 Credit/Debit Card Payment 42*****0555	\$44.39
Total Payments	\$44.39

Service Charges For Account #345871

WiMAX Wireless Access

Service	Amount
08/26/2013 cityofriverbank XX_Upgrade Home 5.0/500	\$36.99
08/26/2013 cityofriverbank SGDN5313AA - Leased	\$5.00
Total WiMAX Wireless Access	\$41.99

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes and Government-Mandated Surcharges

Taxes and Government-Mandated Surcharges for Account #345871

Description	Amount
08/26/2013 STATE SALES TAX	\$0.31
08/26/2013 COUNTY SALES TAX	\$0.06

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
08/27/2013	4-130826-351	341030	\$42.40	08/27/2013	2 of 2

08/26/2013	DISTRICT TAX (STCL)		\$0.01
08/26/2013	CITY SALES TAX		\$0.03
	Total Taxes and Government-Mandated Surcharges		\$0.41

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2



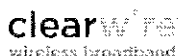
How to reach us...
Online Live Chat 24x7 www.clearwire.com
Or call 888.253.2794

Invoice Date:	08/28/2013
Invoice Number:	4-130827-5512
Customer ID:	1250481
Amount Due:	\$45.00
Due Date:	08/28/2013
Amount Enclosed:	

City of Riverbank
Linda Cummings
6707 3rd St
Riverbank, CA 95367

Clearwire
Clear: Dept CH 14365
Palatine, IL 60055-4365

119 - 442.000 - 704.022 (CURTIS / MOTOR POOL)



Previous Balance	\$45.00
Payments, Thank You	\$-45.00
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$45.00
Amount Due	\$45.00

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
08/28/2013	4-130827-5512	1250481	\$45.00	08/28/2013	1 of 1

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$45.00
Other Charges	\$0.00
Other Fees and Non-Government-Mandated Surcharges	\$0.00
Taxes and Government-Mandated Surcharges	\$0.00

Invoice Detail

Payments

Description	Amount
07/28/2013 Credit/Debit Card Payment 42*****0555	\$45.00
Total Payments	\$45.00

Service Charges For Account #1550317

WiMAX Wireless Access

Service	Amount
08/27/2013 kqualle XX_4G Home Internet - No Contract Ser	\$45.00
Total WiMAX Wireless Access	\$45.00

Misc Charges

Service	Amount
Total Misc Charges	\$0.00



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER 4280
STATEMENT DATE 08-22-13
TOTAL ACTIVITY \$ 399.78-

000012345 1 AT 0.384 106481252421417 P

SUE FITZPATRICK
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. ^{fized}

Date 9-3-13 Approver

9/4/13
Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-26	07-25	SMARTNFINAL40211104023 MODESTO CA PUR ID: 00000000000000000000 TAX: 0.00	24164073206929130010821	5411	85.68
07-26	07-25	BEST BUY 00015099 RIVERBANK CA PUR ID: TAX: 3.73	24399003206295101297738	5732	52.70
07-26	07-25	BIG 5 SPORTING GOODS 055 MODESTO CA PUR ID: 005501011714 TAX: 4.11	24431063207400823000245	5941	58.06
07-29	07-26	BIO-LOGIC, INC / GYM ASSI 877-496-2778 CA PUR ID: 14979 TAX: 0.00	24828243209980000409233	5734	85.00
08-07	08-06	COMMERCIAL APPLIANCE SE 916-5670203 CA PUR ID: TAX: 0.00	74332393219005008908419	7699	689.21CR
08-22	08-21	NETFLIX.COM NETFLIX.COM CA PUR ID: 3081897371 TAX: 0.00	24692163233000038068910	5968	7.99

Default Accounting Code:

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
800-344-5696	4280		PREVIOUS BALANCE \$0.00	
	08-22-13	\$.00	PURCHASES & OTHER CHARGES \$289.43	
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		CASH ADVANCES \$0.00	
			CASH ADVANCE FEE \$0.00	
			CREDITS \$689.21	
			TOTAL ACTIVITY \$399.78CR	

CITY OF RIVERBANK
PAYMENT VOUCHER

US BANKCORP SERVICE CENTER
PO BOX 6343
FARGO, ND 58125-6343

STATEMENT DATE 8-22-13
Sue Fitzpatrick
CARDHOLDER NAME

PURCHASE DATE	MERCHANT NAME	DESCRIPTION OF PURCHASES	ACCOUNT #	LINE ITEM AMOUNT
7-25-13	Smart N' Final	Movie Night Concessions	#118.441.706.026	\$85.68
7-25-13	Best Buy	Teen Center equipment	#196.496.000-707.003	\$52.70
7-25-13	Big 5	Teen Center equipment	#196.496.000-707.003	\$58.06
7-26-13	Bio-Logic, Inc.	Computer prog. support	#196.496.000-707.003	\$85.00
8-6-13	Commercial Appliance	Credit - stove parts	#118.441.706.029	\$689.21
8-22-13	Netflix.com	Monthly Netflix	#196.496.000-707.003	\$7.99
STATEMENT TOTAL				\$0.00

I CERTIFY THAT ALL PURCHASES LISTED ON THE ATTACHED STATEMENT DATED AS ABOVE, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE AND CORRECT AND WERE MADE FOR OFFICIAL PURPOSES. PAYMENT IS AUTHORIZED.

CARD HOLDER 1 / 0 DATE 9-3-13 APPROVING OFFICIAL SIGNATURE 9/4/13 DATE

Movie Night - pd. receipt back B11313 ACCT 118.
 - pd. ACCT #134
 Donations \$23.75 to pay Staff.
Smart & Final
 The Smaller Faster Warehouse Store

*** Welcome To Our Modesto Store ***
 Store # 402

 See Us On The WEB www.smartandfinal.com

Cashier: Crystallin

DATE 07/25/13 TIME 13:41:59

Snackrs Reg Popcor 10.99 F
 5 @ 4.99
 Crystal Geyser 24.95 F
 5 @ 1.75
 +CRV 8.75
 Snackrs Cotton Cnd 7.99 F
 Pepsi 4.99 FD
 +REDEMPTION .60
 Super Red Ropes 9.49 F
 Starburst Skittles 17.49 F

SUBTOTAL 85.25
 SALES TAX .43
 TOTAL 85.68

Visa TENDER 85.68
 Acct # *****4280
 APPRVL CODE 092515
 Cas Ref# 30
 CASH CHANGE .00

TOTAL NUMBER OF ITEMS THIS VISIT--> 11

 Smart & Final Store # 402
 801 9th Street
 Modesto, CA 95354

DATE 07/25/13 TIME 13:28:40
 Account # *****4280
 Tender Type Credit
 Reference # 160775
 APPRVL CODE 092515
 Reason Code RM00 Total 85.68
 Trans # 183 Cash back .00

13:43:18 OP# 123111 07/25/13
 Term:3 Trans # 183 Store # 402

Teen Center

WELCOME TO BEST BUY #1509
 RIVERBANK, CA 95367
 (209)863-8380
 Keep your receipt!



Val #:000096-538019-973641-812928-652490-140
 1509 005 4180 07/25/13 15:37 00929766

8480422 87017 10.99
 WII BATTERY KIT
 ITEM TAX 0.83
 6608799 87105 7.99
 NYKO KAMA WIRED CONTROLLER WI
 ITEM TAX 0.61
 8965943 PL-6328 29.99
 PS3 ENERGIZER CHARGE STATION
 ITEM TAX 2.29

SUBTOTAL 48.97
 SALES TAX AMOUNT 3.73
 =====
 TOTAL 52.70
 VISA 52.70

XXXXXXXXXXXX4280
 SUE FITZPATRICK
 APPROVAL 096138



BIG 5 SPORTING GOODS - #55
 3250 Dale Road Suite K
 Modesto, CA 95350
 209-527-3250

1839297 1714 55 001
 1953934 MIZRAK 6PC CHAIRS 1.99 1 1.99
 2853455 MIZRAK 57"HRDWD STAIN CUE 12.99 1 12.99
 2853455 MIZRAK 57"HRDWD STAIN CUE 12.99 1 12.99
 2853455 MIZRAK 57"HRDWD STAIN CUE 12.99 1 12.99
 2853455 MIZRAK 57"HRDWD STAIN CUE 12.99 1 12.99

SubTotal 53.95
 Sales Tax \$4.11
 TOTAL \$58.06

Credit Card 58.06

Type: Visa
 Acct#: *****4280
 Auth# 050387

Bio-Logic, Inc.
1150 Ballena Blvd Ste 253
Alameda, CA 94501

DATE	INVOICE #
7/26/2013	14979

BILL TO

City of Riverbank Parks and Recreation

Rep	Order #	TERMS
phone...		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Renewal	Gym Assistant Support Renewal Serial #02610, Pd thru 07/26/2014		85.00	85.00
CC-VISA	Credit Card Payment (VISA)		-85.00	-85.00

Thank you for your business.

Total Due

\$0.00

COMMERCIAL APPLIANCE SERVICE

Commercial Appliance Service
281 Lathrop Way
Suite 100
Sacramento, CA 95815

(916) 567-0203
(916) 567-0266

CAROL@COMMERCIALAPPLIANCE.COM

To:		From:	CAROL LEWIS
Fax:	(209) 869-1849	Date:	8/6/2013 10:58 AM
Phone:		Re:	RETURN PART REFUND INV 30344 RMA 5249

Comments

CREDIT CARD REFUND

Tim -

FYI

Parks

facsimile



COMMERCIAL APPLIANCE SERVICE, INC.

PARTS AND SERVICE SPECIALISTS FOR THE FOODSERVICE INDUSTRY

281 Lathrop Way, Suite 100 Sacramento, CA 95815

916.567.0203 - 800.464.2222 - FAX 916.567.0324

PARTS CREDIT C002201

Invoice Date : 08/06/2013

Customer PO : 30344

Ordered By :

Page : 1 of 1

BILL TO CI7128	LOCATION CI7128
CITY OF RIVER BANK 6707 3RD STREET RIVERBANK, CA 95367 Phone : (209) 869-7128	CITY OF RIVER BANK 6707 3RD STREET RIVERBANK, CA 95367 Phone (209) 869-7128 Fax (209) 869-1849

Order Number	Date	Salesperson	Division	Payment Terms	Ship Via
5249	04/18/2013	DENNIS MCCAFFETY	CASI	COD	BEST WAY AVAIL

Quantity			Item Number	UOM	Description	Price	Net	Extended
ORD	INV	B/O						
					WRONG PARTS, NUMBERS RECEIVED FROM KEVIN AT FACTORY NO RESTOCK FREIGHT CREDIT OF 25.34 ORG INV 0030344 DATED 3/22/13			
-1	-1	0	2200199	ea	FF VALVE MASTER/SENTRY	199.45	193.64	-193.64
-10	-10	0	2200708	ea	ELECTRODE #0.915.025	10.61	10.30	-103.00
-10	-10	0	4512120	ea	KNOB KIT HI/LOW FF	28.66	27.82	-278.20
-2	-2	0	4512141	ea	KNOB KIT 2193485 2522107	21.63	21.00	-42.00

VISA 4280 Auth486734 -\$689.21

Customer Signature _____

All special order & electrical part sales are final. Part returns are not accepted after 30 days from date of invoice. Restock fees may apply to any part return. Find additional info on our part return policy online at www.commercialappliance.com.

Item Subtotal :	-616.84
FREIGHT :	-25.34
Subtotal :	-642.18
Sales Tax :	-47.03
Invoice Total :	-689.21
Paid :	-689.21
Balance Due :	0.00



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF RIVERBANK

ACCOUNT NUMBER 6343
STATEMENT DATE 08-22-13
TOTAL ACTIVITY \$ 403.00

000012347 1 AT 0.384 106481252421419 P

TRACIE J ANDERSON
CITY OF RIVERBANK
6707 3RD ST
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder

Date

08-13

Approver

09/02/13

Date

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-25	07-24	ART SIGN WORKS INC 951-698-8484 CA PUR ID: 2445 TAX: 0.00	24223693205980041499285	5999	150.00
08-16	08-13	CITY OF MODESTO NINTH ST MODESTO CA	24789303227227273523309	7523	3.00
08-20	08-19	* LEAGUE OF CALIFORNIA CITI 916-6588200 CA PUR ID: X2927234054 TAX: 0.00	24755423232132326931807	7399	250.00

- 1) Fee to use art from city for logo marked for sign
being donated by Lions Special Marking
- 2) Marking for attendance at Valley district
- 3) Registration for coordinator to attend League Conf.

Default Accounting Code:			
CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY
	6343		PREVIOUS BALANCE \$0.00
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES \$403.00
	08-22-13	\$.00	CASH ADVANCES \$0.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE		CASH ADVANCE FEE \$0.00
	\$ 0.00		CREDITS \$0.00
	DO NOT REMIT		TOTAL ACTIVITY \$403.00

CITY OF RIVERBANK

PAYMENT VOUCHER

US BANKCORP SERVICE CENTER
PO BOX 6343
FARGO, ND 58125-6343

STATEMENT DATE

22-Aug-13

TRACIE J ANDERSON

CARDHOLDER NAME

[illegible]

I CERTIFY THAT ALL PURCHASES LISTED ON THE ATTACHED STATEMENT DATED AS ABOVE, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE AND CORRECT AND WERE MADE FOR OFFICIAL PURPOSES. PAYMENT IS AUTHORIZED.

T. JILL ANDERSON
CARD HOLDER

30-Aug-13
DATE

APPROVING OFFICIAL SIGNATURE

DATE _____

9/2/13

Handwritten: Vaux, 1500, MTB

RECEIPT

TRAN	IN TIME	OUT TIME	FEE	CC #
------	---------	----------	-----	------

1086	08/13 12:41	08/13 15:22	\$3.00	6343
------	-------------	-------------	--------	------

Estimate expires in 30 days

10-3405

Any damage must be reported within 5 days of delivery or there will be no action taken.

Norma Manriquez

From: info@artsignworks.com
Sent: Wednesday, July 24, 2013 2:29 PM
To: Norma Manriquez
Subject: Art Sign Works Inc Transaction Receipt

General Information

Merchant Account: Art Sign Works Inc
Date/Time : 07/24/2013 2:28:52 PM PDT

Transaction Information

Order ID : 2445
Transaction Amount : \$150.00
Transaction ID : 1946999020
Authorization Code : 056338
Transaction Type : Card Sale
Response : APPROVED
CSC Results : CVV2/CVC2 Match

Customer Billing Information

First Name : Tracie J
Last Name : Anderson
Address :
City :
State :
Zip Code :
Country : US
Phone :
Email :

Customer Shipping Information

First Name :
Last Name :
Address :
City :
State :
Zip Code :
Country : US
Email :

Charged to Jill's City
Credit Card. "
Charge to
City Council Promotional Gp
101-401-000-706.033



League Event - Attendee Registration

You must press the 'Continue' button to accept this registration.
Please print this page for your records.

City/Company	Riverbank
First Name	Cal
Last Name	Campbell
Job Title	Councilmember
Badge Name (first name only)	Cal
State Bar # (attorneys only)	
Address	6707 Third Street
City	Riverbank
State	CA
Zip	95367
Phone	209-863-7122
Email (where confirmation will be sent)	lbain@riverbank.org
Registrant Type	IC
Event	2013 Annual Conference

Quantity	Description	Price
1	Wednesday ONLY	\$250.00

Order Total \$250.00

Amount Paid \$250.00

Balance \$0.00

Press the 'Continue' button to accept this registration.

Contact the League of California Cities Conference Registration Desk at 916-658-8291 for questions regarding



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER 9621
STATEMENT DATE 08-22-13
TOTAL ACTIVITY \$ 215.00

000012348 1 AT 0.384 106481252421420 P

KATHLEEN CLEEK
CITY OF RIVERBANK
6707 3RD ST
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
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official business only. Payment is authorized.

Cardholder

Date

9/5/13

Approver

ary, are true, correct and for

09-17-13

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
08-19	08-16	CSU SACRAMENTO CCEWEB 916-278-6559 CA PUR ID: VXHAAE557F66 TAX: 0.00	24055243229206904900204	8220	50.00
08-21	08-20	CALIFORNIA STORMWATER QU 650-366-1042 CA PUR ID: 70120008 TAX: 0.00	24493983232286701200087	7299	165.00

① 101-412.000-706.038

FEDERAL AID REG /
IL. CLEEK

② 101-412.000-706.038

CASDA STORMWATER
CONF WEBINAR /

Default Accounting Code:

IL. CLEEK & P. LOLOUIS

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 9621		ACCOUNT SUMMARY	
	STATEMENT DATE 08-22-13	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES	\$215.00
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$215.00



California State University, Sacramento
College of Continuing Education
3000 State University Drive East
Sacramento, CA 95819
Phone: (916) 278-4433 Fax: (916) 278-4601
<http://www.cce.csus.edu>

Payment Receipt

1

Payment From

Kathleen . Cleek
6707 Third Street
Riverbank, CA 95367

Payment ID:	185928
Date:	08/16/2013
Amount:	50.00

Payment Method: Visa

Kathleen Cleek xxxxxxxxxxxx9621 Auth #:030436

Comments:

This payment is allocated to:

Type	Description	Invoice Number	Amount
Charge	Cleek, Kathleen Course Fee - Reg Fee for CTAP 001A-001E 16 13F Federal Aid Series Registration - Schedule#:8180 Area:CTAP Number:000 Subtitle:00 Section:16 Term:2013F	220724	50.00

101-412.000-706.038



CASQA 9th Annual Conference

Monday, September 09, 2013 - Wednesday, September 11, 2013

Resort at Squaw Creek

400 Squaw Creek Road
Squaw Valley, CA 96146

101-412.000-706.038

CASQA

P.O. Box 2105
Menlo Park, CA 94026

For Registration Questions Please Contact- April Krieg at aprileades@mac.com

For General CASQA Questions Please Contact- Shelley Larson at info@casqa.org

Email Us

[Personal Info](#) [Agenda](#) [Lodging & Travel](#) [Monday Networking Event](#) [Checkout](#)

Confirmation

Personal Info

Registration ID: 59253110

Registrant: Kathleen Cleek
Sr. Administrative Analyst
City of Riverbank
Development Services



6707 Third Street
Riverbank, CA 95367

Registration Date: 8/20/2013 10:49 AM

Registrant Type: Webcast

Status: Confirmed

Work Phone: (209)863-7120

Fax: (209)869-1849

Email: kcleek@riverbank.org

CASQA Bi-weekly Update: 

Agenda

Individual

Selection: CASQA Member

\$165.00

Lodging & Travel

Other Needs and Preferences - Other

Dietary Needs: No Dietary Needs

Fees

Fee	Quantity	Unit Price	Amount
Fee			
Individual			
--- CASQA Member	1	\$165.00	\$165.00
Subtotal:			\$165.00
Total:			\$165.00

Transactions

Transaction Type	Date	Amount	Balance
Transaction Amount	8/20/2013	\$165.00	\$165.00
Online Credit Card Payment (*****9621) Details	8/20/2013	(\$165.00)	\$0.00

(2)

Transaction Type	Date	Amount	Balance
Current Balance:			\$0.00

Payment Method**Payment Method:** Credit Card (Visa)

The online credit card payment for this event will be listed on your credit card statement with the name **CASQAstormwaterconference**.



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF RIVERBANK

ACCOUNT NUMBER 9639
STATEMENT DATE 08-22-13
TOTAL ACTIVITY \$ 1,748.62

000012349 1 AT 0.384 106481252421421 P

MICHAEL RIDDELL
CITY OF RIVERBANK
6707 3RD ST
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
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Cardholder Date 9/3/13 Approver Date 09/04/13

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-25	07-23	OWPSACSTATE 916-278-6142 CA PUR ID: 9567932164 TAX: 7.35	24492153205849679322607	8398	213.35
08-06	08-05	ROCKYMTNSUNSCREEN 303-940-9803 CO PUR ID: 9655247670 TAX: 0.00	24492153217849552477672	5912	55.10
08-07	08-06	CA WATER ENV ASSN 510-382-7800 CA PUR ID: 9662673135 TAX: 0.00	24492153218849626732325	8398	298.00
08-14	08-13	OLDCASTLE PRECAST 888-965-3227 WA PUR ID: 18991230000 TAX: 0.00	24445003226600146998176	5039	295.17
08-21	08-20	FREDPRYOR CAREERTRACK 800-5563012 KS PUR ID: 020002353325 TAX: 0.00	24351783232002835575053	8299	299.00

Default Accounting Code:					
CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY		
	-9639		PREVIOUS BALANCE \$.00		
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES \$1,748.62		
	08-22-13	\$.00	CASH ADVANCES \$.00		
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE		CASH ADVANCE FEE \$.00		
	\$ 0.00		CREDITS \$.00		
	DO NOT REMIT		TOTAL ACTIVITY \$1,748.62		

PAYMENT VOUCHER

FARGO, ND 58125-6343

CARDHOLDER NAME

PURCHASE DATE	MERCHANT NAME	DESCRIPTION OF PURCHASES	ACCOUNT #	LINE ITEM AMOUNT
23-Jul-13	Office of Water Programs	Water course Daren, Michael	102.418.000.706.036	\$213.35
5-Aug-13	Rocky Mountain Sunscreen	Sunscreen Water Div	114.433.000.706.026	\$55.10
6-Aug-13	CWEA	N. Regional Training Conference	114.433.000.706.038	\$99.33
			106.424.000.706.038	\$99.33
			106.423.000.706.038	\$99.34
13-Aug-13	Oldcastle Precast	M/H frame & cover, grade rings	119.000.000.200.175	\$372.61
20-Aug-13	Fred Pryor Seminars	Training	102.418.000.706.038	\$74.75
			106.423.000.706.038	\$74.75
			106.424.000.706.038	\$74.75
			114.433.000.706.038	\$74.75
			STATEMENT TOTAL	\$1,238.06

I CERTIFY THAT ALL PURCHASES LISTED ON THE ATTACHED STATEMENT DATED AS ABOVE, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE AND CORRECT AND WERE MADE FOR OFFICIAL PURPOSES. PAYMENT IS AUTHORIZED.

DATE _____

DATE

Payment Receipt

Jul 23, 2013
This is not a bill

Payment

From: Michael Riddell
For: Riddell, Michael R.
6707 THIRD STREET
RIVERBANK CA 95367
(209) 869-7128

Payment ID: 373310
Date: Jul 23, 2013
Amount: \$213.35 USD

Michael Riddell Visa XXXXXXXXXXXX9639

This transaction will appear on your credit card statement as: **PAYPAL OWPSACSTATE**

Comments: Guest Email: mriddell@riverbank.org

Items:

Description	Invoice Number	Quantity	Amount
Martin, Daren			
WTPO1 - Water Treatment Plant Operation, Vol I, Ed 6			
Charge Course Package (Enrollment plus Manual)	644114	1	\$99.00
Riddell, Michael R.			
WTPO1 - Water Treatment Plant Operation, Vol I, Ed 6			
Charge Course Package (Enrollment plus Manual)	644114	1	\$99.00
Riddell, Michael R.			
Charge Sales Tax - State of California	644114	1	\$7.35
Charge Shipping and Handling	644114	1	\$8.00

RETURN POLICY

Products - Returns are accepted within three months of purchase. Prior authorization must be obtained and shrink-wrap must be intact. A return fee of 10% of the value of the return will be deducted from the refund.

Enrollments - Returns of enrollments for any CEU course are accepted within one month of purchase, provided no coursework has been submitted and course materials are returned to us. A \$10 processing fee will be deducted from the refund.

QSD, QSP, EnviroCert Exams, Duplicate Certificates, and Transcripts - No refunds will be given.

102.418.000.704.036

Order Summary

Order Information

Order Number: 59415

Date: 8/5/2013 1:47 PM

Status: Payment Received

Status Description:

Shipping Method: UPS Ground

Customer Information

Customer: Kim Mossman

Email: kmossman@riverbank.org

Ship To

Kim Mossman
City of Riverbank
2901 High Street
Riverbank, CA 95367 United States

Phone: 209-869-7128

Bill To

Kim Mossman
City of Riverbank
2901 High Street
Riverbank, CA 95367 United States

Phone: 209-869-7128

Additional Information

Policy Agreement:

I have read and agree to the Shipping, Return, and Privacy policies.

Order comments or specifications. Please share any details to ensure your order is correct:

How did you hear about Rocky Mountain Sunscreen? (please select one):

If other, please share how you found out about RMS:

Is your purchase for (please select one):

If other, please share what you will be using our product for:

We want to hear from you! Please share your RMS stories, experiences, or ideas. Again, thank you for your order.:

Product Information

Product Name	Item Number	Quantity	Item Price	Total Price
Face Stick SPF 60 All Natural Sunscreen	6001	5	\$8.99	\$44.95
Subtotal:				\$44.95
Shipping & Handling:				\$10.15
Tax:				\$0.00
Order Total:				\$55.10

water 114.433.000.706.026



California
Water
Environment
Association

Invoice

Name: Michael Riddell
City of Riverbank
6707 Third Street
Riverbank, CA 95367

Statement Date: 8/7/2013
Registration Id: 137673

Meeting: NRTC2013 - NRTC 2013 - Modesto

Name/Session	Date	Time	Attending	Fee
Michael Riddell - Early Bird Member Disc Rate				199.00
CompPerson Early Bird MBR Rate	9/10/2013	9:00 AM	1	99.00
1 Drink @ Exhibitor Reception	9/11/2013	4:00 PM	1	0.00
Door Prize-Drop @ Exhibit Hall	9/11/2013	4:00 PM	1	0.00

	Date	Method	Check/Card Number	Amount
Payment	8/6/2013	MasterCard	*****9639	298.00

Name : Michael Riddell

Summary

<u>Registration</u>	<u>Guests</u>	<u>Hotel</u>	<u>Sessions</u>	<u>Cancel</u>	<u>Total</u>
199.00	0.00	0.00	99.00		298.00
Amount Rcvd:					298.00
Refund Amount					
Balance Due:					0.00

If this invoice shows a "Balance Due" please send payment along with this invoice to the address below. Please make your check payable to **CWEA** or complete the credit card information below and fax this invoice to the CWEA office at: **510-382-7810**.

CWEA
Attn: Conferences
7677 Oakport St. #600
Oakland, CA 94621

Name on Card: _____ Signature: _____

Credit Card#: _____ Expiration Date: ____/____/____

If you any questions please feel free to contact the CWEA office at: (510) 382-7800 ext. 115.

Michael Riddell

From: membership@cwea.org
Sent: Tuesday, August 06, 2013 12:49 PM
To: Michael Riddell
Subject: [POSSIBLE SPAM] Your etrak payment. Authorization number 111111 and PNREF number EQCP9C571DF6 for Michael Riddell

Importance: Low

This is to confirm that your payment has been processed successfully. If you have any questions, please contact us at 510.382.7800 or email to membership@cwea.org.

Reference	Description	Amount
137673	NRTC 2013 - Modesto	\$298.00
Total Amount:		\$298.00

99.33 Water - 114.433.000.706.038
99.33 WW - 106.424.000.706.038
99.34 Coll - 106.423.000.706.038

2960 S HIGHWAY 99 STOCKTON, CA 95215 Phone : 925-846-8183 Fax : 925-846-4904

Packing slip

Bill of Lading

Sold To : City of Riverbank
W/C
Stockton, CA 95215

Ship To : City of Riverbank
W/C
Stockton, CA 95215

Contact:
Sales Person: Brian Douglas
Phone:
Reference : Darren @ 968-4685

County: San Joaqui
Site: Stockton

Packing Slip No.	Date	Terms of Payment	Order No.	Customer No	F.O.B.	Mode of Delivery	Customer PO
SP144836	8/14/2013	Cash on Delivery	S168194	200236	Plant Pickup	Will Call	

Qty	Kit Qty	Unit	Item	W/H	Special No.	Description	Group	Mark	Qty	Unit	Weight	Sales price	Amount
-3.00		Ea	2136040	STO	ns	36" X 4" Grade Ring			-3.00	Ea	0.00	50.00	-150.00
-1.00		Ea	4300231	STO	ns	MH Assy A1463 3.5" Storm			-1.00	Ea	0.00	667.75	-667.75
3.00		Ea	2124030	STO	ns	24" X 3" Grade Ring			3.00	Ea	161.00	40.00	120.00
1.00		Ea	4300102	STO	ns	A1024-02 STRM ASSY EP,BP			1.00	Ea	0.00	225.00	225.00

Tax Code	Taxable amount	Tax Rate	
CA	-472.75	6.50	-30.72
CA-Local	-472.75	1.00	-4.73
CA-SJTA	-472.75	0.50	-2.36

Total Freight in lbs.: 483.00

#372.61

119.000.000.200.175

Driver Acknowledgment: The product listed on this Bill of Lading has been received in good condition and will be delivered to the "Ship to" address specified, unless otherwise noted.

Driver Signed: _____ (Print) _____ **Dated:** _____

Customer Agrees: That all material received on this packing slip is in good condition, unless otherwise noted, and they will indemnify seller for all costs associated with the collection of this purchase including reasonable attorney fees & finance charges. (Finance charges will be assessed on all past due accounts.)

Received by (sign): _____ (Print) _____ **Dated:** _____

TOTAL AMOUNT US			-510.56
Deliver Times	Arrived at	Left	
Plant:	Job Site:	Job Site:	
Internal Use			
Load Verified:	Ok to Register:	Agrees to Invoice:	

2960 S HIGHWAY 99 STOCKTON, CA 95215 Phone : 925- 846-8183 Fax : 925-846-4904

Packing slip

Bill of Lading

Sold To : City of Riverbank
W/C
Stockton, CA 95215

Ship To : City of Riverbank
W/C
Stockton, CA 95215

Contact:
Sales Person: Brian Douglas

Phone:
Reference : Darren @ 968-4685

County: San Joaqui
Site: Stockton

Packing Slip No.	Date	Terms of Payment	Order No.	Customer No	F.O.B.	Mode of Delivery	Customer PO
SP144764	8/13/2013	Cash on Delivery	S168194	200236	Plant Pickup	Will Call	

Qty	Kit Qty	Unit	Item	W/H	Special No.	Description	Group	Mark	Qty	Unit	Weight	Sales price	Amount
3.00		Ea	2136040	STO	ns	36" X 4" Grade Ring			3.00	Ea	0.00	50.00	150.00
1.00		Ea	4300231	STO	ns	MH Assy A1463 3.5" Storm			1.00	Ea	0.00	667.75	667.75
										Tax Code		Taxable amount	Tax Rate
										CA		817.75	6.50
										CA-Local		817.75	1.00
										CA-SJTA		817.75	0.50

Total Freight in lbs.: 0.00

Driver Acknowledgment: The product listed on this Bill of Lading has been received in good condition and will be delivered to the "Ship to" address specified, unless otherwise noted.

Driver Signed: _____ (Print) _____ **Dated:** _____

Customer Agrees: That all material received on this packing slip is in good condition, unless otherwise noted, and they will indemnify seller for all costs associated with the collection of this purchase including reasonable attorney fees & finance charges. (Finance charges will be assessed on all past due accounts.)

Received by (sign): _____ (Print) _____ **Dated:** _____

Deliver To:		TOTAL AMOUNT	US	883.17
Left Plant:	Arrived at Job Site:	Left Job Site:		

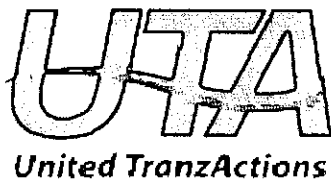
Internal Use		
Load Verified:	Ok to Register:	Agrees to Invoice:

Oldcastle Precast, Inc.

OLD 324 - R9/10

Davis, Stuart

From: danita.romero@oldcastleprecast.com
Sent: Tuesday, August 13, 2013 1:31 PM
To: Davis, Stuart; Romero, Danita
Subject: UTA Credit Card Payment Confirmation #288671 ***Please do not reply***



PAYMENT RECEIVED

Dear Danita Romero

Transaction #: 288671
Customer #: 030-200236
Transaction Date: 8/13/2013
Invoice #: S168194
Name: Michael Riddell
Card Type: VISA
Card #: XXXXXXXXXXXX9639
Amount: 883.17
Memo: 209-869-7128
CC Email To: Stuart.Davis@oldcastle.com, Danita.romero@oldcastle.com

Thank you,

United TranzActions

© Copyright 2001-2013 UTA.
3200 Executive Way, Miramar, FL 33025
(954) 431-5256 • 1-800-858-5256 • Fax: (954) 499-0377

ABOUT THIS MESSAGE

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FRED PRYOR SEMINARS **CAREERTRACK**

divisions of PARK University Enterprises, Inc.

Thank you! Your order number is #20-2353325.

Order Confirmation:

MRIDDELL@RIVERBANK.ORG will receive an order confirmation email within 24 hours.

Training Rewards Welcome Letter:

MRIDDELL@RIVERBANK.ORG will receive an email within 24 hours with details about the Training Rewards order.

Helpful Links: [FAQs](#), [Cancellation Policy](#), [Contact us](#)

Save BIG when you enroll your team in Unlimited Training!

Training Rewards is the perfect group training solution for organizations both large and small!

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[Print This Page](#)

[Return to the home page](#)

Order Summary

Training Rewards - 12Mo Renewal

Training Rewards Renewal - Item # 4135TRM0R

Michael Riddell - MRIDDELL@RIVERBANK.ORG

\$299.00

Subtotal

\$299.00

Total

\$299.00

Ordered By

Mr Michael Riddell

Deputy Director

MRIDDELL@RIVERBANK.ORG

p: 209.869.7128 12

City of Riverbank

6707 3rd St

Riverbank, CA 95367-2396

102-418.000.706.038

106-423.000.706.038

106-424.000.706.038

114-433.000.706.038

\$74.75 each

Billing Information

Mr Michael Riddell

Deputy Director

MRIDDELL@RIVERBANK.ORG

p: 209.869.7128 12

City of Riverbank

6707 3rd St

Riverbank, CA 95367-2396

Payment Information

Card Type: Visa

Card Number: *****9639

Name on Card: Michael Riddell

Purchase Order #: Not Provided

Note: Charges associated with this invoice will appear as "Fred Pryor & CareerTrack" on your credit card statement.



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER	5712
STATEMENT DATE	08-22-13
TOTAL ACTIVITY	\$ 30.99

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

000012350 1 AT 0.384 106481252421422 P

DEBORAH OLSON
CITY OF RIVERBANK LRA
6707 THIRD STREET
RIVERBANK CA 95367-2305

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder

Signature

9/10/13

Approver

9/16/13

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-23	07-22	WESTHOST 435-7553433 UT PUR ID: 5533-380018 TAX: 0.00	24559303203900017143545	4816	12.50
08-16	08-14	ACCUCONFERENCE 800-977-4607 NV PUR ID: 9719387854 TAX: 0.00	24492153227849193879524	4814	18.49

RECEIVED SEP 03 2013 198-439-503-702-053

Default Accounting Code:

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	7-5712		PREVIOUS BALANCE	
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES	
	08-22-13	\$.00	\$30.99	
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE		CASH ADVANCES	
	\$ 0.00		\$.00	
	DO NOT REMIT		CASH ADVANCE FEE	
			\$.00	
			CREDITS	
				\$.00
		TOTAL ACTIVITY		\$30.99



Remit to:
WestHost
517 West 100 North, Suite #225
Providence, Utah 84332

Invoice Date: Jul/22/2013
Invoice Due Date: Jul/22/2013
Invoice Number: 5533-380018

Customer: City Of Riverbank LRA
Attn: Debbie Olson
5300 Claus Rd. Suite 1
Modesto, CA 95357
US

When this invoice was generated on Jul/22/2013 \$ 12.50 of the total due was paid automatically by the credit cards and/or checking account(s) on file.

A detailed list of payments made to this invoice is listed at the bottom of this page.

Previous Charges:	Prior Balance	\$	0.00
	Payments	\$	(0.00)
	Unpaid Balance	\$	0.00
Current Charges:	Current Charges	\$	12.50
	Taxes	\$	0.00
	Account Credits	\$	(0.00)
	Amount Charged To Credit Card	\$	(12.50)
	Total Current Charges	\$	0.00

Account Balance as of Jul/22/2013 **\$ 0.00**

Invoice Items

Current Charges:

ID#	Service Items	Date Range	Unit Price	Quantity	Discount	Total Due
9617	riverbankindustrialcomplex.com Domain Renewal (drnw0)	Jul/22/2013 - Aug/20/2014	\$ 12.50	1		\$ 12.50
Current Charges:						\$ 12.50

Taxes:

ID#	Tax Description	Total Due
Taxes:		\$ 0.00

Account Credits:

ID#	Credit Description	Note	Total Credit
Account Credits:			\$ (0.00)

Total Current Charges: \$ 0.00

Aging Invoice Balance					
Current	1-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Invoice Payment History

Recorded Payments:

	Date	Payment Type	Payment Details	Amount	
[+]	Jul/22/2013	Credit card charge	5712 Transaction ID: 5402438153	\$ (12.50)	<u>refund</u>
Total Payments for Invoice				\$ (12.50)	

Invoice Refund History

Recorded Refunds:

Date	Amount
Total Refunds for Invoice \$ (0.00)	


AccuConference
"Making Conferencing Simple & Affordable"

 Customer Service #
1.800.989.9239

 Your Customer Number is: **2509982**

 City of Riverbank - LRA
 Deborah Olson
 6707 3rd ST
 Riverbank, CA 95367

Statement Date: 7/15/2013 - 8/14/2013

Previous Balance:	\$18.10 USD
Payments:	-\$18.10 USD
Amount Overdue:	\$0.00 USD

August Current Charges:	\$16.29 USD
USF Recovery:	\$1.89 USD
Cost Recovery Fee:	\$0.31 USD
Total August Charge:	\$18.49 USD
Charged to Credit Card Ending *5712:	-\$18.49 USD

Total Amount Due:	\$0.00 USD
--------------------------	-------------------

Polling * Chat * PowerPoint * 100% Secure * No Download Required

 ** Access your account via the web: www.accuconference.com

	<u>Attendees</u>	<u>Minutes</u>	<u>Cost</u>
Conference Calls	7	417	\$16.29
Conference Lite Calls	0		<no usage>
Billing Fees			<no usage>


AccuConference
"Making Conferencing Simple & Affordable"



AccuConference
"Making Conferencing Simple & Affordable"

Customer Service #
1.800.989.9239

Conference Call Detail

<u>Date of Call</u>	<u>Moderator</u>	<u>Conference Name</u>	<u>Acct Code</u>	<u>Callers</u>	<u>Total Mins</u>	<u>Rate</u>	<u>Charge for Call</u>
8/6/2013 12:58 PM	LRA - Moderator	LRA		7	417	0.0390	\$16.29
	Subtotal for LRA			7	417		\$16.29

Thank you for using AccuConference by TalkPath LLC!

The FCC now mandates all conference calls placed on or after October 1st 2008 are subject to the Universal Service fee collected by the USAC.
FCC Site: http://hraunfoss.fcc.gov/edocs_public/attachmatch/DA-08-1689A1.pdf
AccuConference USF FAQ: <http://www.accuconference.com/USF.aspx>

August Current Charges:	\$16.29 USD
USF Recovery:	\$1.89 USD
Cost Recovery Fee:	\$0.31 USD
Total August Charge:	\$18.49 USD
Charged to Credit Card	
Ending *5712:	-\$18.49 USD

Do not pay



AccuConference
"Making Conferencing Simple & Affordable"

Page: 2
Customer Number: 2509982



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER	4298
STATEMENT DATE	08-22-13
TOTAL ACTIVITY	\$ 512.62

000012346 1 AT 0.384 106481252421418 P

MARISELA HERNANDEZ
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

As of May 31, 2013 U.S. Bank National Association ND is merging into U.S. Bank National Association. This merger will have no effect upon the services you receive from U.S. Bank.

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

08/30/13
Date

Approved

9-30-13
Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-23	07-22	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA PUR ID: 107-4171124-96130 TAX: 0.00	24692163203000231619176	5942	2.60
07-24	07-23	AMAZON.COM AMZN.COM/BILL WA PUR ID: 107-7429475-62658 TAX: 2.69	24692163204000562103641	5942	37.93
07-24	07-24	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA PUR ID: 107-2640339-83042 TAX: 0.09	24692163205000723454585	5942	1.24
08-16	08-15	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA PUR ID: 107-7844390-66074 TAX: 32.85	24692163227000968443800	5942	470.85

Default Accounting Code:

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
800-344-5696	4298		PREVIOUS BALANCE \$.00	
	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES \$512.62	
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	08-22-13	\$.00	CASH ADVANCES \$.00	
	AMOUNT DUE		CASH ADVANCE FEE \$.00	
	\$ 0.00		CREDITS \$.00	
	DO NOT REMIT		TOTAL ACTIVITY \$512.62	

CITY OF RIVERBANK

PAYMENT VOUCHER

US BANKCORP SERVICE CENTER
PO BOX 6343
FARGO, ND 58125-6343

STATEMENT DATE

22-Aug-13

MARISELA HERNANDEZ

CARDHOLDER NAME

PURCHASE DATE	MERCHANT NAME	DESCRIPTION OF PURCHASES	ACCOUNT #	LINE ITEM AMOUNT
22-Jul-13	AMAZON.COM	VEHICLE CHARGER FOR NEW PHONE	114-433.000-704.022	\$2.60
23-Jul-13	AMAZON.COM	PROTECTIVE CASE FOR NEW PHONE	114-433.000-704.022	\$37.93
24-Jul-13	AMAZON.COM	PROTECTIVE SHIELD FOR NEW PHONE	114-433.000-704.022	\$1.24
15-Aug-13	AMAZON.COM	BINDING MACHINE	101-412.000-703.063	\$470.85
			STATEMENT TOTAL	\$512.62

I CERTIFY THAT ALL PURCHASES LISTED ON THE ATTACHED STATEMENT DATED AS ABOVE, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE AND CORRECT AND WERE MADE FOR OFFICIAL PURPOSES. PAYMENT IS AUTHORIZED.

CARD HOLDER

08/30/13
DATE

APPROVING OFFICIAL SIGNATURE _____ DATE _____

Marisela Hernandez

From: auto-confirm@amazon.com
Sent: Monday, July 22, 2013 11:33 AM
To: Marisela Hernandez
Subject: Amazon.com order of OtterBox Defender Series... and 2 more item(s).



Kindle Store | Your Account | Amazon.com

Order Confirmation

Order #107-4171124-9613039

Order #107-7429475-6265849

Order #107-2640339-8304267

Hello Marisela Hernandez,

Thank you for shopping with us. We'd like to let you know that Amazon has received your order, and is preparing it for shipment. Your estimated delivery date is below. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

Your purchase has been divided into 3 orders.

Order Details

Order #107-4171124-9613039

Placed on Monday, July 22, 2013

Your estimated delivery date is:

Thursday, August 15, 2013 -

Tuesday, September 3, 2013

Your shipping speed:

Standard



Your order will be sent to:

Marisela Hernandez

6617 3RD ST

RIVERBANK, CA 95367-2303

United States

*iPhone for
Eric Tackett*



USB Cable+Wall and Car Charger for Apple iPod

\$1.87

iPhone 4 4G 4s

Wireless Phone Accessory

Sold by FOREVER YUNG



114-433.000-704.022

Item Subtotal:	\$1.87
Shipping & Handling:	\$0.73
Total Before Tax:	\$2.60
Order Total:	\$2.60

Order #107-7429475-6265849
Placed on Monday, July 22, 2013

Your estimated delivery date is:
**Friday, July 26, 2013 -
Tuesday, July 30, 2013**

Your shipping speed:
Standard Shipping

Your order will be sent to:
**Marisela Hernandez
6617 3RD ST
RIVERBANK, CA 95367-2303
United States**



OtterBox Defender Series Hybrid Case & Holster for
iPhone 4 & 4S - Retail Packaging - Black
Wireless Phone Accessory
Sold by Amazon.com LLC



\$29.99

Item Subtotal:	\$29.99
Shipping & Handling:	\$5.25
Total Before Tax:	\$35.24
Estimated Tax:	\$2.69
Order Total:	\$37.93

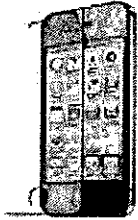
Order #107-2640339-8304267
Placed on Monday, July 22, 2013

Your estimated delivery date is:
**Friday, July 26, 2013 -
Wednesday, July 31, 2013**

Your shipping speed:
Standard

Your order will be sent to:
**Marisela Hernandez
6617 3RD ST
RIVERBANK, CA 95367-2303
United States**





iPhone 4 / 4S Anti-Glare, Anti-Scratch, Anti-Fingerprint - Matte Finishing Screen Protector
Wireless Phone Accessory
Sold by eTECH



\$1.15

Item Subtotal:	\$1.15
Shipping & Handling:	\$0.00
Total Before Tax:	\$1.15
Estimated Tax:	\$0.09
Order Total:	\$1.24

To learn more about ordering, go to [Ordering from Amazon.com](#).
If you want more information or need more assistance, go to [Help](#).

Thank you for shopping with us.
Amazon.com

**TV & Video
Home Entertainment**

[▶ Learn more](#)



Next time get
**FREE Two-Day
Shipping**

amazon Prime

[▶ Learn more](#)



Unless otherwise noted, items sold by Amazon.com LLC are subject to sales tax in select states in accordance with the applicable laws of that state. If your order contains one or more items from a seller other than Amazon.com LLC, it may be subject to state and local sales tax, depending upon the seller's business policies and the location of their operations. [Learn more about tax and seller information.](#)

California Residents: One or more of the items in your order may be subject to California's Proposition 65 law. [See details](#)

Items in this order may be subject to California's Electronic Waste Recycling Act. If any items in this order are subject to that Act, the seller of that item has elected to pay any fees due on your behalf.

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Ship to: Marisela Hernandez
6617 3RD ST
RIVERBANK CA 95367-2303
United States

Order #:107-2640339-8304267
2013-07-23
Standard

Item	ItemNumber	Qty	SKU	Price
iPhone 4 / 4S Anti-Glare, Anti-Scratch, Anti-Fingerprint - Matte Finishing Screen Protector	56924103948818	1	***SP iPhone 4S (Anti- Glare, iPhone 4S)***	\$1.15

Totals

Tax: \$0.09
Total Amount: \$1.24



Thanks for shopping with us!

If you are Happy with your transaction, please consider give us a **POSITIVE** rating (5 of 4)!

"Can't give us a Positive Rating?" -- Please email us at "iflashteam@yahoo.com" before giving the feedback, and we will try our best to resolve the issue for you.

30-Days Return Policy: You may return the item(s) within 30 days upon receiving. Simply circle the return reason and preferred action, and then send back the item(s) along with this packing slip.

Return Reason: "I do not like it" / Defective / Wrong item / Other Reason

Preferred Action: Refund / Even-exchange (please circle one)

*Restriction may applied. See full return policy available at our marketplace store page.

i-Flash Support Team

Laura Graybill

From: auto-confirm@amazon.com
Sent: Tuesday, August 13, 2013 11:33 AM
To: Laura Graybill
Subject: Amazon.com order of Fellowes Galaxy E Comb....



[Kindle Store](#) | [Your Account](#) | [Amazon.com](#)

Order Confirmation

Order #107-7844390-6607410

Hello Laura,

Thank you for shopping with us. We'd like to let you know that BuyOnlineNow has received your order, and is preparing it for shipment. Your estimated delivery date is below. If you would like to view the status of your order or make any changes to it, please visit [Your Orders on Amazon.com](#).

Your estimated delivery date is:
Thursday, August 22, 2013 -
Tuesday, August 27, 2013

Your shipping speed:
Standard

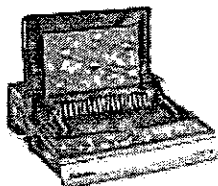
Your order will be sent to:
Laura Graybill
6707 3RD ST
RIVERBANK, CA 95367-2396
United States



Order Details

Order #107-7844390-6607410

Placed on Tuesday, August 13, 2013



Fellowes Galaxy E Comb Binding Machine (5218301)
Office Product
Sold by BuyOnlineNow



\$438.00

Item Subtotal:	\$438.00
Shipping & Handling:	\$0.00

Total Before Tax: \$438.00
Estimated Tax: \$32.85
Order Total: \$470.85

To learn more about ordering, go to [Ordering from Amazon.com](#).
If you want more information or need more assistance, go to [Help](#).

Thank you for shopping with us.
Amazon.com

101-412.000-703.063
J. Hayhill
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