



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



AGENDA

MONDAY, APRIL 22, 2013 – 6:00 P.M.

CALL TO ORDER: Mayor Richard D. O'Brien

FLAG SALUTE: Mayor Richard D. O'Brien

ROLL CALL: Mayor Richard D. O'Brien
Vice Mayor Jeanine Tucker
Councilmember Barber-Martinez
Councilmember Dotty Nygard
Councilmember (vacant)

CONFLICT OF INTEREST

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

1. PRESENTATIONS

Item 1.1: Proclamation Recognizing Intuitive Motion.

Item 1.2: Proclamation Recognizing Bike to Work Week.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon by the City Council. For record purposes, state your name and City of residence. Please address the entire City Council and refrain from directing your comments to a single Member of the Council 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 unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

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

Item 3.B: Notice to Move Approval of the Minutes for the March 11, 2013, Special (Town Hall) City Council Meeting, March 25, 2013 regular City Council Meeting, and April 8, 2013, regular City Council Meeting, to the May 13, 2013, regular City Council Meeting.

Item 3.C: **Second Reading by Title Only of Ordinance No. 2013-001, Supplementing Title V: Public Works; Chapter 51: Sewers, Section 51.01: Definitions; by Adding the Definitions of Sanitary Sewer Main and Service Lateral, and Adding Section 51.09: Service Lateral Private Property, to the City of Riverbank Code of Ordinances** – It is recommended that the City Council introduce the second reading by title only of Ordinance No. 2013-001, and consider its adoption to establish City policy and clarify the City's level of responsibility to the maintenance of the sewer laterals.

Item 3.D: **Resolution** Changing the Regular City Council Meeting Time of the First Meeting of each Quarter (January, April, July, & October) from 12:00 p.m. to 6:00 p.m.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS There are no items to consider.

6. NEW BUSINESS

Item 6.1: **Resolution Appointing a Member to the City of Riverbank Budget Advisory Committee** – It is recommended that the City Council consider approving the resolution to appoint Arlene Figueroa as a member to the City of Riverbank Budget Advisory Committee.

Item 6.2: **Presentation by Gilton Solid Waste Management to Propose waste Management Program Options** – It is recommended that the City Council consider and review the proposed waste management program options presented in by Gilton Solid Waste Management and provide direction to staff as the Council deems appropriate.

- Item 6.3:** **Resolution Authorizing a Study of the City of Riverbank At-Large Electoral System Pursuant to the California Voting Rights Act** – It is recommended that the City Council approve and adopt the attached Resolution, authorizing the City Manager to contract with a qualified consulting firm or company for the purpose of commissioning a study to evaluate the City of Riverbank’s (“City”) current at-large electoral system to determine whether this system has resulted in racially polarized voting in violation of the California Voting Rights Act and the Federal Voting Rights Act. The Resolution also allocates a budget of up to Twenty-Five Thousand Dollars (\$25,000) to conduct the necessary study.
- Item 6.4:** **Strategic Plan Update** – It is recommended that the City Council consider the presentation on the City’s Strategic Plan and provide comment as it deems appropriate.
- Item 6.5:** **Consideration and Approval of an Agreement with Churchwell White LLP for City Attorney Services** – It is recommended that the City Council (1) Review and approve the proposed agreement for city attorney services with Churchwell White LLP; and (2) Authorize the city manager to execute the agreement.
- Item 6.6:** **(1) Authorize the Execution of a Public Benefit Grant Program Funding Agreement for the Purchase of Five Vehicles through the SJVAPCD Incentive Program, and (2) Authorize the Allocation of \$80,000 in Matching Funds from the Water & Gas Tax Reserve Account** – It is recommended that the City Council authorize the execution of a Public Benefit Grant Program Funding Agreement between the San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) and the City of Riverbank for the purchase of five vehicles through the SJVAPCD Incentive Program. It is also recommended that the City Council authorize a budget amendment for the use of Water, Sewer, and Gas Tax funds as matching funds for the grant.

7. COMMENTS

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

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

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

8. CLOSED SESSION There are no items to consider.

9. REPORT FROM CLOSED SESSION There are no items to report.

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Register for 03/28/2013, 04/04/2013, and 04/11/2013.

Item 10.2: Minutes from the Budget Advisory Committee Meeting held on 04/03/2013.

ADJOURNMENT (The next regular City Council meeting – May 13, 2013, at 6:00pm.)

UPCOMING EVENTS:

Continuous (Mondays)	▪ <u>Ballet Folklorico</u> – classes at the Community Center at 5:30 pm (Contact Parks & Recreation at 863-7150)
May 4, 2013 (Saturday)	▪ 10:00 am – Barracuda Swim Team Tryouts at the Riverbank Community Pool (Contact Parks & Recreation at 863-7150)
May 6, 2013 (Monday)	▪ 6:00 pm – Barracuda Swim Team Parent Meeting at the Community Center Park Gazebo
JUNE 4, 2013 (Tuesday)	▪ <u>Special Municipal Election:</u> If you are interested in serving as a poll worker and are a registered voter, please contact Annabelle Aguilar, City Clerk/Elections Official, at 209-863-7198 or 209-863-7122 or mailto:aaguilar@riverbank.org. ○ Inspectors (lead position) receive a \$150 stipend ○ Clerks receive \$110 stipend ○ An additional \$30 stipend is provided to cover the mandatory poll worker training.

AFFIDAVIT OF POSTING

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

Dated this 18th day of April, 2013
Annabelle Aguilar, CMC, City Clerk

Notice Regarding Americans with Disabilities Act:

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

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information:	The Riverbank City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m.; unless otherwise noticed.
Council Agendas:	The City Council 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 and to keep the public well informed, however, it is not required by the Brown Act. The agenda is posted for public review at the City's website at www.riverbank.org , at the City Clerk's Office and on the exterior of the North City Hall building's bulletin board at 6707 Third Street, Riverbank, California. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings:	In general, a public hearing is an open consideration within a regular meeting of the City Council, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Questions:	Contact the City Clerk at (209) 863-7122 or aguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	April 22, 2013
Subject:	Proclamation Recognizing Intuitive Motion.
From:	Jill Anderson, City Manager
Submitted by:	Debbie Olson, Executive Director Local Redevelopment Authority

RECOMMENDATION

It is recommended that the City Council recognize Intuitive Motion with a proclamation acknowledging its founders for their entrepreneurial spirit and for the national recognition they have received for the ZBoard, an innovative, battery-operated skateboard that is manufactured at the Riverbank Industrial Complex.

SUMMARY

Intuitive Motion has won several national awards in recognition of their entrepreneurial activities and for inventing the ZBoard, a Segway-like skateboard that uses weight-sensing pads for motion and stopping. The ZBoard recently appeared in a segment on the Today show as well as being featured in numerous national publications, including the *Wall Street Journal*, *Forbes*, *Wired* and *Popular Science*.

Founders Ben Foreman and Geoff Larson also recently garnered a \$20,000 first place prize in a national contest for entrepreneurs through Grow America. Grow America promotes startup businesses and awarded the prize based on online public votes and a judges panel.

The creators of the ZBoard and founders of Intuitive Motion, Ben Foreman and Geoff Larson are planning to attend the meeting to accept the proclamation.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proclamation

CITY OF RIVERBANK PROCLAMATION

WHEREAS, the City of Riverbank is working to provide opportunities and conditions that support sustainability, innovation, and business growth; and

WHEREAS, the City of Riverbank is committed to encouraging enterprise and making Riverbank the preferred place to start and grow a business locally by supporting policies, partnerships, and investments that help business succeed and thrive; and

WHEREAS, the City of Riverbank is privileged to recognize and honor individuals and businesses who are providing exposure for our community and making positive contributions to the City's economic environment; and

WHEREAS, the Riverbank Industrial Complex is operated by the Riverbank Local Redevelopment Authority as an incubator and accelerator designed to attract, retain, and promote business; and

WHEREAS, Intuitive Motion is an entrepreneurial new business located in the Riverbank Industrial Complex that has demonstrated their innovation with the creation of the ZBoard, a groundbreaking, weight-sensing electric skateboard; and,

WHEREAS, founders Ben Forman and Geoff Larson are pioneers and leaders of a new generation of inventive Riverbank business owners and entrepreneurs; and

WHEREAS, Intuitive Motion has received widespread recognition, numerous awards, and garnered national media attention, including features on *the Today Show*, *CNN*, and the *Discovery Channel*, as well as articles in the *Huffington Post*, *Yahoo.com*, *Wall Street Journal* and *Forbes Magazine*; and

WHEREAS, Intuitive Motion's achievements have focused a positive spotlight on the Riverbank business climate and brought an element of youthful 'coolness' to Riverbank; and

WHEREAS, Ben Forman and Geoff Larson are examples of successful entrepreneurs in the City of Riverbank.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank, do hereby proclaim Intuitive Motion as an exceptional, entrepreneurial, local business success and in recognition of its remarkable ingenuity, original image, and fresh business perspective.

April 22, 2013



Richard D. O'Brien, Mayor

Jeanine Tucker, Vice Mayor

Darlene Barber-Martinez, Councilmember

Dotty Nygard, Councilmember

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	April 22, 2013
Subject:	Proclamation Recognizing Bike to Work Week.
From:	Jill Anderson, City Manager
Submitted by:	Luanne Bain, Administrative Assistant

RECOMMENDATION

It is recommended that the Mayor read the Proclamation for Bike to Work Week.

SUMMARY

Bike to Work Week is an annual celebration that occurs nationwide each May, culminating with Bike to Work Day on the third Friday of the month. Bicycling is an easy, healthy way to lose weight and build muscle and stamina. Riding a bike to either work or school helps in the fight against air pollution plus can save one the cost of fuel and vehicle maintenance.

There will be several "Bike to Work" events taking place throughout Stanislaus County in May; interested persons can look online at Commute Connection or the Stanislaus County Bicycle Club.

FINANCIAL IMPACT

There is no financial impact for this item.

ATTACHMENT

1. Proclamation

CITY OF RIVERBANK

PROCLAMATION

WHEREAS, bicycle commuting is an effective means to improve air quality, reduce traffic congestion, and conserve energy; and

WHEREAS, bicycle commuting benefits both employees and employers through better employee health and fitness; reduced commuting and vehicle maintenance costs; and

WHEREAS, children riding their bikes to and from school are healthier and more athletic and this year, Bike to School Day is May 8; and

WHEREAS, the week of May 13th is Bike to Work Week, which promotes bicycling as a viable means of transportation to and from work; and

WHEREAS, Bike to Work Day is celebrated annually on the third Friday in May, which is May 17th.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby proclaim the month of May is National Bike Month in the City of Riverbank, and Bike to School Day is May 8, the week of May 13th is Bike to Work Week, and May 17th is Bike to Work Day.

April 22, 2013



Richard D. O'Brien, Mayor

Jeanine Tucker, Vice Mayor

Darlene Barber-Martinez, Councilmember

Dotty Nygard, Councilmember

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 22, 2013
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 22, 2013
Subject:	Notice to Move Approval of the Minutes for the March 11, 2013, Special (Town Hall) City Council Meeting, March 25, 2013 regular City Council Meeting, and April 8, 2013, regular City Council Meeting to the May 13, 2013, regular City Council Meeting.
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council receive notice that the draft minutes for the subject stated meetings indicated will be provided as part of the May 13, 2013, regular City Council meeting agenda for approval.

SUMMARY

Due to other pressing work assignments, the draft minutes for the March 11, 2013, Special (Town Hall) City Council Meeting, the March 25, 2013 regular City Council Meeting, and the April 8, 2013, regular City Council Meeting will be provided to the City Council as part of the May 13, 2013, regular City Council meeting agenda for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

There are no attachments.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 22, 2013
Subject:	Second Reading by Title Only of Ordinance No. 2013-001, Supplementing Title V: Public Works; Chapter 51: Sewers, Section 51.01: Definitions; by Adding the Definitions of Sanitary Sewer Main and Service Lateral, and Adding Section 51.09: Service Lateral Private Property, to the City of Riverbank Code of Ordinances
From:	Jill Anderson, City Manager
Submitted by:	JD Hightower, Development Services Director Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council introduce the second reading by title only of Ordinance No. 2013-001, and consider its adoption to establish City policy and clarify the City's level of responsibility to the maintenance of the sewer laterals.

SUMMARY

At the regular City Council meeting on April 8, 2013, Ordinance No. 2013-001 was introduced and given its first reading by title only. During a public hearing, staff proposed supplementing Title V: Public Works, of the Riverbank Municipal Code of Ordinances, in response to a recommendation suggested by the Budget Advisory Committee and accepted by the City Council, to clarify what responsibilities the City has or does not have in regards to the maintenance of the sewer laterals.

Adding the definitions *Sanitary Sewer Main* and *Service Lateral* to Section 51.01 and adding new Section 51.09, titled *Service Laterals Private Property* to the Municipal Code will establish City policy and will clarify the level of responsibility the City has in regards to the maintenance of the sewer laterals. Furthermore, the policy will allow staff to focus efforts and funds towards the maintenance of the broader scope of wastewater sewer infrastructure.

After consideration of the first reading of the ordinance, the City Council unanimously passed the motion to give the ordinance its second reading by title only and consider its adoption at the April 22, 2013, regular City Council meeting.

FINANCIAL IMPACT

As previously reported when the ordinance was introduced, in the last six (6) months City crews have checked laterals eight (8) times, cleared laterals nineteen (19) times, and repaired two (2) laterals. Attachment "A" has a listing of the total cost for staff time, equipment used, and parts used to repair. The City has spent \$19,277 during the past six months on checking, repairing, or clearing service laterals. This rate of funds spent on service laterals projects to an annual cost of \$38,554.00, primarily in salary costs, to the sewer enterprise account.

ATTACHMENT

1. Attachment A – Cost Summary
2. Ordinance No. 2013-001

Attachment A

Service Lateral Maintenance and Repair Cost

Average cost

In the last six (6) months city crews have checked laterals eight (8) times, cleared laterals nineteen (19) times, and repaired two (2) laterals. Listed below is the break down of the total cost for the staff time, equipment used and parts used to repair.

Checking laterals both during and after business hours:

Number of Laterals	Labor	Number of Employees	Employee Salary/Hr	Total
8	1 hour	1	\$58.20	\$466.00

Repairing laterals both during and after business hours:

Number of Employees	Labor (per lateral)	Hours (per lateral)	Staff Salary/Hr (per lateral)	Total Salary (per lateral)	Laterals Repaired	Total Employee Cost
3	12 hours	36	\$124.00	\$4,464.00	2	\$8,928.00

Equipment Cost	\$250.00 x 2 =	\$500.00
Parts Cost	\$122.00 x 2 =	\$244.00

Total Cost to Repair 2 laterals:	\$9,672.00
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Clearing stoppage in laterals both during and after business hours:

Number of Employees	Labor (per lateral)	Hours (per lateral)	Staff Salary/Hr (per lateral)	Total Salary (per lateral)	Laterals Cleared	Total Employee Cost
2	2 hours	4	\$109.00	\$436.00	19	\$8,284.00

Total Cost to Clear stoppage in 2 laterals:	\$9,139.00
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Total average cost to maintain sewer laterals for the last six (6) months: **\$ 19,277.00**

CITY OF RIVERBANK

ORDINANCE NO. 2013-001

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
SUPPLEMENTING TITLE V: PUBLIC WORKS; CHAPTER 51: SEWERS, SECTION
51.01, DEFINITIONS; BY ADDING THE DEFINITIONS OF SANITARY SEWER MAIN
AND SERVICE LATERAL AND ADDING SECTION 51.09, SERVICE LATERAL
PRIVATE PROPERTY, TO THE CITY OF RIVERBANK CODE OF ORDINANCES**

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

Title V: PUBLIC WORKS, Chapter 51 SEWERS, Section 51.01 DEFINITIONS of the Riverbank Code of Ordinances shall be amended to add definitions to read as follows:

SANITARY SEWER MAIN. An underground pipe owned and maintained by the City of Riverbank which transports from more than one residence, parcel or property to eventually be treated at the City of Riverbank Wastewater Treatment Plant.

SERVICE LATERAL. The sewer pipes that lead from a home or business to the Sanitary ~~Sewer~~ ~~m~~ Main line or regional trunk line in the public right of way.

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

Title V: PUBLIC WORKS, Chapter 51 SEWERS, of the Riverbank Code of Ordinances shall be amended to add SECTION 51.09 SERVICE LATERAL PRIVATE PROPERTY to read as follows:

§ 51.09 SERVICE LATERAL PRIVATE PROPERTY.

A service lateral is a private facility. The property owner shall be responsible for constructing, repairing, and maintaining the entire sewer lateral between the building and the sanitary sewer main (including the lateral and building sewers, and the tap, saddle or wye connection fitting at the sanitary sewer main). The City shall not be financially responsible for any sewer lateral construction, operation, maintenance, repair, abandonment, or other cost whatsoever, except where the City itself or its contractor reconstructs or realigns the sanitary sewer main, thereby necessitating the reconnection of sewer laterals to the sanitary sewer main.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on April 8, 2013. Said ordinance was given a second reading at a regular meeting of said Council on April 22, 2013, and Councilmember _____ seconded by Councilmember _____, moved the adoption of said ordinance, and upon roll call was carried by the following _____ vote:

AYES:

NAYS:

ABSENT

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 22, 2013
Subject:	Resolution Changing the Regular City Council Meeting Time of the First Meeting of each Quarter (January, April, July, & October) from 12:00 p.m. to 6:00 p.m.
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Administrative Analyst

RECOMMENDATION

It is recommended that the City Council approve a resolution changing the meeting time of the first City Council Meeting of each quarter from Noon (12:00 p.m.) to 6:00 p.m. to be consistent with the other regularly scheduled meetings of the City Council.

SUMMARY

On April 8, 2013, the City Council received public comment regarding whether or not to continue holding a Noon meeting on the first Monday of every quarter in place of a 6:00 p.m. meeting. After consideration and discussion of the comments, the City Council decided to have all regularly scheduled Council meetings at 6:00 p.m. A resolution has been prepared for action by the City Council to implement the decision.

BACKGROUND

In 1988, Council set the time for regularly scheduled meetings at 7:00 p.m.; this time was then amended to 6:00 p.m. by Resolution No. 2011-020 during the March 14, 2011 meeting. Resolution No. 2011-020 also changed the time of the first regularly scheduled meeting of each quarter to 12:00 p.m.

The quarterly 12:00 p.m. meetings were set with the intention of providing both residents and business owners a more convenient lunch hour time to attend meetings. The goal was to provide the community an earlier time where they would be able to express their comments, concerns, and community announcements. The community has not embraced these 12:00 p.m. quarterly meetings and attendance has been generally low. As a result, the City Council decided to move the meeting time back to 6:00 p.m. at the April 8, 2013 meeting. Therefore, a resolution to adjust the meeting schedule has been prepared for consideration by the City Council.

FINANCIAL IMPACT

There is no financial impact to this report.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
CHANGING THE TIME OF THE FIRST REGULARLY SCHEDULED CITY COUNCIL
MEETING OF EACH QUARTER TO 6:00 PM**

WHEREAS, Riverbank's Municipal Code Title III; Chapter 30; Section 30.01 Meetings states that all regular meetings shall be held at such times as the Council shall fix by resolution; and

WHEREAS, on September 26, 1988, City Council adopted Resolution No. 88-88 establishing the schedule of the regular City Council meetings to commence at 7:00p.m. on the second and fourth Monday of each month; and

WHEREAS, on March 14, 2011, City Council adopted Resolution No. 2011-020 establishing the schedule of the regular City Council meetings to commence at 6:00p.m. and the first quarterly regular City Council meeting (January, April, July, October) to commence at 12:00p.m.; and

WHEREAS, on April 8, 2013, the City Council decided that to have all regularly scheduled City Council meetings at 6:00p.m., and this resolution has been prepared to implement the City Council's decision.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank, California, does hereby declare, determine, and order as follows:

Section 1: That the first quarterly regular City Council meetings (January, April, July, October) shall have a regular scheduled start time of 6:00p.m.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of April 2013. Motion by Councilmember _____, seconded by Councilmember _____, moved the adoption of said resolution, and upon roll call was carried by the following vote of:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, MMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject/ Title:	Resolution Appointing a Member to the City of Riverbank Budget Advisory Committee.
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION:

It is recommended that the City Council consider approving the resolution to appoint Arlene Figueroa as a member to the City of Riverbank Budget Advisory Committee.

SUMMARY:

At the June 28, 2010 City Council Meeting, Council authorized staff to form a Budget Advisory Committee. This committee will serve to make recommendations, in an advisory role, to City Council on projects, programs and policies related to the City's operating budget and annual audits. The committee is comprised of seven (7) voting members, one (1) non-voting Councilmember, and one (1) non-voting Councilmember alternate. Four seats were established to serve a two year term which expired on July 26, 2012. Three applications were received and all three applicants were appointed to the Committee, leaving one vacant seat still unfilled. One of the seats was filled with then candidate for City Council, Mrs. Darlene Barber-Martinez. Her election to the City Council then left the Committee with two vacant seats for which we have been continuously recruiting for. One seat was filled on March 11, 2013 and an application to fill the final vacancy has been received.

An application was received on March 25, 2013 from Ms. Arlene Figueroa. Her interest in becoming a member of the Committee as well as her expertise and background in Accounting & Finance, make her an excellent candidate to fill one the final vacancy.

Therefore it is recommended that the City Council appoint Ms. Arlene Figueroa to fill the seventh seat of the Budget Advisory Committee.

FINANCIAL IMPACT:

There is no financial impact associated with the appointment of this member to the Budget Advisory Committee.

ATTACHMENTS:

1. Resolution
2. Application for Appointment: Budget Advisory Committee

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPOINTING ERICK S. WINCHESTER TO THE BUDGET ADVISORY COMMITTEE**

WHEREAS, On June 28, 2010, the City Council formed the Budget Advisory Committee to provide recommendations, in an advisory role, to City Council on projects, programs and policies related to the City's operating budget and annual audits; and

WHEREAS, There has been continuous recruitment for a voting member from the residents of the City of Riverbank; and

WHEREAS, Ms. Arlene Figueroa, resident of the City of Riverbank has expressed interest in becoming a member of the Budget Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby appoints the following resident to the City of Riverbank Budget Advisory Committee:

- **Chair 7: Arlene Figueroa. Term to expire 07/26/2014.**

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of April, 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 Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Application for Appointment: Budget Advisory Committee



APPLICATION FOR APPOINTMENT BUDGET ADVISORY COMMITTEE

Name: Arlene Figueroa Date: 3/25/2013

Home Address: _____
(Number/Street) (City/Zip) (Telephone)

Business Address: _____
(Number/Street) (City/Zip) (Telephone)

Email Address: _____ Cell: _____

Eligible applicants must reside within the Riverbank city limits and should possess a basic knowledge of accounting procedures and protocols.

Are you a legal citizen of the United States? Yes
How long have you been a resident of Riverbank? 2004

Please describe your education, employment and civic activities:

I have a Bachelor's degree in Business Administration from the University of Phoenix with a concentration in Accounting and Finance. I hold certificates in Non-Profit Management and Grant Writing from the University of California, Stanislaus. I am currently pursuing a Master's Degree in Forensic Accounting. I am currently an Administrative Assistant/ Financial Analyst for a foster care agency. My role includes an in-depth analysis of federal and non-federal funding as well as grant allocations. I maintain accurate records, provide financial statements and make appropriate suggestions for improvement to the overall budget process. I am currently serving on a non-profit board of directors as the Chief Financial Officer in which my role is to create the budget and recommend ways to generate revenues while controlling expenses.

What qualifies you best to advise the Riverbank City Council on budgetary issues?

I am a small business owner with a keen interest in the budgetary process of the city and how the budget can affect business owners and our residents. I have knowledge of laws & regulations including but not limited to, the California Corporation Code (CCC), Generally Accepted Government Audit Standards (GAGAS), Office of Management and Budget (OMB) Circular A-133 Auditing Standards and OMB A-122 Cost Principles. I would like the opportunity to provide support to the residents of our community by making recommendations about our city's budget on how to generate revenues and suggest adequate expenditures to minimize wastefulness of the city's finances.

I hereby certify that this form is true and accurate to the best of my knowledge. I understand that I may be contacted for more information if needed. I am available for monthly/bi-monthly/quarterly evening meetings and can commit to serving until July 26, 2014 on the Committee should I be appointed.

(Signature)

(Date)

Please return: In person to the Finance Department - 6617 Third Street or via e-mail at mhernandez@riverbank.org. Application period open until vacancies are filled.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject/ Title:	Presentation by Gilton Solid Waste Management to Propose waste Management Program Options
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director Kathleen Cleek, Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council consider and review the proposed waste management program options presented in by Gilton Solid Waste Management and provide direction to staff as the Council deems appropriate.

SUMMARY

Gilton Solid Waste Management (Gilton) has been providing waste management services to the residents of Riverbank for the past 36-years. The most recent Agreement the City had with Gilton Solid Waste Management began on July 1, 2003 and expired on July 1, 2011. In 2005, Gilton presented to the City Council rate adjustments and various program options. At that time, the City Council opted to stay with the current program of one 90-gallon trash container picked up once a week, and one 90-gallon recycling green waste/paper container once a week. Gilton has continued to provide Riverbank with high quality, reliable, and environmentally sound waste management services beyond the expiration date of the contract.

The City received a letter from Gilton Solid Waste Management in February 2013, respectfully requesting that the City renew the eight (8) year Agreement. Gilton Solid Waste Management will be making a presentation to the City Council detailing additional waste and recycling services that the City Council may want to consider implementing in the future, should the contract be extended. At the end of the presentation it is recommended that the City Council give direction on how the Council would like staff to proceed with this item at a future meeting.

OPTIONS FOR PRELIMINARY CONSIDERATION

Option 1 – Current Program: 90 gallon trash and 90 gallon green/organic every week plus CRT Voucher Program

Option 2 – Program A: 90 gallon trash and 90 gallon green/organic every week plus Curbside Electronic Waste Program, Curbside Bulky Item Program, Illegal Dump Program & Christmas Tree Pick-up Program

Option 3 – Program B: 90 gallon trash and 90 gallon green/organic every week plus 90 gallon Recycle every week, Curbside Electronic Waste, Curbside Bulky Item, Illegal Dump Program, & Christmas Tree Pick-up Program

BACKGROUND

Gilton Solid Waste Management (Gilton) has been providing waste management services to the residents of Riverbank for the past 36 years. Below is a list of significant points of service provided to the City:

- In 1986, Gilton began using fully automated collection containers and equipment in Riverbank making Riverbank one of the first cities to experience this technology.
- In 1995, Gilton instituted Riverbank's first curbside recycling program by supplying a second 90 gallon container for mixed recyclables.
- In 2005, to respond to the State mandate to further decrease the weight of materials going to disposal, Gilton converted the mixed recyclables container (with the approval of City Council) to collect green waste, paper, and cardboard. Citizens then had the option of putting their mixed recyclables in a "Blue Bag" and place in the black waste container. This program has increased the residential recycling rate from 10.3% to 36.6% and has produced hundreds of tons of compost.
- Gilton has worked closely with both Riverbank and Stanislaus County to deliver a portion of the City's waste to the Waste-to-Energy Facility allowing the City to receive 10% diversion credit for AB9 939. This also pays for County staff time to complete State mandated reports.
- Gilton continues to utilize other cost competitive and State permitted disposal facilities to keep the service rates low and stable.
- Gilton's staff continues to provide all necessary data and information to both the City and County staff related to compliance with AB 939 and has recently continued those efforts with the passage of AB 341 (mandatory Commercial Recycling Program).

- In 2013, Gilton picked up Riverbank resident's Christmas Trees at no cost to the residents or the City. This resulted in a savings of \$7,000.
- Gilton has annually provided at no cost to the City, all the containers, collection, disposal and recycling services to the Riverbank Cheese and Wine Festival since the event first began.

FISCAL IMPACT

There is no fiscal impact to the City of Riverbank. Waste collection and disposal fees are paid by the customers that receive service.

ATTACHMENTS

There are no attachments to this item.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject/ Title:	Resolution Authorizing a Study of the City of Riverbank At-Large Electoral System Pursuant to the California Voting Rights Act
From:	Tom Hallinan, City Attorney Douglas White, City Special Counsel

RECOMMENDATION

It is recommended that the City Council approve and adopt the attached Resolution, authorizing the City Manager to contract with a qualified consulting firm or company for the purpose of commissioning a study to evaluate the City of Riverbank's ("City") current at-large electoral system to determine whether this system has resulted in racially polarized voting in violation of the California Voting Rights Act and the Federal Voting Rights Act. The Resolution also allocates a budget of up to Twenty-Five Thousand Dollars (\$25,000) to conduct the necessary study.

SUMMARY

The City has received correspondence from the Latino Community Roundtable of Stanislaus County ("LCR") expressing concern that the City's current at-large electoral system may deprive Riverbank citizens of meaningful participation in the democratic process. The City seeks to fully investigate the issues raised by the LCR and take those steps the City deems appropriate to ensure the City is in full compliance with all state and federal voting laws. In order to determine whether the City's electoral system violates such laws the City must first commission an independent study of voting patterns and the demographic composition of voters in the City to determine whether racially polarized voting exists.

BACKGROUND

The California Voting Rights Act ("CVRA") as codified in Election Code section 14025 *et seq.* was passed in 2002 and provides a cause of action to members of any racial or ethnic group that can establish that its members' votes are diluted through the combination of racially polarized voting and an at-large election system. (*Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660.)

Similar to the CVRA, the Federal Voting Rights Act ("FVRA") creates liability for vote dilution. A violation of the FVRA is established if "the political processes leading to nomination or election in a State or political subdivision are not equally open to participation by members of a protected class...in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice. (42 U.S.C. § 1973(b).)

Any individual seeking to prove an at-large system violates the CVRA, must demonstrate that racially polarized voting patterns have resulted from such an electoral system. Election Code section 14028 provides that racially polarized voting can be determined by examining results of elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class. Courts have approved other statistically based methodologies to determine the existence of racially polarized voting.

Due to the statistical nature of evaluating voting patterns within a particular population segment, the City will need to conduct an evaluation of its present at-large electoral system in relation to the CVRA and an analysis of racially polarized voting and densities of ethnic subgroups within the City. There are specialized services available to local agencies through consulting firms or redistricting analysts that utilize applicable and court-approved methodologies for determining whether racially polarized voting exists within a particular jurisdiction based on recognized statistical data. Such analysis will not only provide the City with a clearer picture of voting patterns within the City, it will assist the City in determining whether a transition to a district electoral system is necessary or justified in order to avoid violations of the CVRA and FVRA.

FINANCIAL IMPACT

This Resolution allocates a budget of Twenty-Five Thousand Dollars (\$25,000) from the City's General Fund to conduct the study.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AUTHORIZING A STUDY OF THE CITY OF RIVERBANK AT-LARGE ELECTORAL SYSTEM PURSUANT TO THE CALIFORNIA VOTING RIGHTS ACT

WHEREAS, the California Voting Rights Act of 2001 (“CVRA”), codified at California Elections Code section 14025 *et seq.*, provides that an at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election; and

WHEREAS, the Federal Voting Rights Act (“FVRA”), codified at 42 U.S.C. section 1973 *et seq.*, prohibits racially polarized voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate; and

WHEREAS, the Riverbank City Council is comprised of members who are currently elected in “at-large” elections, elections in which each member of the council is elected by the registered voters of the entire City; and

WHEREAS, the City is dedicated to ensuring all City residents have equal access to the democratic process under the law; and

WHEREAS, the City seeks to conduct a detailed statistical analysis of its at-large electoral system in order to better evaluate whether a transition to a district election system is necessary to prevent potential violations of the CVRA and FVRA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby directs and authorizes the City Manager to contract with a consulting firm specializing in statistical analysis for the purpose of commissioning a study to evaluate the City’s current at-large electoral system and determine whether this system has resulted in racially polarized voting in violation of the CVRA and FVRA necessitating the need for a transition. The City Council further resolves and allocates Twenty-Five Thousand Dollars (\$25,000) to conduct this study.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of April, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject:	Strategic Plan Update
From:	Jill Anderson, City Manager

RECOMMENDATION

It is recommended that the City Council consider the presentation on the City's Strategic Plan and provide comment as it deems appropriate.

SUMMARY

On February 27, 2013, the City Council met with the management team to develop a strategic plan in order to focus resources toward the accomplishment of the City's key goals. The session included a SWOT analysis, which included a discussion of the City's strengths, weaknesses, opportunities, and threats. This information was used to craft a mission statement and establish strategic goals, which are set forth below.

Mission Statement

The City of Riverbank is committed to providing exceptional municipal services in a fiscally sound and professionally responsible manner for our community.

Three-Year Goals ***(Not in priority order)***

- Enhance Public Safety
- Improve and maintain infrastructure and facilities
- Enhance professionalism and customer service
- Achieve and maintain financial stability and sustainability
- Retain and attract businesses

For each goal, specific, measurable objectives have been established for the six-month planning period. This item has been scheduled to provide an overview of the specific objectives and provide an update on the progress being made toward accomplishing the goals. These reports will provide the City Council and staff an opportunity to monitor progress, as well as revise objectives and timelines as conditions warrant.

FINANCIAL IMPACT

There is no financial impact associated with the presentation of the Strategic Plan.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject:	Consideration and Approval of an Agreement with Churchwell White LLP for City Attorney Services
From:	Jill Anderson, City Manager

RECOMMENDATION

It is recommended that the City Council (1) Review and approve the proposed agreement for City Attorney services with Churchwell White LLP; and (2) Authorize the City Manager to execute the agreement.

BACKGROUND

The City has contracted with Tom Hallinan for City Attorney services since 1997. Mr. Hallinan has almost two decades of experience providing legal services to cities and special districts. Douglas White has served as special legal counsel to the City since 2007. Mr. White has provided advice and representation on transactional and litigation matters for the City that include the quarry litigation and most recently, the general plan update. Mr. White is the managing partner of the Churchwell White LLP law firm ("Firm"). The Firm contracts with Mr. Hallinan, an Of Counsel with Firm, to provide certain legal services to its client.

The Firm currently provides City Attorney services to the cities of Oakdale and Patterson. In each of these cities Tom Hallinan is designated by the Firm and appointed by City Council to act as the City Attorney. It is proposed that the City of Riverbank could benefit from the same arrangement to increase efficiency and streamline legal services. This arrangement could also provide City with additional legal resources.

ANALYSIS

The attached Agreement for Legal Services ("Agreement") is nearly identical to the Firm's agreement with the City of Patterson, which was independently reviewed by attorney Iris Yang of Best, Best, and Krieger, who has also provided legal services to the City of Riverbank on redevelopment matters. This Agreement would have Tom Hallinan continue to serve as City Attorney and would lower the per hour rate the City currently pays the Firm for legal advice on general municipal issues. To help the City

maintain a predictable legal budget, the Agreement also sets a maximum amount of non-reimbursed (meaning fees and costs not paid by a third party) legal services that must be paid per month at \$20,000, excluding costs. In the event such fees exceed \$20,000 in any month, the excess fees can be carried over to the next month at three percent (3%) interest. This provision anticipates that the City's needs for legal services may fluctuate every month and ensures that the City can spread the costs more evenly throughout the fiscal year if it desires to do so.

The Agreement provides detail on the basic legal services, specialized legal services, and cost recovery services to be performed for the City. Basic legal services will be billed at a flat rate of \$150 per hour, which is the current effective billing rate for such services. Specialized legal services will be billed at the then current public entity-billing rate for the specific attorney performing work for the City, along with any associated expenses. Cost recovery services will be billed at the private sector hourly billable rate of the individual performing the work. The Agreement includes a detailed listing of the individual attorneys and support staff, along with their billing rates for the different categories of work.

The Agreement allows Firm to make use of outside counsel as required. For instance, at certain times Firm may need to contract with attorneys to provide City with appropriate labor, employment or tax counsel. However, it is anticipated that most of City's legal needs will be met by Firm attorneys.

The Agreement also spells out details and requirements in the areas of cost reimbursements, invoices and statements, potential conflicts of interest, and professional liability insurance coverage. It makes clear that the attorneys at Firm, including Mr. Hallinan and Mr. White, will perform their duties as independent contractors and will not be City employees. The Agreement can also be terminated by the City or Churchwell White LLP upon sixty (60) days advance written notice to the non-terminating party.

FISCAL IMPACT

There is no direct fiscal impact with this action. The services of the City Attorney are paid from several different City funding sources depending on the nature of the specific work. Annual costs can vary widely depending on the extent to which the City Council and staff make use of the City Attorney's services and the volume of litigation in any given year.

ATTACHMENTS

1. Agreement

AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

THIS AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES ("Agreement") is made and entered into this first day of April, 2013 (the "Effective Date"), by and between the City of Riverbank, a municipal corporation of the State of California ("City"), and the law firm of Churchwell White LLP, a California limited liability partnership ("Firm"). City and Firm may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

Section 1. Appointment. City hereby retains Firm to provide all legal services required by City (including such other public agencies or entities selected or appointed by City), and Firm hereby agrees to perform such legal services. Thomas Hallinan, Of Counsel with Firm, is hereby appointed City Attorney for City.

Section 2. Legal Services. Legal Services under this Agreement shall include Basic Services, Specialized Services and Cost Recovery Services, detailed as follows:

Section 2.1. Basic Services. Basic Services include the following items:

- (a) Attendance at all meetings of the City Council (including regular, closed and special sessions) as needed.
- (b) Attendance at other public meetings involving City legal issues (i.e., Planning Commission) at the request of the City Council or City Manager.
- (c) Preparation or review of staff reports, resolutions, ordinances, agreements, notices, declarations, certificates, deeds, ordinary leases and other legal documents as required by City.
- (d) Consultation with City staff or City Councilmembers by phone, e-mail, or in person as needed, including the rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions.
- (e) Consultation with City staff and City Councilmembers regarding municipal code violations and code compliance issues.
- (f) Consultation with City management staff regarding personnel questions and issues that are not included in the Specialized City Attorney Services detailed in Section 2.2.
- (g) Office hours at City Hall.
- (h) Oversight of outside legal counsel services, if any.

Basic Services may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

Section 2.2. Specialized Services. Specialized Services include the following items:

- (a) Perform legal work pertaining to property acquisition and disposal, public improvements, utilities, rights of way and easements.
- (b) Prosecution of municipal code violations and formal administrative hearings and litigation regarding code compliance.
- (c) All litigation, including both defense of claims against City and pursuit of legal and judicial remedies to collect damages due to City.
- (d) Advice regarding specialized employment law issues, personnel disciplinary matters, attendance at Skelly hearings, as necessary, and Personnel Commission disciplinary hearings, as appropriate.
- (e) Construction disputes, such as pursuing performance bonds.
- (f) Advice regarding Affordable Housing issues, including by way of example housing financing transactions.
- (g) Advice regarding non-routine or specialized matters such as updates to the City's general plan, annexations, and Williamson Act issues.

Specialized Services and non-routine matters not specifically listed above may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

Section 2.3. Cost Recovery Services. Cost Recovery Services include the following items:

- (a) Matters paid for by City out of a special fund (rather than the General Fund) or reimbursed by a third party (i.e., developer reimbursable legal fees).
- (b) Matters that the City is authorized to impose and collect fees for the legal services rendered.

Cost Recovery Services may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

Section 3. Compensation.

Section 3.1. Compensation for Basic Services. Basic Services shall be billed at a flat rate of \$150 per hour for attorneys, \$100 per hour for paralegals, and \$35 per hour for legal assistants, which is Firm's effective billing rate for Basic Services for public clients. Firm will also charge and invoice City for all postage, photocopying and other administrative costs incurred to provide Basic Service to City. Firm may change the standard hourly billable rates for Basic Services from time to time upon thirty (30) days advance notice to City. Such changes shall be effective and not require any amendment to this Agreement.

Section 3.2. Compensation for Specialized Services. Specialized Services shall be billed to City at Firm's public client Specialized Services billing rates, along with any associated expenses (e.g., postage, copy charges, court fees). Firm's Specialized Services billing rates may be changed from time to time upon thirty (30) days advance notice to City. Such changes shall be effective without and not require any amendment to this Agreement. As of the date of this Agreement, Firm's Specialized Services hourly billing rate for attorneys, paralegals and legal staff is as follows:

Douglas L. White	\$250
Steven G. Churchwell	\$295
Barbara A. Brenner	\$250
Randy Pollack	\$250
Thomas P. Hallinan	\$250
Steven P. Belzer	\$295
S. Craig Hunter	\$295
Elisabeth White	\$215
Nubia Goldstein	\$205
Jamie Garrett	\$200
Paralegals	\$100
Legal Assistant	\$50

Section 3.3. Compensation for Cost Recovery Services. Cost Recovery Services shall be billed to City at Firm's public client Cost Recovery Services billing rates, along with any associated expenses (e.g., postage, copy charges, court fees). Firm's Cost Recovery Services billing rates may be changed from time to time upon thirty (30) days advance notice to City. Such changes shall be effective without and not require any amendment to this Agreement. As of the date of this Agreement, Firm's Cost Recovery Services hourly billing rate for attorneys, paralegals and legal staff is as follows:

Douglas L. White	\$350
Steven G. Churchwell	\$450
Barbara A. Brenner	\$350
Randy Pollack	\$350

Thomas P. Hallinan	\$350
Steven P. Belzer	\$450
S. Craig Hunter	\$450
Elisabeth White	\$285
Nubia Goldstein	\$265
Jamie Garrett	\$250
Paralegals	\$150
Legal Assistant	\$85

Section 3.4. Outside Counsel. If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, even with regard to services within the scope of the Basic Services listed above, Firm will charge and City agrees to pay the billing rates for those attorneys. Firm shall get the consent of the City Council or City Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to City.

Section 3.5. Monthly Payment Cap. Unless otherwise agreed, City is not required to pay Firm more than twenty thousand dollars (\$20,000) per month for Basic Services and Specialized Services (the "Monthly Payment Cap"). Basic Services and Specialized Services exceeding twenty thousand dollars (\$20,000) in any month shall be an outstanding balance owed to Firm and be paid by City to Firm during any month where Basic Services and Specialized Services rendered to City are less than twenty thousand dollars (\$20,000) per month. For instance, if City has a balance of fifteen thousand dollars (\$15,000) and Firm renders only ten thousand dollars (\$10,000) of Basic Services and Specialized Services to City in a month, City will pay Firm twenty thousand dollars (\$20,000) and City will continue to owe Firm five thousand dollar (\$5,000). Any outstanding balance owed pursuant to this Section shall be assessed interest at a rate of three percent (3%) per annum. City and Firm shall make reasonable arrangements to increase the Monthly Payment Cap if the outstanding balance for Basic Services and Specialized Services exceeds eighty thousand dollars (\$80,000) at any time.

Notwithstanding the preceding paragraph, the Monthly Payment Cap shall only apply to Basic Services and Specialized Services provided by Firm to City. The Monthly Payment Cap does not include reasonable costs, fees or expenses incurred by City, Cost Recovery Services or services provided by attorneys, experts or consultants that are not a part of Firm.

Section 3.5. Costs, Fees and Expenses. Firm shall not be entitled to compensation for travel between Firm's office and City for purposes of attendance at regularly scheduled City Council meetings or regularly scheduled staff meetings. Firm shall, however, receive reimbursement for mileage charges, at the then current federal Internal Revenue Services mileage rate, for such meeting related travel. Firm shall be entitled to receive compensation at its regular hourly rate for: (a) all other travel required pursuant to this Agreement (including attendance at special city council meetings, planning commission meetings, and staff meetings other than those regularly scheduled); and (b) travel undertaken to provide services to City when City has the ability to recover reimbursement for such compensation from third parties (e.g., Cost Recovery Services). When Firm is entitled to receive compensation for travel, it shall also, when applicable, be reimbursed by City for reasonable travel expenses, including mileage, meals and lodging.

Section 3.6. Statements and Invoices. Firm shall provide City with an itemized statement or invoice for fees, costs and expenses incurred on a periodic basis (generally monthly). All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing categories for specific matters and funding categories as City may direct. Reimbursable costs and fees will be separately itemized.

Payments shall be made by City to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days or receipt of the

statement or invoice. Except as otherwise set forth in Section 3.5 of this Agreement, payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum.

Section 4. Term and Termination. This Agreement shall continue until terminated by City or Firm upon thirty (30) days advance written notice to the non-terminating party. Upon termination Firm shall be entitled to and City shall immediately pay all amounts owed to Firm.

Section 5. Independent Contractor. The Firm shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of the law firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

Section 6. Conflicts. The Firm has no present or contemplated employment that is adverse to the City. The Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the City. However, the Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to City, and the Law Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in the Firm representation of two clients, if such conflict is only speculative or minor, the Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

Section 7. Professional Liability Coverage. During the term of this Agreement, the Firm shall at all times maintain insurance coverage for professional liability. Evidence of Insurance shall be provided to the City upon the City's request.

Section 8. Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material changes to the Agreement may be approved in writing by the City Manager and Firm and shall not require the approval of City Council.

Section 9. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 10. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 11. Venue. In the event any Party brings an action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Stanislaus or in the United States District Court for the Northern District of California.

Section 12. Notices.

Any written notice to Firm shall be sent to:

Churchwell White LLP
ATTN: Managing Partner
1201 K Street, Suite 710
Sacramento, California 95814

Any written notice to City shall be sent to:

City of Riverbank
ATTN: City Manager
6707 Third Street
Riverbank, California 95367

Section 13. Authorized Signatures. Each Party signing this Agreement warrants that he or she has the authority to execute this Agreement on behalf of the principal and that the Party will be bound by such signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution by the City.

CITY OF RIVERBANK

By: _____
Jill Anderson
City Manager

ATTEST:

By: _____
Annabelle Aguilar
City Clerk

CHURCHWELL WHITE LLP

By: _____
Douglas L. White
Managing Partner

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.6

SECTION 6: NEW BUSINESS

Meeting Date:	April 22, 2013
Subject/ Title:	(1) Authorize the Execution of a Public Benefit Grant Program Funding Agreement for the Purchase of Five Vehicles through the SJVAPCD Incentive Program, and (2) Authorize the Allocation of \$80,000 in Matching Funds from the Water & Gas Tax Reserve Account.
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director Kathleen Cleek, Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council authorize the execution of a Public Benefit Grant Program Funding Agreement between the San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) and the City of Riverbank for the purchase of five vehicles through the SJVAPCD Incentive Program. It is also recommended that the City Council authorize a budget amendment for the use of Water, Sewer, and Gas Tax funds as matching funds for the grant.

SUMMARY

In November 2011, the City of Riverbank submitted to SJVAPCD Five New Alternative fuel Vehicle Purchase Applications. Due to funding constraints through the grant program the City's applications were not approved until March of this year. At the time the applications were submitted the City was planning to use Congestion Mitigation Air Quality funds in the amount of \$100,000 as matching funds for the purchase of five (5) vehicles. The grant guidelines allow up to \$20,000 to be awarded per vehicle purchase. The \$100,000 would be used as the matching funds to cover the full cost of the five (5) vehicles, for a total cost of \$200,000. In May of 2012, a letter was sent from the U.S. Department of Transportation – Federal Highway Administration to the California Department of Transportation detailing changes to the use of CMAQ funds for alternative fuel vehicle purchases. Due to these changes and the ability to no longer use CMAQ funds for alternative vehicle purchase the departments are requesting that the Gas Tax, and Water funds be used as a match to purchase these vehicles. Due to continuing budget constraints at this time, it is recommended that only four (4) vehicles

be purchased at this time and that matching funds of \$80,000 be allocated towards their purchase.

The current vehicle inventory list for the City identifies the following vehicles in need of replacement:

- 1998 Ford One-Half Ton Truck with 110,000 Miles utilized by the Water Division.
- 2003 Chevy 2500 HD CNG vehicle with 63,500 miles. This vehicle is starting to have maintenance problems and may not pass smog in 2014. This vehicle is utilized by the Water Division.
- 2003 Chevy 2500 HD CNG vehicle with 52,015 miles. This vehicle is starting to have maintenance problems and may not pass smog in 2014.
- 2001 Ford One-Half Ton Truck CNG with 77,000 miles. This vehicle will need the tanks replaced in 2014. This vehicle is utilized by the Streets Division.

Staff is requesting that match funds from the Water and Gas Tax funds be allocated as follows:

Three Vehicles for the use in the Water Department:

\$60,000 Water Collection Enterprise Fund
Purchase of three (3) – CNG 2012 Ford F-250 Regular Cab XL trucks.

One Vehicle for use in the Streets Department:

\$20,000 Gas Tax
Purchase of one (1) – CNG 2012 Ford F-250 Regular Cab XL truck.

The purchase of these vehicles will reduce future maintenance, parts, and fuel costs.

Therefore, it is recommended that the City Council authorize the execution of a Public Benefit Grant Program Funding Agreement for the purchase of four vehicles through the SJVAPCD Incentive Program. It is also recommended that City Council authorize a budget amendment for the use of Water and Gas Tax funds as matching funds for the grant.

FINANCIAL IMPACT

Water Fund 114: \$60,000
Gas Tax Fund 102: \$20,000

ATTACHMENTS

1. Resolution
2. SJVAPCD Public Benefit Grant Program Funding Agreement

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE EXECUTION OF THE PUBLIC BENEFIT GRANT PROGRAM
FUNDING AGREEMENT AND AMENDING THE BUDGET FOR THE USE OF WATER
AND GAS TAX FUNDS AS MATCHING FUNDS**

WHEREAS, The City Council of the City of Riverbank authorizes the execution of a Public Benefit Grant Program Funding Agreement between San Joaquin Valley Unified Air Pollution Control District and the City of Riverbank; and,

WHEREAS, the City of Riverbank has proposed a project that meets the eligibility criteria of the Public Benefit Grant Program and has been approved by the District for funding; and,

WHEREAS, the City of Riverbank is willing and able to perform the activities set forth in the agreement; and,

WHEREAS, the City Council authorizes a budget Amendment for the use of Water and Gas Tax funds as matching funds for the grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the execution of the Public Benefit Grant Program Funding Agreement, and amending the budget for the use of Water and Gas Tax funds as matching funds for the grant.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of April, 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 Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: SJVUAPCD Agreement

CC Resolution No.

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANT PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2013, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and City of Riverbank (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fee and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grant Program and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform
2 the activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered
10 said vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits,
11 fees, and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are
14 not required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions
20 of this Agreement, the exhibits incorporated herein, and the documents referred to
21 and incorporated herein, such conflict shall be resolved by giving precedence in the
22 following order of priority:

23 1. To the text of this Agreement

24 2. Exhibits to this Agreement

25 **2. PERIOD OF PERFORMANCE/TIMETABLE**

26 Participant shall take delivery and place the new alternative fuel
27 vehicle(s) into service within **six (6) months** of the date of this Agreement and shall
28 operate the vehicle(s) according to the terms of this Agreement for no less than three

(3) years from the date in which the vehicle(s) is/are first placed into service. If the Participant cannot meet the project timetable to purchase the new alternative fuel vehicle(s), the Participant must notify the District in writing with reasonable justification. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed in a timely manner.

3. COMPENSATION

The total obligation of the District under this Agreement shall not exceed **One Hundred Thousand And 00/100 dollars (\$100,000.00)** for the purchase of the new alternative fuel vehicle(s) identified in Exhibit A.

Participant shall obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit A. In the event funding from other sources for the total cost of the project as outlined in Exhibit A is not received by Participant, District reserves the right to terminate or re-negotiate this Agreement.

A. Payments: Advance payments shall not be permitted. Within sixty (60) working days of receipt of a properly supported and verified Claim for Payment (CFP), the District shall issue payment to Participant. Payment is for reimbursement to the Participant for the purchase of the specified new alternative fuel vehicle(s) and funding shall only be allowed toward the purchase of the specific vehicle(s) described in Exhibit A. The District reserves the right to reduce the funding paid to the Participant if it is determined that the actual invoiced costs paid by the Participant for the purchase of the new vehicle(s) is/are less than the costs specified on the application. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that

1 complete payment has been made or invoiced. Participant understands that any
2 payment received to fund the vehicle(s) in this Agreement is/are subject to taxation
3 and the District will issue a form 1099 to the Participant.

4 **B. Surplus Funds:** Any compensation, which is not expended by
5 Participant pursuant to the terms and conditions of this Agreement by the project
6 completion date, shall automatically revert to District. Only expenditures incurred by
7 Participant in the direct performance of this Agreement will be reimbursed by District.

8 **C. Closeout Period:** Participant shall submit all final claims within
9 thirty (30) days of placing into service the new alternative fuel vehicle(s). No action
10 will be taken by District on claims submitted beyond the 30-day closeout period.

11 **4. NON-ALLOCATION OF FUNDS**

12 The terms of this Agreement are contingent on the approval and receipt
13 of funds by the appropriating government agency. Should sufficient funds not be
14 allocated, the services provided may be modified or this Agreement terminated at any
15 time by giving Participant thirty (30) days' prior written notice.

16 **5. ANNUAL REPORTING**

17 Participant shall submit annual reports on the vehicle(s) that include the
18 following information:

- 19 1. Participant contact information;
- 20 2. Proof of current California registration for the new alternative
21 fuel vehicle(s);
- 22 3. Annual miles traveled (including mileage/activity logs for
23 documentation);
- 24 4. Summary of maintenance performed;
- 25 5. Any other pertinent information requested by the District on a
26 form to be provided to the Participant by the District.

27 The first year annual report is due on the anniversary date of when the
28 new alternative fuel vehicle(s) were placed into service and for each ensuing year

thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by SJVAPCD personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the life of the project, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District

1 and State grant programs in the future.

2 In the event that the new alternative fuel vehicle(s) purchased under this
3 Agreement is/are in an accident, destroyed, stolen, or otherwise rendered
4 permanently inoperable, the Participant may replace the vehicle(s) at the Participant's
5 expense with an equivalent vehicle(s) that, at a minimum, meets all program
6 requirements, including emission level, GVWR, etcetera, to fulfill the remainder of
7 Participant's obligation under this Agreement. As this situation will require an
8 amendment to the existing Agreement, Participant must receive prior authorization
9 from the District in advance of any repairs and/or purchases, and must provide any
10 and all replacement vehicle information to the District. In such cases, additional
11 vehicle inspections by the District may be required.

12 **B. Without Cause:** Either party may terminate this Agreement at
13 any time upon giving the other party at least thirty (30) days' advance written notice of
14 intention to terminate.

15 **7. MODIFICATION**

16 Any matters of this Agreement may be modified from time to time by the written
17 consent of all the parties without in any way affecting the remainder.

18 **8. INDEPENDENT CONTRACTOR**

19 In performance of the work, duties, and obligations assumed by
20 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
21 mutually understood and agreed that Contractor, including any and all of Contractor's
22 officers, agents, and employees, will at all times be acting and performing as an
23 independent contractor and shall act in an independent capacity and not as an officer,
24 agent, servant, employee, joint venture, partner, or associate of District or ARB.
25 Furthermore, District shall have no right to control or supervise or direct the manner or
26 method by which Contractor shall perform its work and function. However, District
27 shall retain the right to administer this Agreement so as to verify that Contractor is
28 performing its obligations in accordance with the terms and conditions thereof.

1 Contractor and District shall comply with all applicable provisions of law and the rules
2 and regulations, if any, of governmental authorities having jurisdiction over matters the
3 subject thereof.

4 Because of its status as an independent contractor, Contractor shall
5 have absolutely no right to employment rights and benefits available to District
6 employees. Contractor shall be solely liable and responsible for providing to, or on
7 behalf of, itself all legally required employee benefits. In addition, Contractor shall be
8 solely responsible and save District harmless from all matters relating to payment of
9 Contractor's employees, including compliance with social security, withholding, and all
10 other regulations governing such matters. It is acknowledged that during the term of
11 this Agreement, Contractor may be providing services to others unrelated to District or
12 to this Agreement.

13 **9. NON-ASSIGNMENT**

14 Participant may not assign, sell, transfer, license, or subcontract any
15 rights or obligations to a third party without the express prior consent of the District. If
16 the original owner of the specified vehicle(s) chooses to sell the equipment for any
17 reason, or is required to replace the equipment with cleaner equipment prior to the
18 end of the Agreement term, the Participant shall notify the District and receive prior
19 written consent for the transaction from the District.

20 Prior to completing the transaction, the Participant understands that it is
21 their responsibility to inform the party purchasing the vehicle(s) of the Agreement
22 provisions and disclose the remaining Agreement term. The Participant shall be
23 responsible for establishing an Agreement between the new owner and District in
24 order to facilitate the transfer of the Agreement provisions and terms. The Participant
25 shall provide the prospective new owner with valid contact information for the District
26 so the new owner can assume legal responsibility under the original Agreement or
27 enter into a new Agreement with the District, for the remainder of the Agreement term.
28 Participant understands that they shall not be relieved of their legal obligation to fulfill

1 the conditions of this Agreement unless the new owner has assumed responsibility
2 through an executed Agreement with the District.

3 **10. INDEMNIFICATION**

4 Participant agrees to indemnify, save, hold harmless, and at District's
5 request, defend the District, its boards, committees, representatives, officers, agents,
6 and employees from and against any and all costs and expenses (including
7 reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and
8 losses (whether in contract, tort, or strict liability, including, but not limited to, personal
9 injury, death, and property damage) occurring or resulting to District which arises from
10 any negligent or wrongful acts or omissions of Participant, its officers, agents, sub
11 participants, or employees in their performance of this Agreement.

12 **11. INSURANCE AND VEHICLE WARRANTY**

13 Participant is responsible for securing warranty and maintaining
14 replacement value insurance on the new alternative fuel vehicle(s) for the life of this
15 Agreement. The new alternative fuel vehicle(s) purchased through this Agreement
16 must not be tampered with or modified in any such manner than would void the
17 vehicle warranty. Insurance coverage must be sufficient to repay the District's
18 investment in case major damage to the new alternative fuel vehicle(s) occurs during
19 the life of this Agreement. A copy of the vehicle's current insurance is required to be
20 submitted annually with the Participant's annual report.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual
23 basis, information regarding annual mileage, fuel usage, invoices, general
24 maintenance details, correspondence associated with the application, award,
25 agreement, monitoring, enforcement, and reporting requirements and any other
26 available information that may be deemed pertinent to the evaluation of the program
27 for at least two (2) years after the equipment project term or three (3) years after final
28 payment, whichever is later. Records shall be readily available and accessible to the

District, or District designated representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT	DISTRICT
Jill Anderson City Manager City of Riverbank 6707 Third Street Riverbank, CA 95367	Seyed Sadredin Executive Director/APCO San Joaquin Valley Unified APCD 1990 East Gettysburg Ave. Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this
10 Agreement shall have any direct or indirect personal financial interest in this
11 Agreement. Participant shall comply with all federal and state conflict of interest laws,
12 statutes, and regulations, which shall be applicable to all parties and beneficiaries
13 under this Agreement and any officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the
16 State of California. Venue for any action arising out of this Agreement shall only be in
17 Fresno County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this
21 Agreement, including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained
24 herein, shall be binding upon and inure to the benefit of the parties, including their
25 respective successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the
2 time schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive
10 ownership rights stated herein. Accordingly, Participant shall, if requested, surrender
11 to District all such data which is in its possession (including its sub participants or
12 agents), without any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or
25 entity shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant
6 and District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this
9 Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Agreement to be executed as of the day and year first hereinabove written.

3
4 PARTICIPANT

DISTRICT

5 City of Riverbank

San Joaquin Valley Unified Air
Pollution Control District

6
7 _____
8 Jill Anderson
City Manager

Skip Barwick
Governing Board Chair

9 **Recommended for approval:**
10 San Joaquin Valley Unified Air Pollution
11 Control District

12 _____
13 Seyed Sadredin
Executive Director/APCO

14 **Approved as to legal form:**
15 San Joaquin Valley Unified Air Pollution
16 Control District

17 _____
18 Catherine Redmond
District Counsel

19 **Approved as to accounting form:**
20 San Joaquin Valley Unified Air Pollution
21 Control District

22 _____
23 Cindi Hamm, C.P.A.
Director of Administrative Services

24 **For accounting use only:**

25 Program: _____

26 Account No.: _____

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley
 AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANT PROGRAM
**New Alternative Fuel Vehicle Purchase
 Application**

C-18205

Applicant Information

1. Organization (as it appears on Form W-9): <u>City of Riverbank</u>		
2. Tax ID: Taxpayer ID Number (TIN) <u>946000407</u>		
3. Address: <u>6707 Third Street</u>		
4. City: <u>Riverbank</u>	5. State: <u>CA</u>	6. ZIP Code: <u>95367</u>
7. Mailing Address (if different from above): <u>Same</u>		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicles in this application? ☒ No ☐ Yes - Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: <u>Kathleen</u>		2. Last Name: <u>Cleek</u>	
3. Title: <u>Sr. Mgmt. Analyst</u>		4. E-Mail: <u>Kcleek@riverbank.org</u>	
5. Phone Number: <u>(209) 863-7120</u>	6. Alternate Contact Number: <u>(209) 863-7155</u>	7. Fax Number: <u>() -</u>	

Contract Signing Authority

1. First Name: <u>Pamela Jill</u>		2. Last Name: <u>Carder Anderson</u>	
3. Title: <u>Interim City Manager</u>			

UPDATED

Date FEB 14 2013 gm - updated signing authority.

WORKING COPY

C-18205 City of Riverbank

UPDATED

Date MAR 01 2013 - Rec'd new quote.

EXHIBIT A

New Vehicle Activity Information

complete a separate form per vehicle type

1. Number of vehicles to be purchased: <u>3 4</u> Units # <u>1,2,3,4</u>		
2. Vehicle Type (please select one):		
Electric ☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) ☐ Transport/Utility Cart ☐ Scooter ☐ Bicycle ☐ Other (specify): _____	Hybrid ☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) ☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) ☐ Other (specify): _____	CNG, LNG, or LPG ☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) ☒ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) ☐ Transport/Utility Cart ☐ Other (specify): _____
3. Use within SJVAPCD boundaries: <u>100</u> %	4. Use within CA boundaries: <u>100</u> %	5. Estimated Annual Vehicle Usage (per vehicle): <u>15,000</u>
6. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): <u>Public Works maintenance vehicle</u>		

New Vehicle Information

1. Vehicle Make: <u>Ford</u>	2. Vehicle Model: <u>F-250</u>	3. Vehicle Model Year: <u>2012</u>
4. Vehicle GVWR: <u>10,000</u> lbs.	5. Engine Horsepower/Kilowatts: <u>6.2L</u>	
6. Fuel Type: ☐ Electric ☐ Hybrid ☒ CNG ☐ LNG ☐ LPG ☐ Other (specify): _____		
7. Manufacturer's estimated range per charge (electric vehicles only):		
8. Total Cost of each New Vehicle: \$41,219.28 <u>\$39,478.30</u>	9. Total Funding Requested from SJVAPCD (per vehicle): <u>\$20,000 or less</u>	
10. Is there existing charging/fueling infrastructure for the proposed vehicle? ☒ Yes ☐ No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:		
11. How do you intend to pay for the remaining balance of the project after the grant has been applied? ☐ Co-funding (please name source): _____ ☒ Other (please specify): <u>Congestion mitigation Air Quality Funds</u>		

New Vehicle Dealer Information

1. Vehicle Dealer Name: <u>Hanselet Ford Big Valley Ford</u>	
2. Contact / Salesperson Name: <u>Doug</u> <u>Darron Kendall Subke</u>	3. E-mail: <u>d.subke@bigvalleyford.com</u> <u>dkendall@hanseletauto.com</u>
4. Phone Number: <u>(209) 870-4473</u> <u>(707) 543-7346</u>	5. Fax Number: <u>(209) 870-4453</u> <u>(707) 573-9218</u>

UPDATED
Date MAR 04 2013

gm - Rec'd new quote (3/1/13) + app confirmed # of vehicles.

WORKING COPY



Units # 1, 2, 3, 4

Date Prepared: 02/27/2013
For: City of Riverbank
Requested by: Laura Graybill

2012 Ford F250 Regular Cab XL 4X2 with BAF CNG Conversion
has 23 useable Gallon in Bed Tank

Your Price.....\$34,642 plus Tax/\$88.75 Doc/Fee
6 yr. 100k premium care Warranty.....\$2,100

Total Out the Door FOB Riverbank.....\$39,478.30*

*12 to 16 weeks from date of order placed to delivery

Doug Subke
Big Valley Ford
Commercial Account Manager
209-870-4473 office
209-607-0685 cell
209-870-4453 fax
d.subke@bigvalleyford.com

WORKING COPY

'13 MAR 1 PM 4:11



3282 Auto Center Circle • Stockton, CA 95212-2836
Phone (209) 870-4400 • Fax (209) 870-4488 • www.bigvalleyonline.com

EXHIBIT A

FEB 27, 2013 DEAL REVIEW

Untitled

Units # 1,2,3,4
Store 01 FANDI01 PORT 5156 4770

BIG VALLEY FORD LINCOLN
BUYER:
STOCK #:

F&I MGR:

DEAL #:

TOTAL PRICE	34642.00	TOTAL TRADE	0.00	TRUTH IN LENDING
WARR PREMIUM	2100.00	TOTAL PAYOFF	0.00	-----
AFTMKT PREM	0.00	TOT NET TRADE	0.00	APR 0.00 %
TOTAL FEES	88.75	TOTAL CASH	0.00	AMT FINANCED 39478.30
TOTAL TAXES	2647.55	TOTAL REBATES	0.00	FINANCE CHARGE 0.00
GROSS PRICE	39478.30	TOTAL DOWN	0.00	TOTAL OF PYMTS 39478.30
TOTAL DOWN	0.00	DEAL DATE	02/27/2013	TOTAL DOWN 0.00
DEC LIFE PREM	0.00	1ST PYMT DATE	03/29/2013	DEF PYMT PRICE 39478.30
LEV LIFE PREM	0.00	LST PYMT DATE	03/29/2013	-----
A&H PREMIUM	0.00	TERM	1	DEFERRED PAYMENT
IUI PREMIUM	0.00	PAYMENT	39478.30	DUE
AMOUNT FIN	39478.30	IRREG PMTS		DUE
		FINAL PAYMENT	0.00	DUE

PRINTER OUTPUT (Y/N) N

FORD MOTOR CREDIT COMPANY

CNGP530

VEHICLE ORDER CONFIRMATION

02/18/13 18:44:59

==>

Dealer: F72402

2013 F-SERIES SD

Page: 1 of 1

Order No: 8000 Priority: C3 Ord FIN: QD776 Order Type: 5B Price Level: 335

Ord PEP: 600A Cust/Flt Name: RIVERBANK PO Number:

RETAIL

RETAIL

F2A	F250 4X2 SD R/C	\$29585		10000# GVWR PKG	
	137" WHEELBASE		422	CALIF EMISSIONS	NC
Z1	OXFORD WHITE			SPARE TIRE/WHL3	NC
1	CLTH 40/20/40	100	52B	BRAKE CONTROLLER	230
S	STEEL			12.5K TRLR HTCH	NC
600A	PREF EQUIP PKG			JACK	
	.XL TRIM		98F	GASEOUS BI-FUEL	315
	.TRAILER TOW PKG			SP DLR ACCT ADJ	
572	.AIR CONDITIONER	NC		SP FLT ACCT CR	
	.AM/FM STER/CLK			FUEL CHARGE	
996	.6.2L EFI V8 ENG	NC	B4A	NET INV FLT OPT	NC
44P	6-SPD AUTOMATIC	NC		DEST AND DELIV	995
TBK	.LT245 BSW AS 17			TOTAL BASE AND OPTIONS	31225
X37	3.73 REG AXLE	NC		TOTAL	31225
	JOB #1 BUILD			*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC077421

Units #1,2,3,4

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EXHIBIT A

Signature Form
Signing Authority to initial and sign in blue ink

Certifications

I have read the Eligibility Criteria and Application Guidelines and agree to ALL the following terms and conditions by initialing each of the following sections:

Initial ARC The new vehicle will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD, for at least three (3) years from the date the vehicle is placed into service.

Initial ARC The new vehicle will be used by cities, counties, special districts (i.e. water districts, irrigation districts, etc.) and public educational institutions (i.e. school districts, community colleges, state universities, etc.) located within geographic area of the SJVAPCD.

Initial ARC The vehicle is a new OEM electric, hybrid, or alternative fuel vehicle.

Initial ARC Fueling or charging infrastructure for the new vehicle(s) is readily accessible.

Initial ARC Any funding received including that from other sources combined with this grant will not exceed the full cost of the new vehicle(s).

Initial ARC Organization has disclosed any additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project.

Initial ARC Project match funding is reasonably available to complete the project according to the proposed timeframe.

Initial ARC Organization will not purchase or take delivery of the new vehicle(s) until receiving an executed Contract with the SJVAPCD.

Initial ARC SJVAPCD maintains the right to inspect the new vehicle at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Pamela Carde
Signing Authority Signature

11/8/11
Date

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VENDOR APPROVAL SUMMARY REPORT

Date: 3/28/2013
12:23:36PM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39420	102-418.000-707.111	22051	CUNNINGHAM & SONS INC	SIDEWALK IMPROVEMENTS		25,439.00
						25,439.00
39421	106-424.000-702.032	104248	DIVINE ELECTRIC	BUILDING MAINTENANCE		2,600.00
						2,600.00
39422	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL		837.80
39422	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL		150.00
						987.80
39423	114-000.000-200.171	105162	DURAN/GARRIO//	DEPOSIT REFUND		16.07
						16.07
39424	119-442.000-706.050	103284	FASTENAL COMPANY	SAFETY EQUIPMENT		44.37
39424	119-442.000-705.040	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		18.92
39424	119-442.000-705.040	103284	FASTENAL COMPANY	VEHICLE MAINTENANCE		52.07
39424	119-442.000-706.028	103284	FASTENAL COMPANY	SMALL TOOLS		120.71
						236.07
39425	139-462.000-702.053	13300	FEDEX	POSTAGE		23.64
						23.64
39426	102-418.000-703.062	102712	FINELINE STRIPING	STREET STRIPING		6,863.29
						6,863.29
39427	101-406.000-702.032	10028	GIULIANI & KULL, INC.	SENIOR APARTMENTS		520.00
						520.00
39428	106-424.000-702.030	100164	GRAINGER	EQUIPMENT MAINTENANCE		328.88
						328.88
39429	132-457.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		125.00
39429	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		43.77
39429	101-414.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		71.75
						240.52
39430	114-000.000-200.171	105163	GUADAGNALO/ROBERT//	DEPOSIT REFUND		29.84
						29.84
39431	197-439.000-704.021	104288	HETCH HETCHY WATER & P	UTILITIES - LRA		27,367.79

VENDOR APPROVAL SUMMARY REPORT

Date: 3/28/2013
12:23:36PM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						27,367.79
39432	101-407.000-706.029	100459	HILLYARD-SACRAMENTO	JANITORIAL SUPPLIES		565.91
						565.91
39433	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		658.90
						658.90
39434	114-000.000-200.171	105164	KISTNER JR./WILLIAM BERNA	DEPOSIT REFUND		9.58
						9.58
39435	111-430.000-707.024	99125	KLEINFELDER, INC.	BUILDING MAINTENANCE		368.40
						368.40
39436	114-000.000-200.170	105165	LIU/FENG//	OVERPAYMENT REFUND		9.84
						9.84
39437	114-000.000-200.171	104908	MCCABE/JOHN//	DEPOSIT REFUND		21.09
						21.09
39438	101-412.000-704.021	32627	MID	UTILITIES		256.79
39438	101-407.000-704.021	32627	MID	UTILITIES		411.96
39438	102-418.000-704.021	32627	MID	UTILITIES		53.65
39438	119-442.000-704.021	32627	MID	UTILITIES		2,299.57
39438	171-590.000-704.021	32627	MID	UTILITIES		28.23
39438	173-590.000-704.021	32627	MID	UTILITIES		181.12
39438	220-590.000-704.021	32627	MID	UTILITIES		3,689.44
39438	223-590.000-704.021	32627	MID	UTILITIES		36.48
39438	101-414.000-704.021	32627	MID	UTILITIES		632.59
39438	173-590.000-704.021	32627	MID	UTILITIES		24.12
39438	220-590.000-704.021	32627	MID	UTILITIES		29.64
39438	173-590.000-704.021	32627	MID	UTILITIES		80.20
						7,723.79
39439	118-000.000-675.220	105149	MODESTO LIONS CLUB	REFUND		200.00
						200.00
39440	114-000.000-200.171	105166	MOLINA JR./RODOLFO//	DEPOSIT REFUND		9.44
						9.44

VENDOR APPROVAL SUMMARY REPORT

Date: 3/28/2013
12:23:36PM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39441	114-000.000-200.171	105167	NGUYEN/HONGANH THI//	DEPOSIT REFUND		8.33
						<u>8.33</u>
39442	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		338.84
39442	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		10.51
39442	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		10.51
39442	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		10.51
39442	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		48.85
39442	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		72.36
39442	114-433.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		9,782.82
39442	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		254.97
39442	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES - LRA		3,091.83
39442	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8.12
						<u>13,629.32</u>
39443	114-000.000-200.171	105168	PAVING/HENSLEY//	DEPOSIT REFUND		20.95
39443	114-000.000-200.170	105168	PAVING/HENSLEY//	OVERPAYMENT REFUND		32.22
						<u>53.17</u>
39444	101-000.000-675.090	45073	PETTY CASH	WEIGHT LOSS CHALLENGE 2		200.00
						<u>200.00</u>
39445	114-000.000-200.170	104313	REALTY WORLD	OVERPAYMENT REFUND		60.00
						<u>60.00</u>
39446	114-000.000-200.171	104826	REUSCHER/LINDSEY//	DEPOSIT REFUND		29.62
						<u>29.62</u>
39447	101-405.000-706.036	05915	RIVERBANK CHAMBER OF CO	MEMBERSHIP DUES		100.00
						<u>100.00</u>
39448	118-000.000-200.150	100381	RIVERBANK HIGH SCHOOL A	DEPOSIT REFUND		700.00
						<u>700.00</u>
39449	101-401.000-706.037	105170	SNIDER AND ASSOCIATES	STRATEGIC PLANNING RETR		2,552.27
						<u>2,552.27</u>
39450	101-401.000-706.037	105169	SNIDER EDUCATION AND	STRATEGIC PLANNING RETR		530.00
39450	197-439.000-706.037	105169	SNIDER EDUCATION AND	STRATEGIC PLANNING RETR		770.00

VENDOR APPROVAL SUMMARY REPORT

Date: 3/28/2013
12:23:36PM

Page: 5

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						<u>1,300.00</u>
39451	101-408.000-706.066	80007	STANISLAUS CO. AUDITORS O	VERIFICATION FOR JUNE EL		166.64
						<u>166.64</u>
39452	119-442.000-706.040	102992	STANISLAUS COUNTY	PERMITS & LICENSES		970.00
						<u>970.00</u>
39453	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		1,049.40
						<u>1,049.40</u>
39454	197-439.000-706.029	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		68.84
39454	101-408.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		17.75
39454	101-401.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		16.99
39454	101-401.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		65.93
39454	101-403.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		25.91
39454	198-439.502-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		155.62
39454	198-439.502-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		290.58
39454	198-439.502-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		292.65
39454	213-597.042-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		85.29
						<u>1,019.56</u>
39455	106-424.000-706.029	104225	STRAND ACE HARDWARE IN	BUILDING MAINTENANCE		17.27
						<u>17.27</u>
39456	101-414.000-703.049	95028	SUNRISE ENVIRONMENTAL	CHEMICALS		363.70
						<u>363.70</u>
39457	201-000.000-200.086	104161	THE LINCOLN NATIONAL LI	LIFE INSURANCE		279.55
						<u>279.55</u>
39458	101-439.000-702.043	103004	THE PLANNING CENTER - DC	SPECIFIC PLAN & EIR		160.00
						<u>160.00</u>
39459	106-424.000-702.030	51151	TROMBETTA ELECTRICAL	EQUIPMENT MAINTENANCE		23.67
39459	101-407.000-706.029	51151	TROMBETTA ELECTRICAL	BUILDING MAINTENANCE		54.51
						<u>78.18</u>
39460	111-430.000-707.121	105101	VAUGHAN CONSTRUCTION	PAVING AT ORANGE AVE		7,296.00
39460	111-430.000-707.024	105101	VAUGHAN CONSTRUCTION	BUILDING MAINTENANCE		25,893.20

Page: 6

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VENDOR APPROVAL SUMMARY REPORT

Date: 4/4/2013
12:34:33PM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39464	101-401.000-706.037	104106	O'BRIEN/RICHARD//	TRAVEL ALLOWANCE		487.90
						487.90
39465	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		167.33
39465	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		167.33
39465	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		167.32
						501.98
39466	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						31.75
39467	114-000.000-200.170	105173	ALANIZ/MIRANDA//	OVERPAYMENT REFUND		274.01
						274.01
39468	102-418.000-703.062	105174	ALL AMERICAN TRAFFIC SU	STREET STRIPING		17,148.43
						17,148.43
39469	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		63.21
39469	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		63.20
39469	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.23
39469	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.23
39469	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.23
39469	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.22
39469	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.22
39469	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.98
39469	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.98
39469	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.98
39469	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.97
						361.45
39470	101-407.000-704.022	39025	AT&T	COMMUNICATIONS		419.19
						419.19
39471	114-000.000-200.170	104138	AZEVEDO/TRAVIS//	OVERPAYMENT REFUND		60.00
39471	114-000.000-200.170	104138	AZEVEDO/TRAVIS//	OVERPAYMENT REFUND		104.59
						164.59
39472	102-418.000-706.029	99250	BATTERY SYSTEMS	BUILDING MAINTENANCE		3,637.60

VENDOR APPROVAL SUMMARY REPORT

Date: 4/4/2013
12:34:33PM

Page: 2

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
						3,637.60
39473	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		2,983.26
						2,983.26
39474	114-000.000-200.170	105176	BB PROPERTIES LP	OVERPAYMENT REFUND		104.59
						104.59
39475	114-000.000-200.170	105175	BIGELOW/ANTHONY//	OVERPAYMENT REFUND		80.12
						80.12
39476	118-441.000-706.029	11123	BILLS SAFE & LOCK	BUILDING MAINTENANCE		70.81
39476	101-409.000-706.029	11123	BILLS SAFE & LOCK	BUILDING MAINTENANCE		140.99
						211.80
39477	118-441.000-706.079	104770	BURNS/DAVID//	LAUNDRY & CELL PHONE ST		70.00
						70.00
39478	114-000.000-200.170	71016	CALIFORNIA PACIFIC BROKE	OVERPAYMENT REFUND		188.92
						188.92
39479	114-000.000-200.170	105177	CENTRAL VALLEY PROP. MG	OVERPAYMENT REFUND		60.00
						60.00
39480	114-000.000-200.170	103173	CHAD COSTA REALTOR INC.	OVERPAYMENT REFUND		104.59
						104.59
39481	136-000.000-010.005	104422	CITY OF RIVERBANK	TRANSIT PAYMENT 1		8,555.57
39481	136-000.000-010.005	104422	CITY OF RIVERBANK	TRANSIT PAYMENT 2		100,400.54
						108,956.11
39482	191-000.000-010.010	11091	CITY OF RIVERBANK #2	TRANSFER CASH		250.00
						250.00
39483	114-000.000-200.170	105178	CLARK/DEWAYNE E.//	OVERPAYMENT REFUND		24.39
						24.39
39484	101-401.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		164.66
39484	101-402.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		90.38
39484	101-403.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		205.83
39484	101-405.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		10.91

VENDOR APPROVAL SUMMARY REPORT

Date: 4/4/2013
12:34:33PM

Page: 5

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39505	198-439.500-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES		19,239.90
						19,239.90
39506	114-000.000-200.170	105182	MARTINEZ/EDMUNDO//	OVERPAYMENT REFUND		43.94
						43.94
39507	101-402.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	101-403.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		957.60
39507	101-405.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		383.04
39507	101-407.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	101-408.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		766.08
39507	101-412.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		957.60
39507	101-413.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	101-414.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		766.08
39507	102-418.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		574.56
39507	106-423.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		383.04
39507	106-424.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		574.56
39507	114-433.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		957.60
39507	117-411.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	119-442.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	134-459.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		383.04
39507	198-439.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		574.56
39507	213-438.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		191.52
39507	101-406.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTIONS		383.04
						8,809.92
39508	114-000.000-200.170	105183	NICE/SCOTT//	OVERPAYMENT REFUND		114.90
						114.90
39509	114-000.000-200.170	105184	OZUNA/GERARDO G.//	OVERPAYMENT REFUND		59.96
						59.96
39510	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		4.56
39510	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		6.25
39510	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		11.25
39510	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		191.68

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
39510	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		150.88
						364.62
39511	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK		337.50
39511	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK		375.00
39511	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	PLAN CHECK		262.50
						975.00
39512	114-000.000-200.171	105185	PADILLA JR./JAVIER//	DEPOSIT REFUND		46.50
39512	114-000.000-200.170	105185	PADILLA JR./JAVIER//	OVERPAYMENT REFUND		13.50
						60.00
39513	114-000.000-200.170	105186	PETERS/SHANNON//	OVERPAYMENT REFUND		146.74
						146.74
39514	114-000.000-200.170	104313	REALTY WORLD	OVERPAYMENT REFUND		60.00
						60.00
39515	114-000.000-200.170	105187	REGALIA/JOY//	OVERPAYMENT REFUND		74.40
						74.40
39516	114-433.000-706.050	46820	SAFE T LITE	SAFETY EQUIPMENT		273.42
39516	114-433.000-706.050	46820	SAFE T LITE	SAFETY EQUIPMENT		332.42
39516	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		1,248.76
39516	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		22.17
						1,876.77
39517	197-439.000-706.029	104535	SAN JOAQUIN ENGINEERING	BUILDING MAINTENANCE		11,471.51
39517	197-439.000-706.029	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		6,061.57
39517	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		37,896.64
						55,429.72
39518	114-000.000-200.170	103553	SANTOS/LUIS//	OVERPAYMENT REFUND		72.11
						72.11
39519	114-000.000-200.170	103551	SISSON/DINEEN//	OVERPAYMENT REFUND		60.00
						60.00
39520	114-000.000-200.170	105188	SNYDER/CAROL//	OVERPAYMENT REFUND		12.94
						12.94

VENDOR APPROVAL SUMMARY REPORT

Date: 4/4/2013
12:34:33PM

Page: 7

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
39521	118-441.000-706.079	105189	SOARES/RALPH//	LAUNDRY & CELL PHONE ST		70.00
						70.00
39522	101-409.000-702.034	102745	STANISLAUS CO. SHERIFF'S D	VEHICLE MILEAGE FEB 2013		12,747.47
						12,747.47
39523	197-439.000-706.029	102992	STANISLAUS COUNTY	BUILDING MAINTENANCE		217.00
						217.00
39524	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	ADMINISTRATIVE FEE		344.70
						344.70
39525	106-424.000-702.030	95149	STANISLAUS IMPLEMENT	EQUIPMENT MAINTENANCE		56.07
						56.07
39526	102-418.000-706.029	95028	SUNRISE ENVIRONMENTAL	BUILDING MAINTENANCE		363.70
						363.70
39527	106-424.000-702.030	100120	TILBURY AUTO PARTS	EQUIPMENT MAINTENANCE		317.89
						317.89
39528	114-000.000-200.170	105190	TOMASOVITCH/JENNIFER L.	OVERPAYMENT REFUND		60.00
						60.00
39529	106-424.000-702.030	99833	USA BLUE BOOK	EQUIPMENT MAINTENANCE		86.42
						86.42
39530	114-000.000-200.170	105191	WARD/MARY//	OVERPAYMENT REFUND		14.07
						14.07
39531	156-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT DIS		506.56
39531	170-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT DIS		456.68
						963.24
CHECK RUN TOTAL						480,936.72

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39532	114-000.000-200.170	105196	29 SAC INCU LP	OVERPAYMENT REFUND		48.38
						48.38
39533	197-439.000-704.021	88025	A & A PORTABLES INC.	PORTABLE RESTROOM		49.76
						49.76
39534	198-439.502-702.032	95084	ADTECH	COMPUTER MAINTENANCE		187.50
						187.50
39535	118-441.000-706.026	101005	AMERIMARK DIRECT	RECREATIONAL SUPPLIES		262.20
						262.20
39536	101-402.000-706.037	104992	ANDERSON/JILL//	REIMBURSEMENT		621.69
						621.69
39537	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.51
39537	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		10.62
39537	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.45
39537	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.70
39537	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		15.96
						78.24
39538	114-000.000-200.171	104671	BABU/SUSAN//	DEPOSIT REFUND		60.00
						60.00
39539	101-411.000-702.034	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICES		30.00
39539	106-424.000-706.029	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICES		47.00
39539	101-407.000-702.032	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICES		272.00
						349.00
39540	101-401.000-706.033	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		21.94
39540	101-403.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		70.54
39540	101-405.000-702.034	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		70.76
39540	101-405.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		26.48
39540	101-405.000-706.036	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		1.11
39540	101-407.000-702.030	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		22.11
39540	101-407.000-706.029	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		14.40
39540	101-408.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		9.85

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
39540	101-408.000-706.042	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		3.61
39540	101-409.000-702.030	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		14.19
39540	101-412.000-706.029	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		19.17
39540	101-412.000-709.001	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		227.46
39540	101-414.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		5.22
39540	101-414.000-706.029	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		75.37
39540	106-423.000-706.050	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		37.86
39540	106-423.000-702.030	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		27.66
39540	106-423.000-702.032	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		1.91
39540	106-424.000-702.030	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		0.96
39540	106-424.000-706.050	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		37.86
39540	114-433.000-702.032	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		33.19
39540	114-433.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		10.97
39540	114-433.000-706.029	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		53.47
39540	114-433.000-706.050	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		63.10
39540	118-441.000-706.026	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		37.34
39540	119-442.000-705.040	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		109.74
39540	119-442.000-706.050	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		9.88
39540	125-448.000-702.032	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		153.11
39540	134-459.000-703.027	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		79.68
39540	134-459.000-706.023	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		24.70
39540	197-439.000-702.053	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		3.32
39540	197-439.000-706.029	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		36.50
39540	220-590.000-707.003	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		873.57
39540	106-423.000-703.025	01013	BOARD OF EQUALIZATION	2012 SALES & USE TAX		10.97
						2,188.00
39541	114-000.000-200.170	105192	CATHERDRAL SUN LLC	OVERPAYMENT REFUND		7.57
						7.57
39542	197-439.000-706.029	103160	CDFA 90361	WEIGHTMASTER RENEWAL		275.00
						275.00
39543	101-414.000-706.029	100877	CENTRAL SANITARY SUPPL	JANITORIAL SUPPLIES		122.05

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
39543	101-414.000-706.029	100877	CENTRAL SANITARY SUPPL	JANITORIAL SUPPLIES		315.47
39543	198-439.502-702.053	100877	CENTRAL SANITARY SUPPL	JANITORIAL SUPPLIES		150.68
						588.20
39544	119-442.000-705.041	104158	COMMERCIAL ENERGY	VEHICLE FUEL		851.45
						851.45
39545	114-000.000-200.170	105195	CROWNOVER/TIM//	OVERPAYMENT REFUND		59.30
						59.30
39546	106-423.000-706.038	104183	CWEA-SFBS	EDUCATION & TRAINING		100.00
						100.00
39547	119-442.000-705.041	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL		7,055.63
						7,055.63
39548	197-439.000-706.029	13010	FAR WEST	BUILDING MAINTENANCE		180.00
						180.00
39549	119-442.000-706.050	103284	FASTENAL COMPANY	SAFETY EQUIPMENT		9.36
						9.36
39550	102-418.000-703.062	102712	FINELINE STRIPING	STREET STRIPING		6,863.28
						6,863.28
39551	118-441.000-703.030	103578	GALLEGOS/AMY//	BALLET & TAP INSTRUCTOR		746.90
						746.90
39552	117-411.000-706.037	102587	GARCIA/MICHELE//	TRAVEL ALLOWANCE		18.00
						18.00
39553	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICES		12,155.48
						12,155.48
39554	197-439.000-704.021	17801	GILTON SOLID WASTE MGMT	BIN SERVICES - LRA		93.02
39554	118-441.000-706.029	17801	GILTON SOLID WASTE MGMT	BIN SERVICE		35.00
						128.02
39555	102-418.000-707.111	10028	GIULIANI & KULL, INC.	TERMINAL AVE ADA INTER		1,070.00
39555	101-457.000-702.032	10028	GIULIANI & KULL, INC.	PATTERSON RD CONCEPT PL		1,875.00
						2,945.00

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39556	101-401.000-702.032	95266	GOLDEN VALLEY AWARDS	PLAQUES		151.38
						151.38
39557	101-407.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		24.04
						24.04
39558	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		160.66
39558	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		49.50
39558	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		84.22
39558	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		146.74
39558	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		43.65
39558	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		188.48
39558	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		530.00
						1,203.25
39559	102-418.000-707.003	101236	HENNINGS BROS. DRILLING C	STORM DRAIN IMPROVEMEN		1,500.00
						1,500.00
39560	114-433.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		205.62
39560	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		60.97
39560	101-414.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		978.64
39560	101-407.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		183.99
39560	118-441.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		131.29
39560	101-414.000-703.050	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		7.61
						1,568.12
39561	118-000.000-672.005	105197	HUFFMAN/BETTY//	DEPOSIT REFUND		100.00
						100.00
39562	101-405.000-701.005	100354	HUGHES/PATRICIA//	PLANNING COMMISSION ME		100.00
						100.00
39563	114-000.000-200.170	104708	JACOBO/ERNESTO//	OVERPAYMENT REFUND		14.58
						14.58
39564	197-439.000-706.029	104710	KKI CORPORATION	BUILDING MAINTENANCE		652.50
						652.50
39565	101-401.000-703.025	99440	LIEBERT CASSIDY WHITMOR	LEGAL SERVICES		360.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
39565	101-401.000-703.025	99440	LIEBERT CASSIDY WHITMOR	LEGAL SERVICES		2,040.00
						2,400.00
39566	114-000.000-200.170	105049	MASON/GINA//	OVERPAYMENT REFUND		13.50
						13.50
39567	114-000.000-200.170	103937	MATEL PROPERTIES	OVERPAYMENT REFUND		33.74
						33.74
39568	114-000.000-200.170	50012	MATEL REALTORS	OVERPAYMENT REFUND		117.34
						117.34
39569	114-000.000-200.170	104711	MEIN/BRENDA//	OVERPAYMENT REFUND		2.90
						2.90
39570	106-424.000-704.021	32627	MID	UTILITIES		29,054.38
39570	220-590.000-704.021	32627	MID	UTILITIES		175.84
						29,230.22
39571	114-000.000-200.170	105193	MIRAMONTES/JOSE F.//	OVERPAYMENT REFUND		111.56
						111.56
39572	101-407.000-706.073	104633	MISSION UNIFORM SERVICE	CLEANING SERVICE		125.00
						125.00
39573	114-433.000-702.031	32615	MO - CAL	COPY COUNT - PW		80.84
39573	106-424.000-702.031	32615	MO - CAL	COPY COUNT - PW		80.84
39573	101-412.000-702.031	32615	MO - CAL	COPY COUNT - PW		80.83
						242.51
39574	101-405.000-706.023	32620	MODESTO BEE	ADVERTISEMENT		379.16
39574	134-459.000-706.023	32620	MODESTO BEE	ADVERTISEMENT		351.50
						730.66
39575	198-439.502-702.053	100871	MODESTO JANITORIAL	JANITORIAL SUPPLIES		452.42
						452.42
39576	119-442.000-706.026	95160	MODESTO STEEL	BUILDING MAINTENANCE		13.61
39576	101-414.000-706.029	95160	MODESTO STEEL	BUILDING MAINTENANCE		218.11
						231.72

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 6

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39577	101-401.000-706.037	104106	O'BRIEN/RICHARD//	REIMBURSEMENT		573.14
						573.14
39578	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		448.50
39578	119-442.000-706.028	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		98.97
39578	106-424.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		2.68
						550.15
39579	118-441.000-706.029	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE		214.93
39579	101-414.000-706.029	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE		45.70
						260.63
39580	134-459.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		70.13
39580	101-405.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		95.63
39580	153-479.000-702.053	99971	OAKDALE LEADER	ADVERTISEMENT		191.25
39580	153-479.000-702.053	99971	OAKDALE LEADER	ADVERTISEMENT		248.63
39580	101-405.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		350.63
39580	198-439.502-702.053	99971	OAKDALE LEADER	ADVERTISEMENT		204.00
39580	134-459.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		313.00
39580	106-423.000-703.023	99971	OAKDALE LEADER	ADVERTISEMENT		95.63
						1,568.90
39581	114-000.000-200.170	105079	OXFORD/MARIA//	OVERPAYMENT REFUND		29.29
						29.29
39582	101-403.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		27.21
39582	101-405.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		27.21
39582	101-408.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		27.20
39582	101-412.000-703.025	102955	PACIFIC STORAGE COMPAN	SHREDDING & STORAGE FEE		27.20
						108.82
39583	101-414.000-706.038	45073	PETTY CASH	PARKS & RECS		14.00
39583	118-441.000-702.032	45073	PETTY CASH	PARKS & RECS		33.32
39583	134-459.000-703.027	45073	PETTY CASH	PARKS & RECS		57.28
39583	197-439.000-706.037	45073	PETTY CASH	LRA		80.79
39583	198-439.502-702.032	45073	PETTY CASH	LRA		1.08

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 7

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						186.47
39584	118-000.000-672.005	104567	PULIDO/PATRICIA//	CANCELLATION		50.00
						50.00
39585	114-000.000-200.170	104551	QUINONEZ/JOHN//	OVERPAYMENT REFUND		105.95
						105.95
39586	101-414.000-706.029	95093	R & S ERECTION TRI COUNTY	BUILDING MAINTENANCE		554.78
						554.78
39587	114-433.000-702.030	48850	RESOURCE BUILDING MATER	EQUIPMENT MAINTENANCE		96.64
39587	101-413.000-706.029	48850	RESOURCE BUILDING MATER	BUILDING MAINTENANCE		60.83
						157.47
39588	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST - SUPPLIES		47.48
39588	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST - UTILITIES		399.54
						447.02
39589	114-000.000-200.170	104574	ROBERTS/RONI//	OVERPAYMENT REFUND		60.00
						60.00
39590	114-000.000-200.170	99162	ROCHA/ROCIO//	OVERPAYMENT REFUND		215.45
						215.45
39591	118-000.000-200.150	105198	RODRIGUEZ/GUADALUPE//	DEPOSIT REFUND		113.00
						113.00
39592	114-000.000-200.170	105194	ROJAS/MANUEL//	OVERPAYMENT REFUND		60.00
						60.00
39593	114-000.000-200.170	40111	ROSTYKUS/DOUG//	OVERPAYMENT REFUND		359.09
						359.09
39594	101-405.000-706.037	100913	SMALLEN/JANET//	TRAVEL ALLOWANCE		48.00
						48.00
39595	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		1,759.60
						1,759.60
39596	101-405.000-701.005	99163	STEWART/JOAN//	PLANNING COMMISSION		100.00
						100.00

VENDOR APPROVAL SUMMARY REPORT

Date: 4/11/2013
10:13:23AM

Page: 8

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
39597	114-000.000-200.170	04003	SWEET PROPERTIES	OVERPAYMENT REFUND		7.55
						7.55
39598	101-408.000-703.025	100557	TORRES-MANRIQUEZ/NORM	REIMBURSEMENT		96.85
39598	101-401.000-703.025	100557	TORRES-MANRIQUEZ/NORM	REIMBURSEMENT		416.74
						513.59
39599	102-418.000-706.026	103435	TRACTOR SUPPLY CREDIT P	SMALL TOOLS		97.30
						97.30
39600	101-405.000-701.005	103783	VILLAPUDUA/CARLOS//	PLANNING COMMISSION		100.00
						100.00
39601	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		166.78
39601	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		3.23
39601	213-597.041-702.053	57250	WARDEN'S	OFFICE SUPPLIES		73.69
39601	213-597.040-702.053	57250	WARDEN'S	OFFICE SUPPLIES		73.69
39601	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		60.90
						378.29
39602	101-414.000-703.025	99428	WEBB/KERRIE//	REIMBURSEMENT FOR SUPP		2.48
39602	134-459.000-703.027	99428	WEBB/KERRIE//	REIMBURSEMENT FOR SUPP		28.01
						30.49
39603	156-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT JAN - M		506.56
39603	170-555.000-706.062	33010	WILLDAN FINANCIAL SERVI	LOCAL IMPROVEMENT JAN - M		456.68
39603	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		577.24
39603	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		236.01
39603	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		186.65
39603	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		281.25
39603	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		224.19
39603	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		181.29
39603	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING		173.43
						2,823.30
CHECK RUN TOTAL						86,091.68

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1

SECTION 10: INFORMATIONAL ITEM

Meeting Date:	April 22, 2013
Subject/ Title:	Warrant Register for 03/28/2013, 04/04/2013, and 04/11/2013.
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 03/28/2013, 04/04/2013, and 04/11/2013.

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:

03/28/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
39407	Stanislaus Co. Clerk Recorders Office: Downtown EIR Filing	Overpass Fund 145	\$2,213.25
39420	Cunningham & Sons: Terminal ADA Sidewalk Improvements	Gas Tax Fund 102	\$25,439.00
39460	Vaughn Construction: Jackson Ave Sidewalk Improvements & Orange Ave. Overlay	LTF Fund 111	\$38,350.55

04/04/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
39464	Richard O'Brien: Travel Allowance for League of California Cities Annual Conference	General Fund 101	\$487.90
39481	City of Riverbank: Transfer of ROTA Transit Payments to the ROTA Checking Account	ROTA Fund 136	\$108,956.11

04/11/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
39536	Jill Anderson: League of California Cities City Manager's Conference Reimbursement	General Fund 101	\$621.69
39540	Board of Equalization: Annual Sales & Use Tax Reporting	Various Funds	\$2,188.00
39559	Hennings Bros. Drilling Co.: California Ave. Storm Drain Improvements	Gas Tax Fund 102	\$1,500.00
39577	Richard O'Brien: Reimbursement for League of California Cities Annual Conference	General Fund 101	\$573.14

FINANCIAL IMPACT:

Reductions in various funds for payment of expenses.

ATTACHMENTS: (List attachments in order of placement)

1. Warrant Registers: 03/28/2013, 04/04/2013, and 04/11/2013

**BUDGET ADVISORY COMMITTEE
RIVERBANK CITY HALL NORTH
COUNCIL CHAMBER
6707 THIRD STREET
RIVERBANK CA 95367-2305**

**MINUTES
WEDNESDAY, APRIL 3, 2013**

CALL TO ORDER: MEETING WAS CALLED TO ORDER AT 6:00 PM BY CHAIR DONNA KING.

ROLL CALL: Present: Committee Members Evelyn Halbert, Joan Stewart, Erick Winchester, Vice Chair Dan Roman and Chair Donna King.
Absent: Committee Member Suzanne Dean and Council Liaison Mayor Richard O'Brien.
1 Chair Currently Vacant

CONFLICT OF INTEREST

No conflicts declared. Chair King questioned whether her membership in the Kiwanis Club was considered a conflict. It was determined that it was not.

1. PUBLIC BUSINESS FROM THE FLOOR (No action can be taken.)

No comments from the public.

2. ACTION & DISCUSSION ITEMS

Item 2.1: Report of Posting. The agenda for the regular April 3, 2013 Budget Advisory Committee meeting was posted on the City bulletin board on March 29, 2013.

Motion to Approve Report of Posting was made by Committee Member Stewart and 2nd by Committee Member Winchester.

Vote: Ayes: 5 Nays: 0 Abstentions: 0

Item 2.2: Motion to Move Approval of the March 27, 2013 Meeting Minutes to the April 17, 2013 Meeting.

Motion to Approve Moving the March 27, 2013 Meeting Minutes to the April 17, 2013 Meeting was made by Committee Member Stewart and 2nd by Committee Member Winchester.

Vote: Ayes: 5 Nays: 0 Abstentions: 0

Item 2.3: FY 2013-2014 Departmental Budget Overview

Administrative Services
Police
Building Maintenance, Parks & Recreation

Chair King moved the Building Maintenance, Parks & Recreation Budget to the forefront of the discussion.

Sue Fitzpatrick, Director of Parks & Recreation presented the budgets for the Building Maintenance, Parks & Recreation Divisions.

Discussion ensued regarding the City's PERS Retirement, National Retirement, and Deferred Compensation Costs.

Discussion ensued regarding the purchase of the Museum Annex. The Committee requested additional information regarding:

- 1. Current costs associated with the Museum Annex (Insurance and Maintenance)**
- 2. Costs to Demolition the Building**
- 3. Ramifications of the Sale of the Building**

Discussion ensued regarding the CalPERS Retirement System. Committee Members requested information on a PERS buyout and returning to Social Security. City Manager Jill Anderson mentioned the City of Pacific Grove and their attempt to buyout of CalPERS.

Marisela Hernandez, Director of Finance advised the Committee that several of the information requests would require funds to acquire and therefore may be more suitable as a recommendation to the City Council and not information to be brought back to the Committee.

Committee was not able to review the Administrative Services and Police Services Budgets. Through consensus, the Committee agreed to move these budgets to the next meeting.

3. COMMENTS

Item 3.1:	Staff Comments.	No Comments.
Item 3.2:	Council Liaison Comments.	No Comments.
Item 3.3:	Committee Member Comments.	

Chair King announced that the next meeting was scheduled for April 17, 2013.

ADJOURNMENT: Chair King Adjourned the meeting at 7:37 PM.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.2

SECTION 10: INFORMATIONAL ITEMS

Meeting Date:	April 22, 2013
Subject/ Title:	Minutes from the Budget Advisory Committee Meeting held on 04/03/2013.
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/City Treasurer

RECOMMENDATION

It is recommended that the City Council review the minutes of the Budget Advisory Committee Meeting held on 04/03/2013, as an informational item.

ATTACHMENTS: (List attachments in order of placement)

1. BAC Minutes: 04/03/2013