



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



AGENDA

MONDAY, JANUARY 14, 2013 – 12:00 P.M.

CALL TO ORDER: Mayor Richard O'Brien

FLAG SALUTE: Mayor Richard O'Brien

INVOCATION: Riverbank Ministerial Association

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

CONFLICT OF INTEREST

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

1. PRESENTATIONS

Item 1.1: **Chevron Energy Solutions Presentation** – It is recommended that the City Council receive the presentation from Chevron Energy Solutions and provide comment.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the December 10, 2012, Regular City Council Meeting Minutes.

Item 3.B-1: Approval of the December 17, 2012, Special City Council Meeting Minutes.

Item 3.C: Approval of Warrant Registers for 12/06/2012 and 01/03/2013 and 11/23/2012 Credit Card Statement.

Item 3.D: **Resolution** Authorizing the Execution of Lessee Certificates for Two Copier Leases with US Bank - It is recommended that City Council approve a Resolution authorizing Marisela Hernandez, Director of Finance to execute Lessee Certificates with US Bank for two copier leases that are funded in the current budget.

Item 3.E: **Resolution** Appointing John Degele as a Planning Commissioner on an Interim Basis – It is recommended that City Council appoint John Degele as a Planning Commissioner on an interim basis until a formal selection process can be determined and completed, consistent with the action taken by the City Council on December 17 to appoint other members of the Planning Commission on an interim basis.

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: **Request Partial Funding for a Study Assessing the Oakdale Animal Control Shelter** - It is recommended that the City Council review the request and provide staff direction.

Item 6.2: **Engage LAFCo Staff to Perform a Municipal Services Review and Associated Reallocation of Funds** – It is recommended that City Council authorize the City Manager to engage LAFCo to perform a Municipal Services Review (MSR) with a cost of \$8,500. It is also recommended that City Council authorize the reallocation of \$1,800 currently budgeted for Planning Division - Memberships/Dues/Books to the Planning Division - Other Contract Services Account, which would then have a balance sufficient to fund the MSR project.

Item 6.3: **Annual Nomination and Appointment of the Vice Mayor** – It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor and the City Council, by motion for approval, make the appointment for a one-year term.

Item 6.4: **Appointments of Members of the City Council to External Boards and Committees and Internal Liaison Committee Seats for the Year 2013** – It is recommended that the City Council: 1) review the appointment list of intergovernmental boards and committees and the internal City liaison committee seats; 2) volunteer or recommend a member of the City Council to serve as the City Council representative; 3) ratify the appointments for the year 2013 by roll call vote.

Item 6.5: **Reconsider Proposed Appointment Options to Fill the Vacant Councilmember Seat** – It is recommended that the City Council reconsider the options previously presented and give direction to staff. The options to consider are: 1) to appoint the candidate that received the next highest number of votes in the 2012 General Municipal Election; or 2) to conduct a recruitment process and appoint an applicant; or 3) call for a special election.

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)

ADJOURNMENT

UPCOMING EVENTS:

Open until filled (2 vacancies)	▪ Budget Advisory Committee Vacancy: Interested in serving on the Committee, obtain an application at City Hall South, at www.riverbank.org, or contact Marisela Hernandez, Finance Director, at 863-7110.
January 14 (Monday)	▪ Ballet Folklorico – classes begin at the Community Center at 5:30 pm (Contact Parks & Recreation at 863-7150)
January 19 (Saturday)	▪ MOY/COY Banquet - Community Center at 6:00 pm (Contact Norma Torres-Manriquez at 863-7153)
Feb 12 & March 12	▪ LRA Community Advisory Committee meeting at the LRA offices at 6:00 pm

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 11th day of January, 2013
Annabelle Aguilar, CMC, Acting City Clerk

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

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

General Information: The Riverbank City Council meets in the Council Chambers on the 2nd and 4th Mondays of each month at 6:00 p.m.; and at 12:00 Noon for every first meeting of the month of each quarter (January, April, July, and October); unless otherwise noticed.

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

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

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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	January 14, 2013
Subject/ Title:	Chevron Energy Solutions Presentation
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council receive the presentation from Chevron Energy Solutions and provide comment.

SUMMARY

The City Manager, the Parks and Recreation Director, and the Director of Development Services recently met with Alex Stankoski and Liza Wood of Chevron Energy Solutions. The purpose of this meeting was to hear about programs Chevron has available that may assist the City of Riverbank in meeting a variety of its goals and objectives.

It was suggested that a presentation be provided to Council to share this information.

FINANCIAL IMPACT

There is no fiscal impact related to the report.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject/ Title:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, Acting City Clerk

RECOMMENDATION:

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

SUMMARY:

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

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject/ Title:	Approval of the December 10, 2012, Regular City Council Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, Acting City Clerk

RECOMMENDATION:

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

SUMMARY:

The Draft Minutes of the December 10, 2012, regular City Council meeting have been prepared for the City Council's review and approval.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENT:

1. December 10, 2012, Minutes



**CITY OF RIVERBANK
CITY COUNCIL
MINUTES**



MONDAY, DECEMBER 10, 2012

CALL TO ORDER:

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

FLAG SALUTE:

Mayor Virginia Madueño

INVOCATION:

Reverend Johnpeter Pragasm, Saint Frances of Rome Church

ROLL CALL:

Present:

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

1. PUBLIC COMMENTS (No Action Can Be Taken)

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

City Council agreed to hold public comments after Item 3.3.

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

Item 2.B: Approval of the November 26, 2012, City Council Minutes.

Item 2.C: Approval of Warrant Registers for 11/15/2012, 11/21/2012, and 11/30/2012 and 10/22/2012 Credit Card Statement.

Item 2.D: Adoption of **Resolution No. 2012-085** to Terminate the Riverbank-Oakdale Transit Authority (ROTA) Joint Powers Agreement to Implement Previous Actions.

ACTION: *By motion (Tucker / Nygard / passed 4-0) to approve Consent Calendar Items 2.A through 2.D as presented; motion carried by unanimous roll call vote.*

ABSTAIN: Councilmember White

3. NEW BUSINESS

Item 3.1: **Adoption of a Resolution Declaring the Official Results of the November 6, 2012, Consolidated General Municipal Election** - It is recommended that the City Council adopt the resolution declaring the results of the Consolidated General Municipal Election held on November 6, 2012, for the purpose of declaring elected the persons for whom the highest number of votes were cast for the office of Mayor and Councilmember (2 seats); each to serve a four-year term that expires December 2016.

ACTION: *By motion (Tucker / White / passed 5-0) to Adopt Resolution No. 2012-086 Declaring the Official Results of the November 6, 2012, Consolidated General Municipal Election as presented; motion carried by unanimous roll call vote.*

Item 3.2: **Recognition of Departing Members of the City Council** – It is recommended that City Council recognize Mayor Virginia Madueño and Councilmember Jesse James White.

A. Presentation by Mayor Madueño and Members of the City Council to outgoing Councilmember Jesse James White.

Mayor Madueño presented Councilmember White with a plaque for his service. Councilmember White made brief comments thanking everyone for supporting his recovery and for the opportunity to serve.

B. Presentation by Vice Mayor Nygard and Members of the City Council to outgoing Mayor Virginia Madueño.

Vice Mayor Nygard thanked Mayor Madueño for her service and presented her with a plaque. Mayor Madueño spoke in reference to her service, her experience running for office, and thanked her supporters.

- C. City Council comments and public comments may be made at this time.

Vice Mayor Nygard presided over the meeting and opened Item 1: Public Comment.

Public Comment:

Ramon Bermudez expressed his sadness for Mayor Madueño's departure and congratulated incoming Members of the Council.

Scott McRitchie congratulated the incoming Members of the Council and provided an update on the activities of Riverbank Cares and the communitywide food giveaway.

Phillip Avila, General Counsel for the City of Riverbank Housing Authority, thanked City Council for approving the agreement and Staff for their efforts in reaching a resolution.

Item 3.3: **Oath of Office Administered to the Newly Elected Members of the City Council.**

- A. Oath administered to Darlene Barber-Martinez and Jeanine Tucker, to initiate their four-year terms as Councilmembers of the City of Riverbank City Council.
- B. Oath administered to Richard O'Brien to initiate his four-year term as Mayor of the City of Riverbank.

Annabelle Aguilar, City Clerk, administered the Oath of Office to the incoming Councilmembers and Mayor.

- C. Newly elected Members of the Council take their place at the dais and the City Council may make comments at this time.

The newly elected Members of the Council took their seats at the dais, with Mayor O'Brien presiding and called for a roll call.

ROLL CALL OF NEW CITY COUNCIL

Present: Mayor Richard O'Brien
Vice Mayor Dotty Nygard
Councilmember Darlene Barber-Martinez
Councilmember Jeanine Tucker
Councilmember (vacancy-former Councilmember O'Brien took his seat as Mayor)

MAYOR O'BRIEN RECESSED THE MEETING AT 6:30 P.M. FOR FOOD AND REFRESHMENTS

MAYOR O'BRIEN RECONVENED THE CITY COUNCIL MEETING AT 6:55 P.M.

3. NEW BUSINESS CONTINUED

Item 3.4: **Consider Options to Fill the Vacancy of a Councilmember Seat** - It is recommended that City Council consider options and give direction to staff on the process to fill the vacant Councilmember seat that is created by the installation of Councilmember Richard O'Brien to the Mayoral seat. By consensus, the City Council can select one of the following options: 1) to appoint the candidate that received the next highest number of votes in the 2012 General Municipal Election; 2) to recruit, interview, and appoint an applicant; or 3) to call for a Special Election.

Annabelle Aguilar, City Clerk, presented the staff report.

City Council discussed the options; there was consensus to not have a special election. Mayor O'Brien and Councilmember Tucker were in favor of appointing the next highest vote getter from the 2012 General Municipal Election; Cal Campbell, or conducting a recruitment process with only the non-elected candidates. Vice Mayor Nygard and Councilmember Barber-Martinez spoke in favor of conducting a recruitment process for all eligible Riverbank residents; including the non-elected candidates.

Public Comment: *Several people spoke in favor of appointing the next highest vote getter and several people spoke in favor of appointing by conducting an open recruitment process of all residents.*

ACTION: *By motion (Tucker / O'Brien / failed 2-2) to appoint the next highest voter getter from the November 6, 2012 General Municipal election, Cal Campbell, to the vacant Councilmember seat as presented; motion failed by roll call vote.*

ACTION: *By motion (Nygard / Barber-Martinez / failed 2-2) to appoint by conducting an open recruitment of all residents to fill the vacant Councilmember seat as presented; motion failed by roll call vote.*

ACTION: *By motion (Tucker / O'Brien / failed 2-2) to appoint by conducting an open recruitment of only the non-elected candidates who ran for office on November 6, 2012 to fill the vacant Councilmember seat as presented; motion failed by roll call vote.*

Mayor O'Brien called for a Monday, December 17th, Special City Council meeting to reconsider this item; no one objected.

4. COMMENTS

Item 4.1: Staff Comments: (Information Only – No Action)p service.

J.D. Hightower, Director of Development Services, announced Gilton Waste Management's Christmas tree pick up service.

Marisela Hernandez, Director of Finance, announced two open seats on the Budget Advisory Committee and first meeting is scheduled for January to begin work on the 2013/2014 budget.

Sue Fitzpatrick, Director of Parks and Recreation, announced several scheduled activities.

Item 4.2: Council Comments: (Information Only – No Action)

Councilmember Barber-Martinez stated she looked forward to serving; she thanked her supporters, and wished everyone happy Holidays.

Vice Mayor Nygard congratulated the newly elected Members of Council, stating she looked forward to a strong future course of business, and wished everyone a blessed Holiday season.

Councilmember Tucker wished everyone happy Holidays and thanked City staff for their efforts and hard work.

Item 4.3: Mayor's Comments: (Information Only – No Action)

Mayor O'Brien congratulated the newly elected Council Members, requested to begin receiving Staff's bi-weekly report by January 7, and encouraged everyone to be safe and to not text while driving.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 7:40 p.m.

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject/ Title:	Approval of the December 17, 2012, Special City Council Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, Acting City Clerk

RECOMMENDATION:

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

SUMMARY:

The Draft Minutes of the December 17, 2012, Special City Council meeting have been prepared for the City Council's review and approval.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENT:

1. December 17, 2012, Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
MINUTES
MONDAY, DECEMBER 17, 2012**



CALL TO ORDER:

The City Council of the City of Riverbank met this date for a Study Session at 5:34 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor O'Brien presiding.

FLAG SALUTE: *Mayor Richard O'Brien*

A moment of silence was taken for the tragic incident at Newtown, Connecticut.

ROLL CALL:

Present: *Mayor Richard O'Brien*
 Vice Mayor Dotty Nygard
 Councilmember Darlene Barber-Martinez
 Councilmember Jeanine Tucker
 Councilmember (Vacant)

CONFLICT OF INTEREST

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

No one spoke.

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

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

No one spoke.

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

Recommendation: It is recommended that City Council approve the Consent Calendar.

ACTION: *By motion (Nygard / Tucker / passed 4-0) to approve Consent Calendar Items 2.A as presented; motion carried by unanimous roll call vote.*

3. BUSINESS ITEMS

Item 3.1: **Resolution Appointing Joan Stewart, Patricia Hughes, Max Melendez, and Carlos Villapudua as Planning Commissioners on an Interim Basis** – It is recommended that City Council appoint Joan Stewart, Patricia Hughes, Max Melendez and Carlos Villapudua as Planning Commissioners on an interim basis until a formal selection process can be determined and completed.

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

Public Comment: *Mr Charles Neal spoke against this item and Planning Commission issues.*

Staff discussed the approval of Max Melendez.

ACTION: *By motion (Nygard / Tucker / passed 4-0) to adopt Resolution No. 2012-087 appointing Joan Stewart, Patricia Hughes, Max Melendez, and Carlos Villapudua as Planning Commissioners on an Interim Basis [until a formal selection process can be determined and completed as presented]; motion carried by unanimous roll call vote.*

Item 3.2: **Reconsider Proposed Appointment Options to Fill the Vacant Councilmember Seat** – At the regular meeting of December 10, 2012, the City Council agreed that they did not want to call for a special election to fill the vacant Councilmember seat due to costs. Therefore, it is recommended that the City Council reconsider the other options previously presented and give direction to staff. The options to consider are: 1) to appoint the candidate that received the next highest number of

votes in the 2012 General Municipal Election; or 2) to conduct a recruitment process and appoint an applicant.

Jill Anderson, City Manager, opened the item for discussion.

Vice Mayor Nygard and Councilmember Barber-Martinez spoke in favor of appointment by conducting an open recruitment process of all eligible Riverbank residents; Councilmember Tucker and Mayor O'Brien spoke in favor of appointing the next highest vote getter, Cal Campbell.

Public Comment: Several people spoke in favor of appointing the next highest vote getter and several people spoke in favor of appointing by conducting an open recruitment process.

ACTION: By motion (Tucker / O'Brien / failed 2-2) to appoint the next highest vote getter from the November 6, 2012 General Municipal election, Cal Campbell, to the vacant Councilmember seat; motion failed by roll call vote.

ACTION: By motion (Nygard / Barber-Martinez / failed 2-2) to appoint by conducting an open recruitment of all residents to fill the vacant Councilmember seat; motion failed by roll call vote.

ACTION: By motion (Tucker / O'Brien / failed 2-2) to appoint by conducting an open recruitment of only the non-elected candidates of the November 6, 2012, election to fill the vacant Councilmember seat; motion failed by roll call vote.

4. COMMENTS

Item 4.1: Staff Comments: (Information Only – No Action)

Police Chief Bill Pooley spoke in regards to the successful Shop-with-a-Cop Christmas event for needy Children.

Jill Anderson, City Manager, stated that a letter of condolences and support for the community of Newtown, Connecticut, was prepared for City Council's signature in regards to the tragic event that occurred.

Item 4.2: Council Comments: (Information Only – No Action)

Vice Mayor Nygard, Councilmember Barber-Martinez, and Councilmember Tucker expressed their condolences to the community of Newtown Connecticut, and wished everyone a safe and happy Holidays.

Item 4.3: Mayor's Comments: (Information Only – No Action)

Mayor O'Brien spoke in regards to: 1) the Newtown tragedy and the heroic efforts of the school teachers, 2) his visit to all City departments and his observation of a great city staff; requesting that staff be funded for improvements needed so that they stop using their personal money, and 3) wishing everyone a blessed Christmas and looking forward to a new year.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 6:35 p.m.

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject/ Title:	Approval of Warrant Registers for 12/06/2012 and 01/03/2013 and 11/23/2012 Credit Card Statement.
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/City Treasurer

RECOMMENDATION:

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

SUMMARY:

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

12/06/2012 Warrant

Vendor	Funding Source	Amount
Big Valley Ford: Purchase of CNG Van for Building Maintenance – CMAQ Grant Funded	CMAQ Grant Fund 151	\$30,871.29
Branding Iron BBQ Service: Catering for Employee Christmas Luncheon	General Fund City Manager	\$925.00
Conco West: WWTP Vector Truck Dump Station	SW Sewer Fund 124	\$59,598.25
Fisher Group: Consulting Work RE: Employee Survey	General Fund City Manager	\$670.70
Garrett Thompson Construction: Sidewalk Repairs	Gas Tax	\$4,770.00
The Large Art Company: Two sculptures for Silva Park	Crossroads L&L Fund 220	\$11,845.00

01/03/2012 Warrant

Vendor	Funding Source	Amount
Equarius Waterworks: Annual Maintenance for Meter Reading Software	Water Fund	\$5,895.48
Leland High Sierra Snow Place: Teen/Youth Committee Trip	Teen Center Donations	\$640.00
US Bank Trust: 2005 Sewer Bond Debt Service	Sewer Bond Reserve	\$47,762.50
Winton, Ireland, Strom & Green: City Clerk Public Official Bond	General Fund	\$318.00

FINANCIAL IMPACT:

Reductions in various funds for payments of expenses.

ATTACHMENTS: (List attachments in order of placement)

1. Warrant Registers: 12/06/2012 and 01/03/2013
2. Credit Card Statements: 11/23/2012

VENDOR APPROVAL SUMMARY REPORT

Date: 12/6/2012

1:53:45PM

Page: 1

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38679	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		190.87
38679	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		190.86
38679	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		190.86
						572.59
38680	106-424.000-702.056	99445	SHABBIR A. KHAN	2012-2013 PROPERTY TAXES		1,121.72
						1,121.72
38681	224-439.000-702.053	102788	GORDON B. FORD	DLA PROP. TAX 1ST INSTALL		394.82
						394.82
38682	201-000.000-200.080	105083	SEECCHANGE HEALTH INSUR	HEALTH INSURANCE PREMI		30,156.00
						30,156.00
38683	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		300.00
38683	101-408.000-702.032	95084	ADTECH	SERVICE FOR NOVEMBER 20		2,600.00
38683	101-412.000-706.026	95084	ADTECH	COMPUTER MAINTENANCE		94.03
						2,994.03
38684	151-477.000-707.003	10000263	BIG VALLEY FORD	VEHICLE PURCHASE		30,871.29
						30,871.29
38685	101-402.000-706.015	91048	BRANDING IRON BBQ SERV	CATERING SERVICE 2012		925.00
						925.00
38686	124-450.000-707.002	104341	CONCO WEST INC	VACTOR DUMP STATION		59,598.25
						59,598.25
38687	101-401.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		137.05
38687	101-402.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		79.90
38687	101-403.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		224.44
38687	101-405.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		17.17
38687	101-406.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		24.36
38687	101-408.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		225.89
38687	101-409.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		0.51
38687	101-412.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		0.23
38687	101-403.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		0.13
						709.68

VENDOR APPROVAL SUMMARY REPORT

Date: 12/6/2012

1:53:45PM

Page: 2

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
38688	119-442.000-705.040	100558	DMV RENEWAL	REGISTRATION RENEWAL		10.00
						<u>10.00</u>
38689	119-442.000-705.041	100750	DONLEE PUMP COMPANY	MAINTENANCE		457.16
						<u>457.16</u>
38690	114-437.000-707.010	104765	EQUARIUS WATERWORKS	WATER METERS		4,461.79
						<u>4,461.79</u>
38691	106-424.000-702.032	13010	FAR WEST	WATER SAMPLES		1,393.00
38691	114-433.000-702.032	13010	FAR WEST	WATER SAMPLES		1,810.00
						<u>3,203.00</u>
38692	114-433.000-702.030	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE		13.97
38692	119-442.000-706.028	103284	FASTENAL COMPANY	TOOLS		60.12
						<u>74.09</u>
38693	101-402.000-702.032	105082	FISHER GROUP	CONSULTANT SERVICES		670.70
						<u>670.70</u>
38694	118-441.000-703.031	103578	GALLEGOS/AMY//	BALLET/TAP CLASS		33.60
						<u>33.60</u>
38695	102-418.000-706.029	104632	GARRETT THOMPSON CONS	BUILDING MAINTENANCE		4,770.00
						<u>4,770.00</u>
38696	101-000.000-200.160	17801	GILTON SOLID WASTE MGMT	REFUSE SERVICES		206,272.80
						<u>206,272.80</u>
38697	106-423.000-707.003	10028	GIULIANI & KULL, INC.	WWTP MONITORING WELLS		670.00
38697	124-450.000-707.002	10028	GIULIANI & KULL, INC.	ENGINEERING SERVICES		1,067.50
						<u>1,737.50</u>
38698	114-433.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		53.69
						<u>53.69</u>
38699	179-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		50.00
38699	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		1,975.00
38699	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		1,025.00
38699	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		675.00
38699	177-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		200.00

VENDOR APPROVAL SUMMARY REPORT

Date: 12/6/2012

1:53:45PM

Page: 3

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>Time:</u>	<u>AMOUNT</u>
38699	178-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		50.00
38699	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		50.00
38699	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		625.00
38699	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		11,083.00
38699	172-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		425.00
38699	171-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE L		300.00
38699	101-414.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE P		5,675.00
38699	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	CROSSROADS MAINTENANC		254.25
						22,387.25
38700	114-433.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		977.50
						977.50
38701	101-402.000-706.015	105084	LEMONS/KATIE//	REIMBURSE COUNCIL DECOR		119.92
						119.92
38702	114-433.000-706.038	105072	PADILLO/OSCAR//	EXAM & HANDBOOK FEES		116.99
						116.99
38703	101-409.000-709.001	45073	PETTY CASH	SHOP W/A COP		2,000.00
38703	101-402.000-706.015	45073	PETTY CASH	CHRISTMAS LUNCHEON 2012		425.00
38703	101-409.000-704.021	45073	PETTY CASH	CHRISTMAS LUNCHEON		300.00
38703	101-000.000-675.090	45073	PETTY CASH	CHRISTMAS LUNCHEON DON		100.00
38703	134-459.000-703.027	45073	PETTY CASH	PARKS & REC PETTY CASH		78.64
38703	118-441.000-702.032	45073	PETTY CASH	PARKS & REC PETTY CASH		10.00
38703	101-414.000-706.029	45073	PETTY CASH	PARKS & REC PETTY CASH		49.45
						2,963.09
38704	101-439.000-702.043	100652	PLANNING CENTER/THE//	PLANT SPECIFIC PLAN & EIR		2,880.13
						2,880.13
38705	102-418.000-702.032	104483	REVEL ENVIRONMENTAL	PROFESSIONAL SERVICES		424.13
						424.13
38706	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		36,415.47
						36,415.47
38707	101-409.000-702.034	99969	STANISLAUS COUNTY SHERI	VEHICLE MILEAGE		14,020.07

VENDOR APPROVAL SUMMARY REPORT

Date: 12/6/2012

1:53:45PM

Page: 4

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						14,020.07
38708	106-423.000-702.030	103237	STANISLAUS ELECTRIC MOT	BUILDING MAINTENANCE		241.79
						241.79
38709	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	ADMINISTRATIVE FEE		345.10
						345.10
38710	106-424.000-706.029	104225	STRAND ACE HARDWARE IN	BUILDING MAINTENANCE		-1.94
38710	106-424.000-706.029	104225	STRAND ACE HARDWARE IN	BUILDING MAINTENANCE		32.08
						30.14
38711	220-000.000-200.175	10000261	THE LARGE ART COMPANY	SCULPTURE		5,045.00
38711	220-590.000-707.003	10000261	THE LARGE ART COMPANY	KIDS IN TREE SCULPTURE		6,800.00
						11,845.00
38712	119-442.000-705.040	100120	TILBURY AUTO PARTS	VEHICLE MAINTENANCE		17.05
38712	106-424.000-702.030	100120	TILBURY AUTO PARTS	VEHICLE MAINTENANCE		198.52
38712	106-424.000-702.030	100120	TILBURY AUTO PARTS	VEHICLE MAINTENANCE		8.38
						223.95
38713	118-441.000-703.030	103393	TORRES/DAISY E.//	BALLET FOLKLORICO		647.50
						647.50
38714	102-418.000-702.032	101204	UNIVERSAL SYSTEMS AUTOM	SAFRENO PARK LIFT STATI		488.00
						488.00
38715	201-000.000-200.084	56390	VISION SERVICE PLAN	VISION PREMIUM		809.97
						809.97
38716	101-408.000-706.042	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		65.07
38716	125-448.000-703.025	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		11.71
38716	101-412.000-703.025	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		11.71
38716	101-403.000-703.025	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		11.70
38716	101-405.000-703.025	99195	ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES		11.70
						111.89
				CHECK RUN TOTAL		444,135.60

WARRNT REGISTER

1/3/2013

CHECK #	GL NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
38832	101-414.000-706.038	CASHIER - DPR	LICENSE RENEWAL	<u>120.00</u> 120.00
38833	118-441.000-706.079	DAVID BURNS	LAUNDRY & CELL PH	<u>70.00</u> 70.00
38834	101-406.000-704.022	AT&T MOBILITY	COMMUNICATIONS	133.29
38834	106-423.000-704.022	AT&T MOBILITY	COMMUNICATIONS	102.61
38834	114-433.000-704.022	AT&T MOBILITY	COMMUNICATIONS	48.82
38834	101-414.000-704.022	AT&T MOBILITY	COMMUNICATIONS	24.41
38834	106-424.000-704.022	AT&T MOBILITY	COMMUNICATIONS	30.71
38834	117-411.000-704.022	AT&T MOBILITY	COMMUNICATIONS	30.71
38834	119-442.000-704.022	AT&T MOBILITY	COMMUNICATIONS	<u>30.71</u> 401.26
38835	101-407.000-704.022	AT&T-CALNET 2	COMMUNICATION	76.60
38835	101-409.000-704.022	AT&T-CALNET 2	COMMUNICATION	<u>21.09</u> 97.69
38836	101-407.000-704.022	BAY ALARM COMPANY	ALARM SERVICE	<u>900.35</u> 900.35
38837	118-441.000-706.079	DAVID BURNS	LAUNDRY & CELL PH	<u>70.00</u> 70.00
38838	101-407.000-706.029	CAR AUDIO DEPOT	BUILDING MAINTENANCE	<u>590.59</u> 590.59
38839	101-414.000-706-.029	CHOICE LIGHTING SUPPLY	BUILDING MAINTENANCE	<u>210.40</u> 210.40
38840	136-000.000-010.005	CITY OF RIVERBANK	RECONCILIATION OF	<u>30.00</u> 30.00
38841	101-407.000-704.021	CITY OF RIVERBANK	UTILITIES	202.53
38841	220-590.000-704.021	CITY OF RIVERBANK	UTILITIES	551.49
38841	118-441.000-704.021	CITY OF RIVERBANK	UTILITIES	43.16

WARRNT REGISTER

1/3/2013

38841	101-413.000-704.021	CITY F RIVERBANK V UTILITIES	48.50
38841	101-414.000-704.021	CITY F RIVERBANK V UTILITIES	719.05
38841	175-590.000-704.021	CITY F RIVERBANK V UTILITIES	94.54
			<u>1,659.27</u>
38842	119-442.000-705.41	COMMERCIAL ENER(VEHICLE FUEL	941.33
			<u>941.33</u>
38843	106-423.000-706.038	CWEA REGISTRATION	140.00
			<u>140.00</u>
38844	101-403.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	195.20
38844	101-405.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	3.52
38844	101-406.000-703.025	DE LAGE LANDEN FII COPIER LEASE - JAN :	67.77
38844	101-408.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	386.79
38844	101-412.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	0.05
38844	101-403.000-703.025	DE LAGE LANDEN FII COPIER LEASE - JAN :	0.10
38844	134-459.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	0.10
38844	197-439.000-702.053	DE LAGE LANDEN FII COPIER LEASE - JAN :	0.05
38844	101-401.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	44.82
38844	101-402.000-702.031	DE LAGE LANDEN FII COPIER LEASE - JAN :	11.28
			<u>709.68</u>
38845	118-441.000-703.031	ZORAN DJURISIC FENCING INSTRUCTC	504.00
			<u>504.00</u>
38846	118-441.000-706.079	NEWTON DORRETT LAUNDRY & CELL PF	70.00
			<u>70.00</u>
38847	114-433.000-702.032	EQUARIUS WATERW(ANNUAL RENEWAL	5,895.48
			<u>5,895.48</u>
38848	119-442.000-705.040	FASTENAL COMPAN(VEHICLE MAINTENA	28.64
			<u>28.64</u>
38849	114-433.000-702.032	FEDEX POSTAGE	61.31
			<u>61.31</u>

WARRNT REGISTER

1/3/2013

38850	101-414.000-703.025	FEDEX OFFICE	OFFICE EXPENSE	<u>37.57</u> 37.57
38851	101-413.000-702.030	GEORGE REED, INC.	BUILDING MAINTEN	685.07
38851	101-413.000-702.030	GEORGE REED, INC.	BUILDING MAINTEN	<u>65.85</u> 750.92
38852	101-000.000-200.160	GILTON SOLID WASTE MGMT.	REFUSE SE	<u>43,141.48</u> 43,141.48
38853	101-414.000-702.032	GROVER LANDSCAPE	LANDSCAPE MAINTEN	5,675.00
38853	179-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	50.00
38853	175-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	2,650.00
38853	173-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	1,075.00
38853	177-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	200.00
38853	178-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	50.00
38853	101-413.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	625.00
38853	220-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	11,083.00
38853	172-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	425.00
38853	171-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	300.00
38853	175-590.000-706.029	GROVER LANDSCAPE	LANDSCAPE MAINTEN	<u>2,250.00</u> 24,383.00
38854	101-412.000-706.029	HOME DEPOT CREDIT	BUILDING MAINTEN	<u>114.13</u> 114.13
38855	196-496.000-707.003	LELAND HIGH SIERR	EQUIPMENT MAINTEN	<u>640.00</u> 640.00
38856	173-590.000-704.021	MID	UTILITIES	<u>80.90</u> 80.90
38857	101-403.000-702.032	MUNISERVICES, LLC	SALES & USE TAX EN	<u>19.25</u> 19.25
38858	101-407.000-702.032	NORQUIST	EQUIPMENT MAINTEN	<u>1,285.00</u> 1,285.00
38859	102-418.000-704.021	PACIFIC GAS & ELEC	UTILITIES	1.81

WARRNT REGISTER

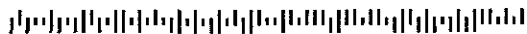
1/3/2013

38859	101-407.000-704.21	PACIFIC GAS & ELEC UTILITIES	11.92
38859	118-441.000-704.021	PACIFIC GAS & ELEC UTILITIES	19.17
38859	101-409.000-704.021	PACIFIC GAS & ELEC UTILITIES	130.10
38859	119-442.000-704.021	PACIFIC GAS & ELEC UTILITIES	24.02
			<u>187.02</u>
38860	197-439.000-702.063	SAN JOAQUIN ENGIN MONTHLY MANAGEM	33,431.82
38860	197-439.000-706.029	SAN JOAQUIN ENGIN MONTHLY MANAGEM	1,156.16
			<u>34,587.98</u>
38861	101-412.000-706.029	STAPLES CREDIT PLA OFFICE SUPPLIES	51.52
38861	134-459.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	58.32
38861	117-411.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	9.12
38861	101-403.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	10.73
38861	101-412.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	72.59
38861	101-406.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	56.08
38861	101-405.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	45.41
38861	101-412.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	96.63
38861	198-439.000-702.053	STAPLES CREDIT PLA OFFICE SUPPLIES	166.89
38861	101-402.000-703.025	STAPLES CREDIT PLA OFFICE SUPPLIES	42.71
38861	101-401.000-706.037	STAPLES CREDIT PLA OFFICE SUPPLIES	23.60
38861	198-439.000-702.053	STAPLES CREDIT PLA OFFICE SUPPLIES	7.51
			<u>641.11</u>
38862	101-407.000-706.029	STILES TRUCK BODY BUILDING MAINTEN	1,321.79
			<u>1,321.79</u>
38863	101-414.000-706.073	T'S & TOPS EMBROIDERY	16.05
			<u>16.05</u>
38864	101-401.000-709.001	NORMA TORRES-MAI REIMBURSEMENT	59.69
38864	101-402.000-702.040	NORMA TORRES-MAI REIMBURSEMENT	1,085.34
			<u>1,145.03</u>

		WARRNT REGISTER		1/3/2013
38865	107-000.000-010.008	US BANK TRUST	REFUNDING REVENU	47,762.50
				<u>47,762.50</u>
38866	201-000.000-200.084	VISION SERVICE PLA	VISION PREMIUM	809.97
				<u>809.97</u>
38867	101-408.000-706.035	WINTON, IRELAND, S BOND - ANNABELLE		318.00
				<u>318.00</u>
		CHECK RUN TOTAL		<u><u>169,741.70</u></u>



P.O. BOX 6343
FARGO ND 58125-6343



000002839 1 MB 0.404 106481885233253 P

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

ACCOUNT NUMBER 0054
STATEMENT DATE 11-23-2012
AMOUNT DUE \$9,009.20
NEW BALANCE \$9,009.20
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$ 6,319.09

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

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

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CITY OF RIVERBANK	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$5,782.44	\$6,319.09	\$0.00	\$0.00	\$0.00	\$0.00	\$3,092.33	\$9,009.20

CORPORATE ACCOUNT ACTIVITY

CITY OF RIVERBANK

TOTAL CORPORATE ACTIVITY
\$3,092.33 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-29	10-29	74798262303000000000076	PAYMENT - THANK YOU 00000 C	3,092.33 PY

NEW ACTIVITY

JEFFREY D HIGHTOWER CREDITS \$0.00 PURCHASES \$2,606.31 CASH ADV \$0.00 TOTAL ACTIVITY \$2,606.31 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-23	10-22	24412952296002809838702	FRED PRYOR CAREERTRACK 800-556-3012 KS	499.00
10-25	10-24	24765012299206000006398	MMANC 855-737-2687 CA	65.00
10-29	10-27	24692162301000660551968	CLEAR 888-253-2794 WA	44.38
10-29	10-28	24692162302000944067525	CLEAR 888-253-2794 WA	45.00
11-12	11-10	24164072316105093707914	STAPLS9233628075000 800-3333330 CA	25.74
11-12	11-09	24492152315849786525737	PAYPAL *CVTSOLUTION 402-935-7733 CA	302.32

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

-0054

ACCOUNT SUMMARY

PREVIOUS BALANCE	5,782.44
PURCHASES & OTHER CHARGES	6,319.09
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	3,092.33
ACCOUNT BALANCE	9,009.20

STATEMENT DATE

11/23/12

DISPUTED AMOUNT

.00

AMOUNT DUE

9,009.20

SEND BILLING INQUIRIES TO:

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



Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-23	11-21	24506012326980016536785	DALMATIAN FIRE EQUIPMENT. 800-436-6450 CO	1,624.87

SUE FITZPATRICK	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-4280	\$0.00	\$1,351.27	\$0.00	\$1,351.27

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-29	10-25	24445002300100261398725	PARTY CITY #624 MODESTO CA	107.36
10-29	10-26	24445002301200073474109	HOBBY LOBBY #475 MODESTO CA	20.37
11-02	10-31	24223692306516605503029	CALIFORNIA PARK & RECR 916-655-2777 CA	359.00
11-02	10-31	24223692306516605503037	CALIFORNIA PARK & RECR 916-655-2777 CA	359.00
11-05	11-02	24164072308105130866699	STAPLES 00114017 RIVERBANK CA	129.35
11-05	11-04	24765012310206000000057	PIZZA PLUS RIVERBANK CA	36.83
11-06	11-05	24399002310295070554619	BEST BUY 00015099 RIVERBANK CA	139.55
11-16	11-14	24445002320100249187238	BARNES & NOBLE #2805 MODESTO CA	118.97
11-19	11-15	24789302321321039219703	ORIENTAL TRADING CO 800-2280475 NE	63.24
11-21	11-19	24445002325100259101900	CVS PHARMACY #3079 RIVERBANK CA	17.66

MADISE A HERNANDEZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-4298	\$0.00	\$220.00	\$0.00	\$220.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-19	11-16	24301372321118000150392	CALIFORNIA SOCIETY OF MUN 916-2312137 CA	110.00
11-19	11-16	24301372323118000150408	CALIFORNIA SOCIETY OF MUN 916-2312137 CA	110.00

TRACIE J ANDERSON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY ✓
-6343	\$0.00	\$1,847.84	\$0.00	\$1,847.84

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-25	10-24	24210732299207780900200	ICMA INTERNET 202-962-3547 DC	1,140.00
10-29	10-26	24755422301133018183366	LEAGUE OF CALIFORNIA CITI 916-6588200 CA	625.00
11-20	11-19	24692162324000625200100	AMAZON.COM AMZN.COM/BILL WA	82.84

DEBORAH OLSON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-5712	\$0.00	\$293.67	\$0.00	\$293.67 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-08	11-06	24789302312312236839006	ADC 202-8225256 DC	200.00
11-15	11-13	24427332319710023156005	SAVE MART #105 RIVE RIVERBANK CA	66.29
11-16	11-15	24492152320849103674419	ACCUCONFERENCE 800-977-4607 NV	27.38



Company Name: CITY OF RIVERBANK		
Corporate Account Number:		0054
Statement Date: 11-23-2012		

Department: 00000 Total:	\$6,319.09
Division: 00000 Total:	\$6,319.09



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

CITY OF RIVERBANK

ACCOUNT NUMBER -4280
STATEMENT DATE 11-23-12
TOTAL ACTIVITY \$ 1,351.27

000016500 1 AT 0.374 106481885331685 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

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

Cardholder Sue Fitzpatrick Date 11-30-12 Approver W. Hernandez Date 12/13/12

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
10-29	10-25	PARTY CITY #624 MODESTO CA PUR ID: TAX: 0.00	24445002300100261398725	5999	107.36
10-29	10-26	HOBBY LOBBY #475 MODESTO CA PUR ID: TAX: 0.00	24445002301200073474109	5945	20.37
11-02	10-31	CALIFORNIA PARK & RECR 916-655-2777 CA PUR ID: VRCA7C17881C TAX: 0.00	24223692306516605503029	7996	359.00
11-02	10-31	CALIFORNIA PARK & RECR 916-655-2777 CA PUR ID: VXHAA1A06856 TAX: 0.00	24223692306516605503037	7996	359.00
11-05	11-02	STAPLES 00114017 RIVERBANK CA PUR ID: 000121339 TAX: 8.88	24164072308105130866699	5943	129.35
11-05	11-04	PIZZA PLUS RIVERBANK CA PUR ID: TAX: 0.00	24765012310206000000057	5812	36.83
11-06	11-05	BEST BUY 00015099 RIVERBANK CA PUR ID: TAX: 9.58	24399002310295070554619	5732	139.55
11-16	11-14	BARNES & NOBLE #2805 MODESTO CA PUR ID: TAX: 8.17	24445002320100249187238	5942	118.97
11-19	11-15	ORIENTAL TRADING CO 800-2280475 NE PUR ID: 65430331801 TAX: 0.00	24789302321321039219703	5964	63.24
			Handwritten Totals: Hayride Supplies #118.441.706.026 Hayride Makeup #118.441.706.026 CPRS Conf. #134.459.706.037 Office Supplies #134.459.703.025 TEEN Committee Mtg. #134.459.703.027 TEEN Equip. #196.496.000.707.003 TEEN Supplies #196.496.000.707.003 Christmas Fest. Supplies #134.459.703.027		

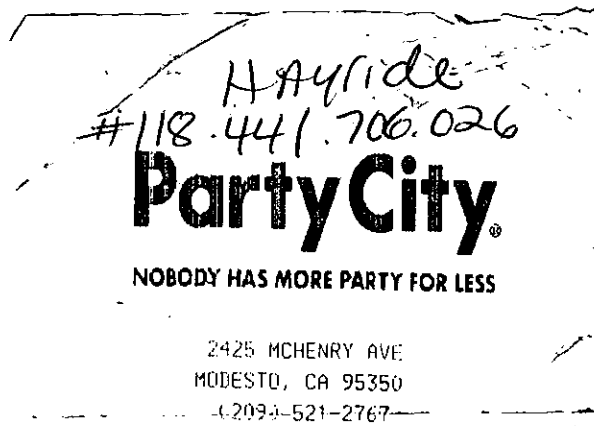
Default Accounting Code:

CUSTOMER SERVICE CALL		ACCOUNT NUMBER	ACCOUNT SUMMARY	
800-344-5696		-4280	PREVIOUS BALANCE	\$.00
		STATEMENT DATE 11-23-12	DISPUTED AMOUNT \$.00	PURCHASES & OTHER CHARGES \$1,351.27
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335		AMOUNT DUE \$ 0.00 DO NOT REMIT		CASH ADVANCES \$.00
				CASH ADVANCE FEE \$.00
				CREDITS \$.00
				TOTAL ACTIVITY \$1,351.27



Account Name:	SUE FITZPATRICK
Company Name:	CITY OF RIVERBANK
Account Number:	-4280
Statement Date:	11-23-12

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
11-21	11-19	CVS PHARMACY #3079 RIVERBANK CA PUR ID: TAX: 0.00	24445002325100259101900	5912	17.60



859450371587 FREE CANDY C \$99.99 T
=====

SUBTOTAL	\$99.99
GEN MERCH TAX @ 7.375%	\$7.37
TOTAL	\$107.36
CR VISA	\$107.36

ITEMS = 1

=====

CR VISA SALE \$107.36
XXXXXXXXXXXX4280
APPR: 090703
JOURNAL: 0624045120159644
=====

STORE 624 TRN 52 REG_4
10-25-2012 05:46:10 PM

120 0L8B 004 0247



1200L880040247

Please remember to:

- Enclose your check or money order, payable in U.S. dollars, with this payment coupon, but do not staple or tape them together.
- Write your account number on the front of your check or money order.
- Make checks payable to: Corporate Payment Systems
P.O. Box 790428
St. Louis, MO 63179-0428

Please enter new address or telephone number here:

Name

Address

City

State

Zip

()
Home Phone

()
Business Phone

Hayride
Makeup

**HOBBY
LOBBY**

2801 McHenry Avenue
Modesto CA 95350
(209) 521-6449
HOB-LOB #475

3:21PM
01-0001 005
#74571

Oct 26/12
ALEXIA

WEAR ART	T \$2.99
WEAR ART	T \$7.99
WEAR ART	T \$7.99
Subtotal	\$18.97
TX 7.375	\$1.40
TOTAL	\$20.37
VISA	\$20.37

=====

VISA	\$20.37
CARD #	*****4280
OPERATOR ID	ALEXIA
APPROVED	
APR#	C 069098
REF#	23001722281

=====

THANK YOU

PLEASE COME AGAIN

RETURN POLICY ON BACK OF RECEIPT

Please go to www.hobbylobby.com

for weekly ads and coupons

Become a fan on Facebook

BILLING INQUIRIES

Before disputing or questioning a charge on your statement, take the following actions:

- Determine if other employees of the corporation / institution may have participated in the transaction.
- Review your receipts for the amount in question as it may have posted to your statement with a different merchant name.
- Attempt to contact the merchant to resolve the issue.

To dispute the transaction, phone Corporate Payment Systems Customer Service at the telephone number on the front of this statement and have the following information available:

- The date and dollar amount of the transaction you are questioning.
- An explanation of why you believe there is an error along with any documentation you may have to support your claim.
- The date you contacted the merchant to attempt to resolve this issue and the merchant's response.

Many inquiries can be corrected over the phone, but phoning alone does not preserve your rights. To preserve your rights, we must receive your written communication no later than 60 days after we sent you the first bill on which the error or problem appeared. Please send a letter with your name, account number and the above information to: CORPORATE PAYMENT SYSTEMS, P.O. BOX 6335, FARGO, ND 58125-6335. You do not have to pay the amount of the charge that is in dispute while we are investigating; however, you are obligated to pay any charges that are not in question. While we investigate your dispute, we cannot report you as delinquent or take any action to collect the amount you question.

Sue Fitzpatrick

From: Linnie Andreotti [linnie@cprs.org]
Sent: Wednesday, October 31, 2012 2:50 PM
To: Sue Fitzpatrick
Subject: Confirmation of Transaction - Summary

TRANSACTION SUMMARY

Date: 10/31/2012
Account #: 015294
Sue Fitzpatrick
City of Riverbank Recreation Department
6707 Third St.
Riverbank, CA 95367

Reference: R57841
Description: 2013 CA & Pacific SW Park & Rec. Training Conf.
Amount: 359.00

Total: 359.00
Payment: 359.00
Balance: 0.00

Payment method: VISA # ****-****-****-4280

*CPRS Conference
in March, 2013 (Sue)
134.459.706.037*

Barnes & Noble Bookseries
3501 McHenry Avenue Suite E
Modesto, CA 95356
209-521-1118

STR:2805 REG:007 TRN:3389 CSHR:Karen C

Hidden Images 750 Piece Puzzle Assortmen
9781936011407 T1 10.95
(1 @ 10.95)
LEGO 2011 Architecture White House
0673419160148 T1 49.95
(1 @ 49.95)
3D Eiffel Tower 216 Piece Puzzle
4005556125562 T1 24.95
(1 @ 24.95)
3D Eiffel Tower 216 Piece Puzzle
4005556125562 T1 24.95
(1 @ 24.95)

Subtotal 110.60
Sales Tax T1 8.17
TOTAL 118.97
VISA 118.97

Card#: XXXXXXXXXXXX4280
Expdate: XX/XX
Auth: 096658
Entry Method: Swiped

A MEMBER WOULD HAVE SAVED 11.10

Thanks for shopping at
Barnes & Noble

101 29A 11/14/2012 04:06PM



CUSTOMER COPY

TEEN
Supplier
#196.496.000
707.003

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



Val #:000147-137336-884422-105871-462342-781

1509 001 4682 11/05/12 11:37 00977737

9477292 99007 54.99
PS3 DUALSHOCK 3 CONTROLLER -
ITEM TAX 4.04
9477292 99007 54.99
PS3 DUALSHOCK 3 CONTROLLER -
ITEM TAX 4.06
8054482 RVLAFW3 19.99
WII NUNCHUK CONTROLLER - WHIT
ITEM TAX 1.48
5426693 RZ CARD 0.00 N
REWARD ZONE CARD
MEMBER ID 0564676345

SUBTOTAL 129.97
SALES TAX AMOUNT 9.58

TOTAL 139.55

Associate # 977737

TEEN FUND #196.496.000
XXXXXXXXXXXX4280 VISA 139.55
SUE FITZPATRICK
APPROVAL 015867

SUE,
THANKS FOR SHOPPING AT BEST BUY TODAY!
YOUR REWARD ZONE BALANCE AS OF 10/19/12
POSTED POINTS: 172
Go to MyRZ.com FOR MORE INFO

#134.459.703.027

TEEN
MTG
11/04/2012
Merchant ID:
Terminal ID:
267549598881

13:56:19
000000002604647
03856381

CRUI CARD
VISA SALE

XXXXXXXXXXXX4280
0005
000188
0199
086031
Swiped
Online
\$36.83

CARD #
INVOICE
Batch #:
SERVER
Approval Code:
Entry Method:
Mode:

PRE-TIP AMT

TIP

TOTAL AMOUNT

CUSTOMER COPY

Sue Fitzpatrick

From: Linnie Andreotti [linnie@cprs.org]
Sent: Wednesday, October 31, 2012 1:48 PM
To: Kerrie Webb
Cc: Sue Fitzpatrick
Subject: Confirmation of Transaction - Summary

TRANSACTION SUMMARY

Date: 10/31/2012
Account #: 013077
Kerrie L. Webb
City of Riverbank Recreation Department
6707 3rd St
Riverbank, CA 95367

Reference: R57840
Description: 2013 CA & Pacific SW Park & Rec. Training Conf.
Amount: 359.00

Total: 359.00
Payment: 359.00
Balance: 0.00

Name on card Sue Fitzpatrick
Payment method: VISA # ****-****-****-4280

*CPRS Conference
MARCH 2013
(Kerrie)
134.459.708.037*

STAPLES

that was easy.

Low prices. Every item. Every day.

2347 Claribel Road
RIVERBANK, CA 95367

(209) 863-1301

SALE

1616692 11 001 21339
1401 11/02/12 01:33

QTY SKU

PRICE

1- HP 78XL COLOR INK 66.99
088698993033
1- BIC WITE-OUT QUICK 7.49
070330514461
1 2013 WKLY ATAGLNC 45.99
038576383135
SUBTOTAL 120.47

Standard Tax 7.37% 8.88

TOTAL \$129.35

#134.459.703.025
Visa 129.35

Card No.: XXXXXXXXXXXX4280 [S]
Auth No.: 090635

TOTAL ITEMS 3

SUE
CVS/pharmacy

2224 PATTERSON RD
RIVERBANK, CA 95367
209.869.1621

REG#01 TRN#6395 CSHR#0848385 SFR#3079

ExtraCare Card #: *****6231

CANDY CANES RED 10CT
20 @ .88 17.60F SAVED 7.80

20 ITEMS

TOTAL 17.60
VISA 17.60
*****4280 MS
CHANGE .00



#134.459.703.025
2503 0792 3246 3950 15

RETURNS WITH RECEIPT THRU 01/18/2013

NOVEMBER 19, 2012 2:05 PM

TRIP SUMMARY:

Today You Saved 7.80

Earn 2% back on almost everything
in the store and on CVS.com when
you use your ExtraCare card.

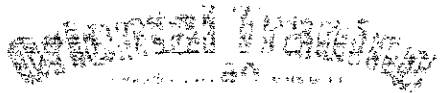
THANK YOU. SHOP 24 HOURS AT CVS.COM

ExtraCare Card balances as of 11/05

Fall 2012 Spending: 62.75

Sue Fitzpatrick

From: orders@oriental.com
Sent: Thursday, November 15, 2012 8:53 AM
To: Sue Fitzpatrick
Subject: Shipping confirmation for your Oriental Trading Company order.



Friendly Customer Service: 1-800-228-0475

Mon to Fri: 6:00 AM - 11:00 PM CST

Sat & Sun: 7:00 AM - 8:00 PM CST

Party Themes & Events | Craft & Hobby Supplies | Teaching Supplies | Toys, Games & Novelties | Holidays | Christmas | Sale

Shipping Confirmation

Your order is on the way!

Your order # 654303318 placed on 11/14/2012 has been processed and is being shipped on . Please retain this shipping confirmation for your records. You may also view your order online anytime. Please allow one business day for the carrier to update tracking information.

If your order was shipped to a PO Box, APO/FPO, or some US Territories, your order will be delivered via the United States Postal Service and cannot be tracked.

Order Status

Customer Number	Order Number	Order Date	Order Status
33877403	654303318	11/14/2012	Shipped

Billing Information

Sue Fitzpatrick
 sfitzpatrick@riverbank.org
 6707 3rd St
 Riverbank, CA
 953672305

Shipping Information

SUE FITZPATRICK
 6707 3RD ST
 RIVERBANK, CA 953672305

Order Detail

Item #	Item Description	Quantity Ordered	Quantity Shipped	Unit Price	Subtotal
4/3013	HOLIDAY GLOW SWIZZLE NECKLACES (50PC)	1	1	\$40.00	\$40.00
/K680	2.5" MINI CANDY CANES (100PC)	1	1	\$6.25	\$6.25
Order subtotal					\$46.25
Shipments					1
Shipping Charge					\$16.99
Sales Tax					\$0.00
Certificates					
Discounts					
Order Total					\$63.24

134.459.703.027

Personalized items may be shipped separately at no additional charge. If your order was shipped to a PO Box, APO/FPO, or some US territories, your order will be delivered via the United States Postal

11/15/2012



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

CITY OF RIVERBANK

ACCOUNT NUMBER -0555
STATEMENT DATE 11-23-12
TOTAL ACTIVITY \$ 2,606.31

000016494 1 AT 0.374 106481885331679 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

- ① 101.412.000.706.038 - \$124.75
102.418.000.706.038 - \$124.75 Fred Pryor
106.423.000.706.038 - \$124.75
114.433.000.706.038 - \$124.75

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

Cardholder

Date

Approver

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
10-23	10-23	① FRED PRYOR CAREERTRACK 800-556-3012 KS PUR ID: 029694322 TAX: 0.00	24412952296002809838702	8299	499.00
10-25	10-24	② MMANC 855-737-2687 CA PUR ID: 00000639 TAX: 0.00	24765012299206000006398	8398	65.00
10-29	10-27	③ CLEAR 888-253-2794 WA PUR ID: 7evx5z5 00341030 TAX: 0.00	24692162301000660551968	4816	44.38
10-29	10-28	④ CLEAR 888-253-2794 WA PUR ID: 17vaw3k 01250481 TAX: 0.00	24692162302000944067525	4816	45.00
11-12	11-10	⑤ STAPLS9233628075000 800-3333330 CA PUR ID: 9233628075000 TAX: 1.77	24164072316105093707914	5111	25.74
11-12	11-09	⑥ PAYPAL *CVTSOLUTION 402-935-7733 CA PUR ID: 7878652494 TAX: 0.00	24492152315849786525737	5943	302.32
11-23	11-2	⑦ DALMATIAN FIRE EQUIPMENT, 800-436-6450 CO PUR ID: qa69f96a TAX: 0.00	24506012326980016536785	5047	1,624.87

- ② 101.412.000.706.038 - \$65.00 MMANC
③ 114.433.000.702.031 - \$44.38 (Eric/Water dept)
④ 119.442.000.704.022 - \$45.00 (Curtis/MotorPool)

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -0555		ACCOUNT SUMMARY	
			PREVIOUS BALANCE	\$.00
	STATEMENT DATE 11-23-12	DISPUTED AMOUNT \$.00	PURCHASES & OTHER CHARGES	\$2,606.31
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$2,606.31

- ⑤ 106.424.000.703.025 - \$25.74 (WNTP Office Supplies)
⑥ 101.412.000.706.038 - \$302.32 CVT SOLUTIONS (Peter Lolicic)
⑦ 114.433.706.050 - \$541.62 - Dalpage 12 of 42 Equi (Water) > 1624.87
106.424.706.050 - \$541.62 (WW) 106.423.706.050 - \$541.63 (Sewer)


[HELP](#) [FAQ](#) [ABOUT US](#) [HOME](#)
[Find a Seminar](#) [Zip/Postal Code](#) [or Event #](#)
[Send me my schedule »](#)
[Search Site](#) [Keyword](#)


FRED PRYOR SEMINARS CAREERTRACK

[Click Here to Chat](#)
[Click Here to Chat](#)

Order Confirmation

Thank you Cheryl! Your order was processed successfully. Your order number is **20-1662875**.
An e-mail will be sent to you shortly confirming your transaction.

[Return to Home Page](#)

Confirmation Print

Order Information:

Order By Information

Mrs Cheryl Stefani
6707 3rd St
Riverbank, CA 95367-2396

Billing Address

Mrs Cheryl Stefani
6707 3rd St
Riverbank, CA 95367-2396

Approving Manager:

Mr. Cheryl Stefani
Admin Assistant
cstefani@riverbank.org

Shipping Information

Shipping Address

Mrs Cheryl Stefani
6707 3rd St
Riverbank, CA 95367-2396

Shipping Method:

Best Way

Billing Information

Credit Card

Last 4 Digits: 0555

Order Summary

Type	Item	Quantity	Students
Training Rewards & FREE Evelyn Wood DVD		1	
☒	TRAINING REWARDS 12 MONTH MEMBERSHIP		
	Member name: Michael Riddell		
☒	Evelyn Wood Reading Dynamics by Evelyn Wood		

Cart Total: US \$499.00
Unit Price Total Price
US \$499.00 US \$499.00
US \$499.00

~~US \$199.95~~
Free

Subtotal: US \$499.00
Tax: US \$0.00
Shipping: US \$0.00
Cart Total: US \$499.00

[Buyer Satisfaction Guarantee | Policies and Security | FAQ](#)

Continuous learning from pryor.com. © 1999-2012 All rights reserved.

101.412.000.706.038 #124.75
102.418.000.706.038 #124.75
106.423.000.706.038 #124.75
114.433.000.706.038 #124.75

499.00

Approved
TRM
10/24/12

municipal management association
Northern California
Invoice #00639

Balance due: \$65.00

[Pay online.](#)

Invoice details

Balance due \$65.00
Amount \$65.00
Invoice # 00639
Date 19 Jul 2012
Origin Member application
Full Member
Invoiced to kcleek@riverbank.org

Item	Amount
Membership application. Level: Full Member	\$65.00
Invoice total	\$65.00

JD - Jill suggested I join this organization to expand my knowledge of public administration, ~~and~~ and networking opportunities.

The membership is \$65.00. The website is mmanc.org if you want to take a look.

Thanks,
Kathleen

Approved
[Signature]
10/24/PC

#101.412.000.706.038

kcleek@riverbank.org
American430



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

Invoice Date: 11/27/2012
Invoice Number: 4-121126-531
Customer ID: 341030
Amount Due: \$44.38
Due Date: 11/27/2012
Amount Enclosed:

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

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

114.433.000.702.031



Previous Balance	\$44.38
Payments, Thank You	\$-44.38
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$43.98
Amount Due	\$44.38

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
11/27/2012	4-121126-531	341030	\$44.38	11/27/2012	1 of 2

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$43.98
Other Charges	\$0.00
Taxes	\$0.40

Invoice Detail

Payments

Description	Amount
10/27/2012 Credit/Debit Card Payment 42*****0555	\$44.38
Total Payments	\$44.38

Service Charges For Account #345871

WiMAX Wireless Access

Service	Amount
11/26/2012 cityofriverbank XX_Upgrade Home 5.0/500	\$36.99
11/26/2012 cityofriverbank Device Protection Program \$2.	\$1.99
11/26/2012 cityofriverbank Modem Lease	\$5.00
Total WiMAX Wireless Access	\$43.98

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes

Taxes for Account #345871

Description	Amount
11/26/2012 STATE SALES TAX	\$0.30
11/26/2012 COUNTY SALES TAX	\$0.06

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
11/27/2012	4-121126-531	341030	\$44.38	11/27/2012	2 of 2
11/26/2012	DISTRICT TAX (STCL)				\$0.01
11/26/2012	CITY SALES TAX				\$0.03
	Total Taxes				\$0.40

==

4



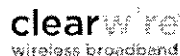
How to reach us...
Online Live Chat 24x7 www.clearwire.com
Or call 888.253.2794

Invoice Date:	11/28/2012
Invoice Number:	4-121127-6772
Customer ID:	1250481
Amount Due:	\$45.00
Due Date:	11/28/2012
Amount Enclosed:	

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

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

119.442.000.704.022 (curtis)



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

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
11/28/2012	4-121127-6772	1250481	\$45.00	11/28/2012	1 of 1

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$45.00
Other Charges	\$0.00
Taxes	\$0.00

Invoice Detail

Payments

Description	Amount
10/28/2012 Credit/Debit Card Payment 42*****0555	\$45.00
Total Payments	\$45.00

Service Charges For Account #1550317

WiMAX Wireless Access

Service	Amount
11/27/2012 kqualle XX_4G Home Internet - No Contract Ser	\$45.00
Total WiMAX Wireless Access	\$45.00

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes



that was easy:

For customer service, call
1-800-333-3330, or email at
support@orders.staples.com. Order
online, by phone or by fax 24
hours a day, 7 days a week.

REFER TO THIS ORDER NO. FOR ALL INQUIRIES

CUSTOMER NO.	SHIP DATE	ORDER NO.
4257103822	11/09/12	9233628075-000001
PURCHASE ORDER NO.	RELEASE NO.	
COST CENTER	REQUISITIONER	

STAPLES that was easy

SHIPPING LOCATION: Stockton, CA FC

CARRIER ROUTE: FLT/UPS /U2

TOTAL PACKAGES: 1

CITY OF RIVERBANK

CHERYL STEFANI

Floor: 1

6617 THIRD STREET

RIVERBANK, CA 953672303

Contact: (209) 863-7127 - CHERYL STEFANI

PAGE: 1

106-424.000-703.025

SPECIAL INSTRUCTIONS

Order Date: 11/09/2012

Line	ITEM NUMBER	ITEM / MODEL DESCRIPTION / NUMBER	UNIT OF MEAS	QTY ORDERED	QTY SHIPPED	Staples Price	Extended Amount
1	750832	1/2IN SCOTCHCORE PKTAPE 1.88IN/DP100ORF6	PK	1	1	16.99	16.99
2	831594	CLIPS BINDER SMALL 40CT 831594/10667-CC	PK	2	2	3.49	6.98
Merchandise Total.....							23.97
Delivery.....							.00
Tax.....							1.77
Check your order status online by going to www.Staples.com and clicking on "My Orders".							



that was easy:
News
& Preview

Need to return something? Please
call Customer Service to process
a return.

PAYMENT METHOD: VI

TOTAL VALUE
OF ORDER: 25.74

0019

026

001

Thank You For Your Order! Staples, Inc.

THIS IS NOT AN INVOICE

STAPLES

that was easy.™

Staples, Inc.

Phone: 1-800-333-3330

Fax: 1-800-333-3199

Online: www.staples.com**Fax Order Confirmation**

Company Name: CITY OF RIVERBANK
Contact Name: CHERYL STEFANI
Phone Number: 209-863-7127
Address: 6617 THIRD STREET

Staples Order Number: 9233628075 -000
PO Number (if provided by customer): P-

RIVERBANK, CA 95367-2303

106.424.000.703.025

Item Number	Qty	Qty Unit	Description	Expected Delivery	Subtotal
750832	1	PK	1/2IN SCOTCHCORE PKTAPE 1	11/12/12	16.99
831594	2	PK	CLIPS BINDER SMALL 40CT 8	11/12/12	6.98

Merchandise Total: 23.97
Delivery Fee:
Coupons:
Total Tax: 1.77
Order Total: 25.74

- Thank you for your order. We appreciate your business.
- Staples delivers Monday-Friday between the hours of 9am and 5pm. Your items are scheduled to arrive on or before the date(s) listed above (pending credit approval).
- Multiple item offers may arrive in several shipments and via different couriers. If your item has not arrived by 3pm the day following the date shown above, please call us at 1-800-333-3330 and we'll be happy to resolve the problem.
- You can check the status of your order at www.staples.com. Just go to the order status page, enter your Order Number, Delivery Zip Code and click "Submit".
- Prices displayed are the regular cost of the item and may not reflect the coupons or other discounts.

MANUAL REQUESTED BY PETER LOLOUIS

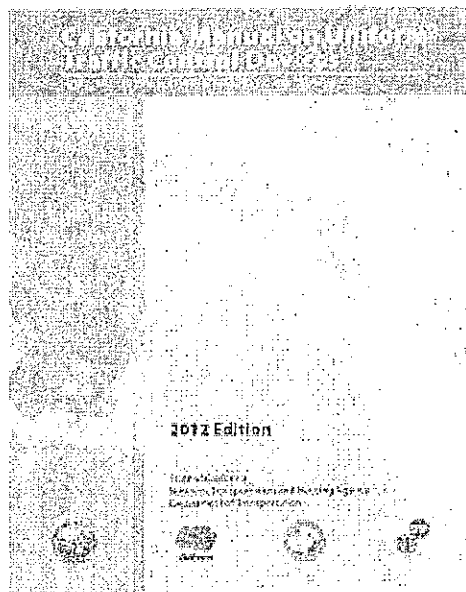


CENTRAL VALLEY

TRAFFIC SOLUTIONS

[Home](#) [Specials](#) [New Products](#) [Order Form](#) [Contact](#) [Sitemap](#) [Bookmark](#)
[Home](#) > [Public Works](#) > California MUTCD 2012 (Entire Document)

CALIFORNIA MUTCD 2012 (ENTIRE DOCUMENT)



101-412.000-706.036x
(PER LATILEEN)

California MUTCD 2012 (Entire Document)
Currently official manual as of 1/13/12

8.5 x 11 inch size

Loose-leaf, 3-hole punch

1402 color pages

8 lbs

Item#1122

(Includes 4-Inch D-Ring Binder)



ON SALE!
\$279.95

Quantity :

Availability: In-stock, ships immediately

[Add to cart](#)

5 quantities

10 quantities

20 quantities

-5%

-10%

-20%

California MUTCD 2012 (Entire Document)

This is the current and official manual in California as of January 13, 2012.

As of January 13, 2012, Caltrans has adopted the California Manual on Uniform Traffic Control Devices 2012 (California MUTCD 2012), to include FHWA's 2009 MUTCD to prescribe uniform standards and specifications for all official traffic control devices in California.

The California MUTCD 2012 edition supersedes and replaces the previously adopted (on January 21, 2010) California MUTCD 2010 as well as Chapters 4, 5, 6, 8, 10, 11, 12, and the traffic signals portion of chapter 9 of the 1996 Caltrans Traffic Manual, as amended, and all previous editions thereof.

The California MUTCD 2012 supersedes and replaces:

Approved
TDH
11/8/12

- California MUTCD 2010 (1/21/10)
- National MUTCD 2009 (12/19/09)
- All TCD policies issued by Caltrans since 1/21/10 and other editorial, errata and format changes.
- California MUTCD 2006 (9/26/2006)
- MUTCD 2003 California Supplement (5/20/04)
- Traffic Manual 1996

California MUTCD 2012 includes the following topics:

- Signs
- Markings
- Highway Traffic Signals
- Traffic Control Devices for low-Volume Roads
- Temporary Traffic Control (Work Zones)
- Traffic Control for School Areas
- Traffic Control for Railroad and Light Rail Transit Grade Crossings
- Traffic Control for Bicycle Facilities

Width 8.5 in

Weight 6.12 lb

Height 11 in

Pages 1288 pages

California Manual on Uniform Traffic Control Devices

FHWA's MUTCD 2009 Edition as amended for use in California

Can you order this book
for me

J. Hawks
Reta

10/19/12

101-412 000-706.036

2012 Edition

State of California
Business, Transportation and Housing Agency
Department of Transportation





CENTRAL VALLEY

TRAFFIC SOLUTIONS

[Home](#) [Specials](#) [New Products](#) [Order Form](#) [Contact](#) [Sitemap](#) [Bookmark](#)

[Home](#) > [My account](#) > Order history

ORDER HISTORY

Here are the orders you have placed since the creation of your account.

Order	Date	Total price	Payment	Status	Invoice
#000129	2012-11-09	\$302.32	PayPalAPI	Payment accepted	 PDF detail



[Back to Your Account](#)



[Home](#)

Phone: 1-800-436-6450
 Fax: 1-888-436-6451
 www.dalmatianfire.com



DALMATIAN FIRE EQUIPMENT, INC.

75 Oak Avenue
 Eaton, CO 80615

Largest Supplier of Refurbished
 SCBAs in North America

QUOTE

O.K. to purchase
 11/9/12

Water 114.433 706.050
 WW 106.424 706.050
 Sewer 106.433 706.050

Divide 3 ways

Please order using JDS
 CC.

Thanks
 Kathleen

Name / Address
City of Riverbank Michael Riddell Riverbank, CA

Ship To
City of Riverbank Michael Riddell Riverbank, CA

Customer Phone

Custom

Sales Rep	Quote Requested By
RKK	

Credit Card Pay...	
--------------------	--

Qty	Description	Cost	Total
2	Drager 2.2 PA-80 Industrial 1992 Spec SCBA, non-fire-rated, Refurbished	675.00	1,350.00T
2	Drager Panorama Nova Mask, Medium, Refurbished	0.00	0.00T
2	Generic, 30/2216 Aluminum, No Valve, Cylinder, Refurbished	0.00	0.00T
2	Dräger Cylinder Valve 2.2, Refurbished	0.00	0.00T
2	Generic SCBA Hard Case, NEW	95.00	190.00T
2	Shipping / Freight Charges to Dalmatian Customers - ESTIMATE ONLY. This line will be adjusted on final invoice to reflect shipping charges based on actual weights and sizes.	70.00	140.00
	REFURBISHED & TESTED - All equipment provided by Dalmatian Fire Equipment is fully refurbished (unless otherwise noted) and tested to the highest standards. SCBA Packs all ship with a current Posichok flow test certificate, and all refurbished cylinders come with a new hydrostatic test.		0.00T
	10 YEAR WARRANTY - All equipment provided by Dalmatian Fire Equipment comes with a limited 10 year warranty. See the full agreement at www.DalmatianFire.com/Warranty.htm		0.00T
	WE BEAT ALL PRICES - Dalmatian Fire Equipment is committed to being your low cost supplier of SCBA's and Cylinders. We will beat any refurbished equipment dealer's published price by 5% for SCBA's and cylinders we have in stock. Simply send us a complete copy of the current ad or quote to obtain an adjustment to Dalmatian's price for your order.		0.00T

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE	Subtotal	\$1,680.00
This Quote is good for 30 Days Only. If you have any questions please call or e-mail russ.kates@DalmatianFire.com	Sales Tax (0.0%)	\$0.00
	Total	\$1,680.00

U.S.A.

CANADA



DALMATIAN FIRE EQUIPMENT, INC.

75 Oak Avenue
Eaton, CO 80615

Phone: 1-800-436-6450

Fax: 1-888-436-6451

www.dalmatianfire.com

russ.kates@dalmatianfire.com

Sales Order Confirmation

Date	S.O. No.
11/13/2012	6665

Name / Address	
City of Riverbank 6707 3rd Street Riverbank, CA 95367	
Customer Phone	209-863-7127
Customer Fax	

Ship To
City of Riverbank 6707 3rd Street Riverbank, CA 95367

Sales Rep:	Terms	Ordered By:	P.O. No.	Cust. Due Date	Prod/Ship Date	Ship Via
RKK	Credit Card Paym...	Jeffrey D Hightower		11/13/2012	11/30/2012	UPS

QTY	Description	Rate	Amount
2	Drager 2.2 PA-80 Industrial 1992 Spec SCBA, non-fire-rated, Refurbished	675.00	1,350.00T
2	Drager Panorama Nova Mask, Medium, Refurbished	0.00	0.00T
2	Generic, 30/2216 Aluminum, No Valve, Cylinder, Refurbished	0.00	0.00T
2	Dräger Cylinder Valve 2.2, Refurbished	0.00	0.00T
2	Generic SCBA Hard Case, NEW	95.00	190.00T
2	Shipping / Freight Charges to Dalmatian Customers - ESTIMATE ONLY. This line will be adjusted on final invoice to reflect shipping charges based on actual weights and sizes.	70.00	140.00
	REFURBISHED & TESTED - All equipment provided by Dalmatian Fire Equipment is fully refurbished (unless otherwise noted) and tested to the highest standards. SCBA Packs all ship with a current Posichok flow test certificate, and all refurbished cylinders come with a new hydrostatic test.		0.00T
	10 YEAR WARRANTY - All equipment provided by Dalmatian Fire Equipment comes with a limited 10 year warranty. See the full agreement at www.DalmatianFire.com/Warranty.htm		0.00T
	CREDIT CARD - Please charge to customer credit card on file.		0.00T

Shipping Charges & Applicable Taxes are NOT Yet Included Unless Noted Above.

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE

Subtotal

Sales Tax (0.0%)

Total



DALMATIAN FIRE EQUIPMENT, INC.

75 Oak Avenue
Eaton, CO 80615

Phone: 1-800-436-6450

Fax: 1-888-436-6451

www.dalmatianfire.com

russ.kates@dalmatianfire.com

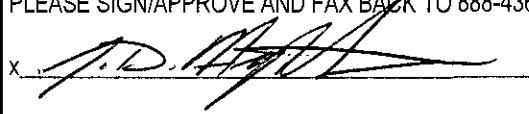
Sales Order Confirmation

Date	S.O. No.
11/13/2012	6665

Name / Address	
City of Riverbank 6707 3rd Street Riverbank, CA 95367	
Customer Phone	209-863-7127
Customer Fax	

Ship To
City of Riverbank 6707 3rd Street Riverbank, CA 95367

Sales Rep:	Terms	Ordered By:	P.O. No.	Cust. Due Date	Prod/Ship Date	Ship Via
RKK	Credit Card Paym...	Jeffrey D Hightower		11/13/2012	11/30/2012	UPS

QTY	Description	Rate	Amount
	CREDIT CARD AUTHORIZATION: By signing below, I request this order to be built and my credit card charged. If I decide not to complete this order, I may call Dalmatian Fire and cancel the order only if the call is made PRIOR TO SHIPMENT. PLEASE SIGN/APPROVE AND FAX BACK TO 888-436-6451. X 		0.00T

Shipping Charges & Applicable Taxes are NOT Yet Included Unless Noted Above.	Subtotal	\$1,680.00
ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE	Sales Tax (0.0%)	\$0.00
	Total	\$1,680.00

* * * Communication Result Report (Nov. 14. 2012 2:04PM) * * *

1) City of Riverbank Dev. Services
2)

Date/Time: Nov. 14. 2012 2:03PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
9070	Memory TX	18884366451	P. 2	OK	

Reason for error
 1) Hang up or line fail
 2) No answer
 3) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

Sales Order Confirmation

DAKALAN FIRE EQUIPMENT, INC.
 76 Oak Avenue
 Elgin, CO 80120
 Phone: 1-800-438-6460
 Fax: 1-888-438-6461
 www.dakalanfire.com
 ms@dakalanfire.com

Ship To:
 City of Riverbank
 6707 3rd Street
 Riverbank, CA 95077

Ship To:
 Date: 11/15/2012
 S.O. No.: 8985

Name / Address:
 City of Riverbank
 6707 3rd Street
 Riverbank, CA 95077

Customer Name: 201802172

Customer Fax:

Order By: Jeffery D. Hightower

Order Date: 11/15/2012

Product Date: 11/02/2012

Ship Via: UPS

Rate:

QTY	Description	Rate	Amount
2	Driver 2.2 ps-40 Industrial 1822 Spec SCBA, model-numbered, Refurbished	675.00	1,350.00
2	Driver 1800watts 1800watts Medium, Refurbished	0.00	0.00
2	Driver 202215 Aluminum 1800watts, Cylinder, Refurbished	0.00	0.00
2	Driver Cylinder Valve 22 Refurbished	0.00	0.00
2	Driver SCBA Unit Case, New	95.00	190.00
2	Shipping / Freight Charges to Destination Customer - ESTIMATE ONLY. This line will be adjusted on final invoice to reflect shipping charges based on actual weights and sizes.	710.00	1420.00
	REFURBISHED & TESTED - All equipment provided by DAKALAN Fire Equipment is fully maintained (unless otherwise noted) and tested to the highest standards. Each piece of equipment is shipped with a current inspection report certificate, and an undisturbed cylinder comes with a new hydrostatic test.		0.00
	10 YEAR WARRANTY - All equipment provided by DAKALAN Fire Equipment comes with a limited 10 year warranty. See the full agreement at www.DakalanFire.com/Warranty.htm		0.00
	CREDIT CARD - Please charge to customer credit card on file.		0.00

Shipping Charges & Applicable Taxes are NOT Yet Included (Taxes Added Above)

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE

Page 1

Subtotal
3560.00
Sales Tax (0.9%)
32.04
Total



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



CITY OF RIVERBANK

ACCOUNT NUMBER 4298
STATEMENT DATE 11-23-12
TOTAL ACTIVITY \$ 220.00

000016495 1 AT 0.374 106481885331680 P

MARISELA HERNANDEZ
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

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

Cardholder W. Hernandez Date 12/13/12 Approver _____ Date _____

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
11-19	11-16	CALIFORNIA SOCIETY OF MUN 916-2312137 CA PUR ID: 200047429920 TAX: 0.00	24301372321118000150392	8641	110.00
11-19	11-16	CALIFORNIA SOCIETY OF MUN 916-2312137 CA PUR ID: 200047847279 TAX: 0.00	24301372323118000150408	8641	110.00

CSMFD Membership Dues for Marisela & Dawn
101-403.000 - 706.037

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4298		ACCOUNT SUMMARY	
	STATEMENT DATE 11-23-12	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES	\$220.00
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$220.00

Thank you for paying dues online. This is an automated message acknowledging successful receipt. Please save or print this for your records.

-----Dues Notice Details-----

Association: Cal. Society of Muni. Finance Officers
Dues Year: 2013 Dues
Recorded On: 16 Nov 12 ~ 2:26pm Pacific Time
Paid On: 16 Nov 12 ~ 2:26pm Pacific Time
Dues Status: Paid
Dues Code: DCA47429

-----Dues Notes-----

Thank you for your continued support of CSMFO in 2013. We look forward to another successful year and your commitment and involvement helps ensure our success.

If you have questions during the dues process, please contact CSMFO at 877-282-9183

-----Payment Notes-----

CSMFO accepts online payment by Visa and Master Card. Make checks payable to CSMFO
Mail checks to:
1215 K Street,
Suite 940
Sacramento, CA 95814
You MUST Identify which CSMFO members the payment is for.

If paying by check, you will not be eligible for a bulk municipal member discount until 3 prior municipal dues payments from your organization have been received & processed by CSMFO.

-----Refund Policy-----

Renewal Fees are non refundable.

-----Membership Information-----

First Name: Marisela
Last Name: Hernandez
Member Type: Municipal
Comp/Org: Riverbank
Address1: 6707 Third St
City: Riverbank
State: CA
Zip Code: 95367
Email: mhernandez@riverbank.org
Phone: (209) 863-7110

101-403.000- 706.037
CSMFO Dues

-----Payment Summary-----

Payment Method: Online Payment
Payment Type: Online Credit Card
Your Cost: \$110.00

GRAND TOTAL: \$110.00

-----Credit Card Information-----

Type: MC
Number: XXXXXXXXXXXX4298
Exp Date: 04/14
CC Name: Marisela Hernandez

-----Invoice Details-----

Issue Date: 1 Nov 12
Issued By: Cal. Society of Muni. Finance Officers
Address: CSMFO, 1215 K Street, Suite 940
City/State: Sacramento, CA 95814
Phone: 877-282-9183
Order ID: 47429
Dues Code: DCA47429

-----End of Invoice/Receipt-----

If you have any application problems, please contact
Justin Lewis at justin.lewis@staff.csmfo.org.

Thank you for paying dues online. This is an automated message acknowledging successful receipt. Please save or print this for your records.

-----Dues Notice Details-----

Association: Cal. Society of Muni. Finance Officers
Dues Year: 2013 Dues
Recorded On: 16 Nov 12 - 2:34pm Pacific Time
Paid On: 16 Nov 12 - 2:34pm Pacific Time
Dues Status: Paid
Dues Code: DPD47847

-----Dues Notes-----

Thank you for your continued support of CSMFO in 2013. We look forward to another successful year and your commitment and involvement helps ensure our success.

If you have questions during the dues process, please contact CSMFO at 877-282-9183

-----Payment Notes-----

CSMFO accepts online payment by Visa and Master Card. Make checks payable to CSMFO
Mail checks to:
1215 K Street,
Suite 940
Sacramento, CA 95814
You MUST Identify which CSMFO members the payment is for.

If paying by check, you will not be eligible for a bulk municipal member discount until 3 prior municipal dues payments from your organization have been received & processed by CSMFO.

-----Refund Policy-----

Renewal Fees are non refundable.

-----Membership Information-----

First Name: Dawndi
Last Name: Morrell
Member Type: Municipal
Comp/Org: Riverbank
Address1: 6707 Third Street
City: Riverbank
State: CA
Zip Code: 95367
Email: dmmorrell@riverbank.org
Phone: 209-863-7112

101-403.000 - 706.036
Membership dues.

-----Payment Summary-----

Payment Method: Online Payment
Payment Type: Online Credit Card
Your Cost: \$110.00

GRAND TOTAL: \$110.00

-----Credit Card Information-----

Type: VI
Number: XXXXXXXXXX4298
Exp Date: 04/14
CC Name: Marisela Hernandez

-----Invoice Details-----

Issue Date: 1 Nov 12
Issued By: Cal. Society of Muni. Finance Officers
Address: CSMFO, 1215 K Street, Suite 940
City/State: Sacramento, CA 95814
Phone: 877-282-9183
Order ID: 47847
Dues Code: DPD47847

-----End of Invoice/Receipt-----

If you have any application problems, please contact
Justin Lewis at justin.lewis@staff.csmfo.org.



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



CITY OF RIVERBANK

ACCOUNT NUMBER -6343
STATEMENT DATE 11-23-12
TOTAL ACTIVITY \$ 1,847.84

000016496 1 AT 0.374 106481885331681 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

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

Tracie J Anderson 12/10/12 Mansela Hernandez 12/10/12
Cardholder Date Approver Date

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
10-25	10-24	① ICMA INTERNET 202-962-3547 DC PUR ID: VXYAA16165E4 TAX: 0.00	24210732299207780900200	7392	1,140.00
10-29	10-26	② LEAGUE OF CALIFORNIA CITI 916-6588200 CA PUR ID: S2676660763 TAX: 0.00	24755422301133018183366	7399	625.00
11-20	11-19	③ AMAZON.COM AMZN.COM/BILL WA PUR ID: 102-0956273-67690 TAX: 5.68	24692162324000625200100	5942	82.84

- ① ICMA - ANNUAL MEMBERSHIP PER CONTRACT 101-402.000-706.037
② LEAGUE: ANNUAL CITY MANAGERS MTG (LEAGUE OF CA CITIES) PER CONTRACT
③ AMAZON: PURCHASE OF "WEB ADS" FOR HEALTH AND SAFETY OF STAFF
DISPATCHED AT 11-28-12 STAFF MTG (CITY OF RIVERBANK)
② 101-402.000-706.037
③ 101-408.000-706.014

Default Accounting Code:			
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -6343		ACCOUNT SUMMARY
	STATEMENT DATE 11-23-12	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE \$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES \$1,847.84
			CASH ADVANCES \$.00
			CASH ADVANCE FEE \$.00
			CREDITS \$.00
		TOTAL ACTIVITY \$1,847.84	

ICMA / Members / Renew Membership

Membership Renewal

ICMA Dues Renewal Receipt

Thank you for renewing your ICMA member dues. Please print this page as a record of your payment. Should you have any questions about your ICMA dues payment, please contact Member Services at membership@icma.org. Refer to your member number below.

ICMA
777 North Capitol Street, NE
Suite 500
Washington, DC 20002-4201
202-289-4262
Federal ID #36-2167755
Date 10.24.2012

MEMBERSHIP FOR:

T. Anderson
City Manager
City of Riverbank
Member No.: 402919
Member Type: Full Member
2050 Buchanan St
Seaside
CA 93955

DUES PAYMENT FOR:

Jul 01 2012 - Jun 30 2013

PAYMENT DATE

10.24.2012

BILLING INFORMATION

Amount charged to card ending in 6343 was **\$1140**

Billing Street Address: 6707 Third Street, Riverbank, CA 95367, Zip/Postal Code: 95367

Amount charged to card ending in 8004 was **\$100**

Billing Street Address: 6707 Third Street, Riverbank, CA 95367, Zip/Postal Code: 95367

Item	Amount	Card 1	Card 2	
Annual Member Dues	US \$ 1140.00	X		
Contribution to the ICMA Fund for Professional Management	US \$ 100.00		X	
TOTAL CHARGES	US \$ 1240.00			— CHARGED TO PERSONAL CREDIT CARD

Jill Anderson

From: mdunn@cacities.org
Sent: Friday, October 26, 2012 1:01 PM
To: Jill Anderson
Subject: 2013 City Managers Department Meeting Registration Confirmation

Thank you for registering for the 2013 City Managers Department Meeting, January 30 - February 1 at the Parc 55 Wyndham in San Francisco. Please keep this confirmation for your records.

To make hotel reservations, please click on the link below:

<https://parc55hotel.reztrip.com/index.html#property=75&mode=b&pm=true&sr=18740>

Riverbank
Jill Anderson
City Manager
janderson@riverbank.org

2013 City Managers Department Meeting
San Francisco
Date: January 30, 2013 to February 01, 2013

1 City/County Managers \$625.00 \$625.00

Sub Total: \$625.00
Amount Paid: \$625.00
Balance: \$0.00

If you require special accommodations related to facility access, transportation, communication and/or diet, please contact mdunn@cacities.org before January 8.

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to the Conference registrar at mdunn@cacities.org and received before 5:00 pm on January 18. Absolutely no refunds will be provided after this date. Sending an alternate/substitute onsite will avoid financial penalty.

Jill Anderson

From: mdunn@cacities.org
Sent: Friday, October 26, 2012 1:01 PM
To: Jill Anderson
Subject: 2013 City Managers Department Meeting Registration Confirmation

Thank you for registering for the 2013 City Managers Department Meeting, January 30 - February 1 at the Parc 55 Wyndham in San Francisco. Please keep this confirmation for your records.

To make hotel reservations, please click on the link below:

<https://parc55hotel.reztrip.com/index.html#property=75&mode=b&pm=true&sr=18740>

Riverbank
Jill Anderson
City Manager
janderson@riverbank.org

2013 City Managers Department Meeting
San Francisco
Date: January 30, 2013 to February 01, 2013

1 City/County Managers \$625.00 \$625.00

Sub Total: \$625.00
Amount Paid: \$625.00
Balance: \$0.00

If you require special accommodations related to facility access, transportation, communication and/or diet, please contact mdunn@cacities.org before January 8.

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to the Conference registrar at mdunn@cacities.org and received before 5:00 pm on January 18. Absolutely no refunds will be provided after this date. Sending an alternate/substitute onsite will avoid financial penalty.



Details for Order #102-0956273-6769013

Print this page for your records.

Order Placed: November 16, 2012

Amazon.com order number: 102-0956273-6769013

Order Total: \$82.84

Shipping Soon

Items Ordered

4 of: *Wet Ones Antibacterial Hand Wipes Travel Pack, 15-Count (Pack of 12)* \$16.28

(colors may vary)

Condition: New

Sold by: Amazon.com LLC

Shipping Address:

Norma Torres-Manriquez
6707 3RD ST
RIVERBANK, CA 95367-2305
United States

Item(s) Subtotal: \$65.12

Shipping & Handling: \$12.04

Total before tax: \$77.16

Sales Tax: \$5.68

Shipping Speed:

Standard Shipping

Total for This Shipment: \$82.84

Payment Information

Payment Method:

Visa | Last digits: 6343

Item(s) Subtotal: \$65.12

Shipping & Handling: \$12.04

Total before tax: \$77.16

Estimated tax to be collected: \$5.68

Billing address

Norma Torres-Manriquez
6707 3RD ST
RIVERBANK, CA 95367-2305
United States

Grand Total: \$82.84

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2012, Amazon.com, Inc. or its affiliates

Received product prior to Nov 28th



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



CITY OF RIVERBANK

ACCOUNT NUMBER -5712
STATEMENT DATE 11-23-12
TOTAL ACTIVITY \$ 293.67

000016497 1 AT 0.374 106481885331682 P

DEBORAH OLSON
CITY OF RIVERBANK LRA
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

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

Cardholder [Signature] Date 12/11/12 Approver [Signature] Date 12/13/12

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
11-08	11-06	ADC 202-8225256 DC PUR ID: 4767070343 TAX: 0.00	24789302312312236839006	7399	200.00
11-15	11-13	SAVE MART #105 RIVE RIVERBANK CA PUR ID: 06175510105VPRY7000177052 TAX: 0.00	24427332319710023156005	5411	66.29
11-16	11-15	ACCUCONFERENCE 800-977-4607 NV PUR ID: 7910367361 TAX: 0.00	24492152320849103674419	4814	27.38

197-439-600-702-053 - \$266.29

198-439-502-702-053 - \$27.38

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -5712-		ACCOUNT SUMMARY	
	STATEMENT DATE 11-23-12	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES	\$293.67
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$293.67

Membership

Print



Membership Info

Constituent:	Debbie Olson (297096)	Organization Name:	City Of Riverbank
Membership:	SA: Staff Associate SUCCEED	Term:	1 YEAR
Transaction Date:	11/06/2012	Term Start/End:	11/06/2012 - 11/05/2013
Enroll Type:	JOIN	Source:	
Fee:	\$200.00	Change:	
Coupon Code:			

Payment Information

Method:	Authorize.net Approved		
Amount:	\$200.00		
Card #:	*****5712	Exp. Date:	12/13
CVV2:		Card Holder:	Debbie Olson
Transaction #:	4767070343		
Created:	11/6/12 12:30 PM by Debbie Olson	Last Updated:	11/6/12 12:30 PM by Debbie Olson

SAVE MART SUPERMARKETS

2237 Claribel Rd.
Riverbank Ca
Try Our Pharmacy at (209) 863-1483
Save Mart (209) 863-1480

Cashier: Lucy N Clerk# 2104
11/13/12 *CAC May* 14:58:48

GROCERY
FLAY CLSC MIX SACK 6.99 F
Regular Price 7.49
SSL COLA 2.99 TF
Regular Price 3.50
+SODA CRV .60 .60 TF
SSL DIET COLA 2.99 TF
Regular Price 3.50
+SODA CRV .60 .60 TF
SSL DNRWARE COMBO 1.29 T
DAIRY-DELI-FROZEN
SSF PREM HALF&HALF 3.89 F
PRODUCE-GARDEN
2.84 lb @ 1 lb / 3.99
GRAPES-RED SDLSS 11.33 F
SERVICE DELI
FRNCH CINNCTN TR MD 34.99 F
SUBTOTAL 65.67
TOTAL TAX .62

TOTAL 66.29

CREDIT CARDS TENDER 66.29
Acct:*****5712
APPRVL CODE 015697
CASH CHANGE .00

NUMBER OF ITEMS 9

Total Savings on Sale Items 1.52

YOU SAVED A TOTAL OF 1.52
THAT IS A SAVINGS OF 2%

Save Mart Rewards XXXXXXXXXXXXXXX5859


AccuConference
"Making Conferencing Simple & Affordable"

 Customer Service #
1.800.989.9239

 Your Customer Number is: **2509982**

 City of Riverbank - LRA
 Deborah Olson
 6707 3rd ST
 Riverbank, CA 95367

Statement Date: 10/15/2012 - 11/14/2012

Previous Balance:	\$21.13 USD
Payments:	-\$21.13 USD
Amount Overdue:	\$0.00 USD

November Current Charges:	\$23.75 USD
USF Recovery:	\$3.18 USD
Cost Recovery Fee:	\$0.45 USD
Total November Charge:	\$27.38 USD
Charged to Credit Card	
Ending *5712:	-\$27.38 USD

Total Amount Due:	\$0.00 USD
--------------------------	-------------------

Polling * Chat * PowerPoint * 100% Secure * No Download Required

 ** Access your account via the web: www.accuconference.com

	<u>Attendees</u>	<u>Minutes</u>	<u>Cost</u>
Conference Calls	13	608	\$23.75
Conference Lite Calls	0		<no usage>
Billing Fees			<no usage>


AccuConference
"Making Conferencing Simple & Affordable"

 Page: 1
 Customer Number: 2509982



AccuConference
"Making Conferencing Simple & Affordable"

Customer Service #
1.800.989.9239

Conference Call Detail

<u>Date of Call</u>	<u>Moderator</u>	<u>Conference Name</u>	<u>Acct Code</u>	<u>Callers</u>	<u>Total Mins</u>	<u>Rate</u>	<u>Charge for Call</u>
10/15/2012 2:59 PM	LRA - Moderator	LRA		8	305	0.0390	\$11.93
11/14/2012 11:59 AM	LRA - Moderator	LRA		5	303	0.0390	\$11.82
Subtotal for LRA				13	608		\$23.75

Thank you for using AccuConference by TalkPath LLC!

The FCC now mandates all conference calls placed on or after October 1st 2008 are subject to the Universal Service fee collected by the USAC.
FCC Site: http://hraunfoss.fcc.gov/edocs_public/attachmatch/DA-08-1689A1.pdf
AccuConference USF FAQ: <http://www.accuconference.com/USF.aspx>

November Current Charges:	\$23.75 USD
USF Recovery:	\$3.18 USD
Cost Recovery Fee:	\$0.45 USD
Total November Charge:	\$27.38 USD
Charged to Credit Card	
Ending *5712:	-\$27.38 USD

Do not pay



AccuConference
"Making Conferencing Simple & Affordable"

Page: 2
Customer Number: 2509982

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject:	Resolution Authorizing the Execution of Lessee Certificates for Two Copier Leases with US Bank
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION

It is recommended that City Council approve a Resolution authorizing Marisela Hernandez, Director of Finance to execute Lessee Certificates with US Bank for two copier leases that are funded in the current budget.

SUMMARY

It is proposed that the City execute two new copier lease contracts with US Bank for copiers located in the Recreation Department and Riverbank Police Services. A Resolution is required by US Bank in order to name a City Representative who will approve and authorize the execution and delivery of the Lessee Certificates. The Director of Finance, Marisela Hernandez, would be the City's designated representative in this matter.

BACKGROUND

It has been the City's practice to lease copy machines versus purchasing machines because of the cost benefits of leasing. Copy machines are similar to computers in that they have short useful lives, typically five (5) years. After the five year period, copy machines tend to become obsolete and become more difficult to maintain and obtain replacement parts because companies are continually producing newer models. By obtaining a five year (60 month) lease, the City is not burdened financially by purchasing a machine that will become obsolete and will be difficult to dispose of in five years. Copy machines typically have an approximate purchase value of \$13,000, not including maintenance fees.

The copy machines to be leased for the Recreation Department and for the Riverbank Police Services will be similar in speed and accessories to the machines they currently have. Copy machines offer more than copy capabilities. They have become scanners

which allow us to convert paper documents into digital documents allowing us to preserve important documents in a more efficient manner. In addition, the Recreation copy machine also doubles as their fax machine which decreases the office equipment necessary within the office.

Monthly lease fees will remain the same with the monthly maintenance costs decreasing as they are newer models that will require less maintenance. A breakdown of the monthly expenditures is as follows:

Recreation Department Lease

	Monthly Lease	Quarterly Maintenance
Current	\$241.59	\$306.13
Proposed	\$241.59	\$276.13
Total Proposed Annual Cost	\$2,899.08	\$3,313.56

Riverbank Police Services Lease

	Monthly Lease	Quarterly Maintenance
Current	\$311.39	\$520.30
Proposed	\$311.39	\$450.30
Total Proposed Annual Cost	\$3,736.68	\$5,403.60

There will be approximately \$400 in savings annually due to the decreased cost of the quarterly maintenance.

Attachments 2 and 3 provide detail of the documents that will be required to be signed in order to execute the lease agreements.

It is recommended that the City Council approve the Resolution authorizing Marisela Hernandez, Director of Finance, to execute Lessee Certificates for two copier leases with US Bank.

FINANCIAL IMPACT

The costs associated with the proposed leases are included in the FY 2012-2013 Adopted Budget. It is estimated that the new leases will reduce maintenance expenditure by \$400 annually.

ATTACHMENT

1. Resolution
2. Lanier Dealer Lease Agreement No. 1666341 for the Recreation Department.
3. Lanier Dealer Lease Agreement No. 1666343 for the Riverbank Police Services.

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING MARISELA HERNANDEZ, DIRECTOR OF FINANCE, TO EXECUTE
LEASE AGREEMENTS FOR TWO COPIER LEASES WITH US BANK**

WHEREAS, the City wishes to execute two new lease agreements with US Bank for new copy machines located at the Recreation Department and the Riverbank Police Services; and,

WHEREAS, the execution of said lease agreements would result in a decrease in expenditures due to maintenance cost savings; and,

WHEREAS, Marisela Hernandez, Director of Finance and Purchasing Officer for the City of Riverbank is the person designated to sign any and all documentation necessary for the execution of said lease agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorize Marisela Hernandez, Director of Finance to execute lease agreements with US Bank for copiers to be located in the Recreation Department and the Riverbank Police Services.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 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 O'Brien
Mayor

Attachments:

1. Lanier Dealer Lease Agreement No. 1666341 for the Recreation Department.
2. Lanier Dealer Lease Agreement No. 1666343 for the Riverbank Police Services.

LANIER

APPLICATION NO.
1666341

AGREEMENT NO.

provided
by:**usbank**

EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF RIVERBANK			6617 3 RD STREET	
CITY	STATE	ZIP	PHONE	FAX
RIVERBANK	CA	95367	(209) 863-7110	(209) 869-7126
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	

CITY	STATE	ZIP	E-MAIL
------	-------	-----	--------

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
PARKS & RECREATION 6707 3RD STREET RIVERBANK

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
MO-CAL OFFICE SOLUTIONS			1311 WOODLAND AVE.	
CITY	STATE	ZIP	PHONE	FAX
MODESTO	CA	95351	(209) 529-8121	(209) 529-8162

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
LANIER MPC3002 COLOR MFP	W492L800779

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments* of \$ 225.00 *plus applicable taxes
The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. Customer's Initials
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
--------	-----------	-------	-------

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF RIVERBANK		TITLE	DATED
-------------------	--	-------	-------

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
--------------------------------	-----------	-------	-------

94-6000407

FEDERAL TAX I.D. #	PRINT NAME
--------------------	------------

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

CITY OF RIVERBANK		TITLE	DATE OF DELIVERY
-------------------	--	-------	------------------

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY
--------------------------------	-----------	-------	------------------

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

AGREEMENT #
1666341

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by U.S. Bank Equipment Finance ("**Lessor/Secured Party**") to Riverbank, City of ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents**."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.
7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 20__.

U.S. Bank Equipment Finance

Riverbank, City of

Lessor/Secured Party

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

LESSEE'S CERTIFICATE

AGREEMENT #
1666341

Re: Agreement # 1666341, dated _____, between Riverbank, City of, as Lessee and U.S. Bank Equipment Finance, as Lessor.

The undersigned, being the duly elected, qualified and acting _____ of the Riverbank, City of ("Lessee") do hereby certify, as of _____, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____, 201__ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Riverbank, City of
By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

NON-APPROPRIATION ADDENDUM

Addendum to Agreement # 1666341, dated _____, between
CITY OF RIVERBANK, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"). If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (f) The Customer shall comply at all times with all applicable requirements of the Code. (g) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Lessor

Signature

Title

Date

CITY OF RIVERBANK

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LANIER

APPLICATION NO.

1666343

AGREEMENT NO.

provided
by:**usbank**

EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF RIVERBANK			6617 3 RD STREET	
CITY	STATE	ZIP	PHONE	FAX
RIVERBANK	CA	95367	(209) 863-7110	(209) 869-7126
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
POLICE DEPARTMENT 6727 3RD STREET RIVERBANK

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
MO-CAL OFFICE SOLUTIONS			1311 WOODLAND AVE.	
CITY	STATE	ZIP	PHONE	FAX
MODESTO	CA	95351	(209) 529-8121	(209) 529-8162

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
LANIER MPC4502 COLOR MFP	W512LB01462

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments* of \$ 290.00 *plus applicable taxes
The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. Customer's Initials
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
--------	-----------	-------	-------

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF RIVERBANK		TITLE	DATED
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
94-6000407			
FEDERAL TAX I.D. #	PRINT NAME		

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

CITY OF RIVERBANK		TITLE	DATE OF DELIVERY
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

AGREEMENT #

1666343

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by U.S. Bank Equipment Finance ("**Lessor/Secured Party**") to Riverbank, City of ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents**."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.
7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 20__.

Riverbank, City of

Customer

x

Signature

Date _____

Title

Date _____

A595 REV 05/12



EQUIPMENT FINANCE

LESSEE'S CERTIFICATE

AGREEMENT #
1666343

Re: Agreement # 1666343, dated _____, between Riverbank, City of, as Lessee and U.S. Bank Equipment Finance, as Lessor.

The undersigned, being the duly elected, qualified and acting _____ of the Riverbank, City of ("Lessee") do hereby certify, as of _____, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____, 201__ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Riverbank, City of
By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

NON-APPROPRIATION ADDENDUM

Addendum to Agreement # 1666343, dated _____, between
CITY OF RIVERBANK, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"). If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (f) The Customer shall comply at all times with all applicable requirements of the Code. (g) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

_____ Lessor	CITY OF RIVERBANK _____ Customer
_____ Signature	X _____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2013
Subject/ Title:	Resolution Appointing John Degele as a Planning Commissioner on an Interim Basis
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director

RECOMMENDATION

It is recommended that City Council appoint John Degele as a Planning Commissioner on an interim basis until a formal selection process can be determined and completed, consistent with the action taken by the City Council on December 17 to appoint other members of the Planning Commission on an interim basis.

SUMMARY

A resolution is needed to continue the term of Planning Commissioner John Degele until an open recruitment process can take place. Originally staff thought that his term expired on August 31, 2013 but later discovered that his term expired on August 31, 2012. The appointment of John Degele will allow the Planning Commission to function with four (4) members on an interim basis.

ANALYSIS

The appointment of Planning Commissioners is critical to continue the timely processing of permits and development applications. On January 15, 2013, the Planning Commission is scheduled to hear a Site Plan Review for the relocation of Taco Bell to the lot between Cool Hand Lukes and Delta Bank as well as a Use Permit for the sale of alcoholic beverages for Bev Mo in the Crossroads Shopping Center.

Planning Commissioner John Degele is being recommended for reappointment because he has demonstrated the knowledge and dedication towards a better Riverbank. In addition to serving as a Planning Commissioner, Mr. Degele is serving as a representative on the Housing Authority board. As a Planning Commissioner Mr. Degele has taken the time necessary to become familiar with issues and comes to the meetings prepared for a meaningful discussion.

Section 32.36 of the Riverbank Code of Ordinances states that the Planning Commission shall have five members and that all reside within the city postal code area. Commissioner Degele has provided a residency affidavit to the City.

The proposed reappointment will be only until a recruitment process can occur. Mr. Degele, like the other interim Planning Commissioners, would be eligible to file for reappointment.

BACKGROUND

The Planning Commission plays an important role in the City in assisting in the implementation of public policy, especially those issued related to community and economic development. State Government Code 65101 enables cities to create Planning Commissions. Locally, Section 32.40 of the Riverbank Code of Ordinances (Code) spell out the important duties of the Planning Commission. Section 32.37 of the Code states that, "the terms of the Planning Commission members shall be established by resolution of the City Council and may be changed from time to time in the same manner. All vacancies shall be filled for the unexpired term. A member of the Commission may be removed from the office by a majority vote of the Council, or by the Mayor, subject to approval of the Council".

FINANCIAL IMPACT

There is no fiscal impact associated with the reappointment of Mr. Degele.

ATTACHMENT

1. Exhibit A - April 13, 2009 New Business Staff Report and Minutes
2. Resolution

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: April 13, 2009

Subject/ Title: Appointment of Planning Commissioner

Submitted by: Richard P. Holmer, City Manager

City Manager Approval: _____

RECOMMENDATION:

Receive information from interview panel and appoint a new Planning Commissioner.

STAFF SUMMARY:

The resignation of Jaime Lopez created a vacancy on the Planning Commission. Two individuals submitted applications for the appointment prior to the deadline. The Mayor, Chair of the Planning Commission, and the Community Development Director interviewed both candidates on Thursday evening. Since the report was prepared prior to the interviews, there is no recommendation included in this report.

The term will expire August 31, 2012.

FINANCIAL IMPACT:

Not applicable

ATTACHMENT:

None

Item 3.G: Resolution No. 2009-016 to Approve the Downtown Revitalization Committee Amended Bylaws.

Item 3.H: Authorize Director of Finance to make the Application for Grant Funding through the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Program available to the public for review.

Recommendation: Approval by roll call vote of Consent Calendar.

ACTION: By motion (Fielder / Benitez / passed 5-0) to approve by roll call vote Consent Calendar Items 3.A through 3.H as presented.

4. UNFINISHED BUSINESS

None.

5. PUBLIC HEARINGS

None.

6. NEW BUSINESS

Item 6.1: Appointment of Planning Commissioner.

Recommendation: Receive information from interview panel and appoint a new Planning Commissioner.

Richard Holmer, City Manager, presented the staff report, informing Council that Mr. Jaime Lopez resigned as Planning Commissioner and two individuals applied to fill the vacancy. J.D. Hightower, Director of Community Development, served on the interview panel and recommended Mr. John Degele to fill the vacancy and Mr. Carlos Villapudua, to serve as the Alternate Planning Commissioner.

ACTION: By motion (White / Fielder / passed 5-0) to approve by roll call vote Mr. John Degele as Planning Commissioner and Mr. Carlos Villapudua as Alternate Planning Commissioner as presented.

Item 6.2: Council Appointments to Serve on the City/School District Committee and to Serve as the Alternate Riverbank Representative for ROTA.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPOINTING PLANNING COMMISSONER JOHN DEGELE ON AN ITERIM BASIS

WHEREAS, Section 32.37 (A) of the Riverbank Code of Ordinances specifies that, "the terms of the Planning Commission members shall be established by resolution of the City Council and may be changed from time to time in the same manner."; and

WHEREAS, there is a need to reappoint Planning Commissioner John Degele on and interim basis; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank appoints John Degele as a Planning Commissioner on an interim basis until such time that an open recruitment process can take place.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 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 O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2013
Subject:	Request Partial Funding for a Study Assessing the Oakdale Animal Control Shelter
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review the request and provide staff direction.

SUMMARY

The City of Riverbank has been contracting with the City of Oakdale for animal shelter services since 2008. The City budgeted \$152,000 for the 2012-2013 fiscal year for this contract.

On December 17, 2012, Oakdale City Council took action authorizing their staff to enter into a contract to conduct a study assessing the viability of a new animal control facility. The funds allocated were not to exceed \$4,400. The City of Oakdale is requesting that the City of Riverbank participate, as a partner of animal services, by sharing the cost of the assessment for \$2,200.

Representatives from the City of Oakdale and the non-profit organization ASTRO (Animal Shelter To Riverbank/Oakdale) are present to answer questions that Council may have.

BACKGROUND

The Oakdale Animal Shelter is an 800 square foot cinder block building that was built in 1974 to serve a population of approximately 5,000. The City of Oakdale and Riverbank with assistance from OSPA (Oakdale Shelter Pet Alliance) and private donations has increased the capacity of the shelter by adding kennels to the exterior of the building, an exercise/play area, and by updating and renovating the existing kennels.

The City of Oakdale has been operating out of the existing animal shelter building for nearly forty years. According to Chief Jenkins from City of Oakdale Police Services, the capacity of this building is inadequate for sheltering animals for two Cities with a total population of almost 50,000 people. Donations from the public and hard work by the City staff members and OSPA volunteers have allowed continued operation out of this site. However, planning for future growth will require the building of a new structure since the point has been reached where it is no longer practical to add more kennels and management of the animals is difficult and inefficient.

Recently Oakdale was approached by a new local foundation, ASTRO (Animal Shelter To Riverbank/Oakdale) that was interested in raising funds to build a new shelter. In speaking with members of this foundation it was determined that the first logical step to take in this process is to fund a needs assessment to determine the required capacity for a new shelter, the costs and feasibility. Chief Lester Jenkins with Oakdale Police Services felt that it was appropriate for the Cities to fund the needs assessment and not a third party to maintain impartiality of the report.

FINANCIAL IMPACT

The vendor that the City of Oakdale has approved is Animal Arts, a company based in Colorado. The bid amount is \$3,400 for the Needs Assessment plus travel expenses not to exceed \$1,000. The total maximum cost of \$4,400 would be split between the Cities of Oakdale and Riverbank. Financial impact for the City of Riverbank would not exceed \$2,200.

The City of Riverbank currently has budgeted funds for animal shelter services. If the funds available are not sufficient to cover the additional \$2,200, a budget adjustment may be required from the General Fund at the end of this fiscal year.

ATTACHMENTS

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK PARTNERING WITH THE CITY OF OAKDALE TO PROVIDE PARTIAL FUNDING FOR A STUDY ASSESSING THE VIABILITY OF A NEW ANIMAL CONTROL FACILITY

WHEREAS, the City of Riverbank contracts with the City of Oakdale for Animal Control Services; and

WHEREAS, the current building used to shelter animals for the City of Oakdale was built in 1974, nearly a 40 year old facility built for an animal population of approximately 5,000; and

WHEREAS, the capacity of the current building serving two cities with a total population of approximately 50,000 people is inadequate for the sheltering of animals; and

WHEREAS, donations from the public, volunteer services from the Oakdale Shelter Pet Alliance, and City staffs have provided minimal improvements to maintain the current facility; and

WHEREAS, the Animal Shelter Riverbank/Oakdale non-profit group in the City of Oakdale was formed with the intention of raising private funds to build a new facility; and

WHEREAS, the City of Oakdale City Council took action on December 17, 2012, authorizing to enter into a contract with Animal Arts, a firm based out of Colorado, to conduct the needs assessment for a cost not to exceed \$4,400; and

WHEREAS, planning for growth will require the construction of a new facility of which an assessment would be prudent for the future needs of both cities; and

WHEREAS, a partnership of Animal Control Services exists between the City of Riverbank and the City of Oakdale and therefore the City of Riverbank will share in the cost of the assessment study for an amount not to exceed \$2,200.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorize the payment for one-half the cost of the Needs Assessment for a new Animal Shelter not to exceed \$2,200.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 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 O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2013
Subject/Title:	Engage LAFCo Staff to Perform a Municipal Services Review and Associated Reallocation of Funds
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director

RECOMMENDATION

It is recommended that City Council authorize the City Manager to engage LAFCo to perform a Municipal Services Review (MSR) with a cost of \$8,500. It is also recommended that City Council authorize the reallocation of \$1,800 currently budgeted for Planning Division - Memberships/Dues/Books to the Planning Division - Other Contract Services Account, which would then have a balance sufficient to fund the MSR project.

INTRODUCTION

The Stanislaus County Local Agency Formation Commission (LAFCo) has requested that the City of Riverbank conduct a Municipal Services Review (MSR) and has offered to perform the work in cooperation with the City, which could prove very cost effective. State law also requires an MSR prior to amending a Sphere of Influence (SOI) of a jurisdiction or special district. It is likely that the City will need to consider amending its SOI in the near future to accommodate future economic activity.

BACKGROUND

The Cortese-Knox-Hertzberg Act (California Government Code Section 56430) requires the Commission to complete the Municipal Service Review (MSR) to develop baseline information for updating Riverbank's Sphere of Influence. The statute sets forth the form and content of the MSR report, which must inform the Commission's determinations on the following nine issues:

- Infrastructure needs or deficiencies;
- Growth and population projections for the affected area;
- Financing constraints and opportunities;
- Cost avoidance opportunities;

- Opportunities for rate restructuring;
- Opportunities for shared facilities;
- Government structure options, including advantages and disadvantages of consolidation or reorganization of service providers;
- Evaluation of management efficiencies; and
- Local accountability and governance.

A municipal service review is required prior to preparing a Sphere of Influence Update. The Sphere of Influence is LAFCo's planning document for the ultimate service boundary for Riverbank. Prior to adopting a Sphere of Influence Map and Sphere Policies, the Commission must make determinations based on supporting evidence with regard to the following:

- The present and planned land uses in the area.
- The present and probable need for public facilities and services in the area.
- The present capacity of public facilities and adequacy of public services, which the city provides or is, authorized to provide.
- The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to Riverbank.

The Sphere of Influence Update contemplated at this time is the 59.51 acre parcel on the northwest corner of Claribel Road and Oakdale Road. This area is within the City of Riverbank's General Plan Study Area and is designated as Community Commercial in the General Plan. The purpose of the MSR is to demonstrate empirically that the City can logically and efficiently serve the area contemplated for inclusion within a SOI.

DISCUSSION

Stanislaus County Local Agency Formation Commission (LAFCo) staff has indicated a willingness and has the ability to perform a MSR for Riverbank. State law requires an MSR prior to amending a Sphere of Influence (SOI) of a jurisdiction or special district. Currently the City of Riverbank SOI in the Crossroads area is co-terminus with City limits on Oakdale Road. Property must be within a city's SOI before it can be annexed and incorporated into the City. LAFCo may approve both a SOI amendment and annexation concurrently, although the two actions are separate and distinct from one another.

The MSR is the first step towards annexation of the property and developing the property in accordance with the vision of the General Plan. The property agent for the 59.51 acre parcel on the northwest corner of Claribel Avenue and Oakdale Road has approached the City with an interest in annexation. This property is designated by the General Plan as Community Commercial. The Other Professional Services account was created for economic development support services. Being the first step towards having this commercially designated land annexed into the City is viewed as assisting the City in achieving its economic development goals.

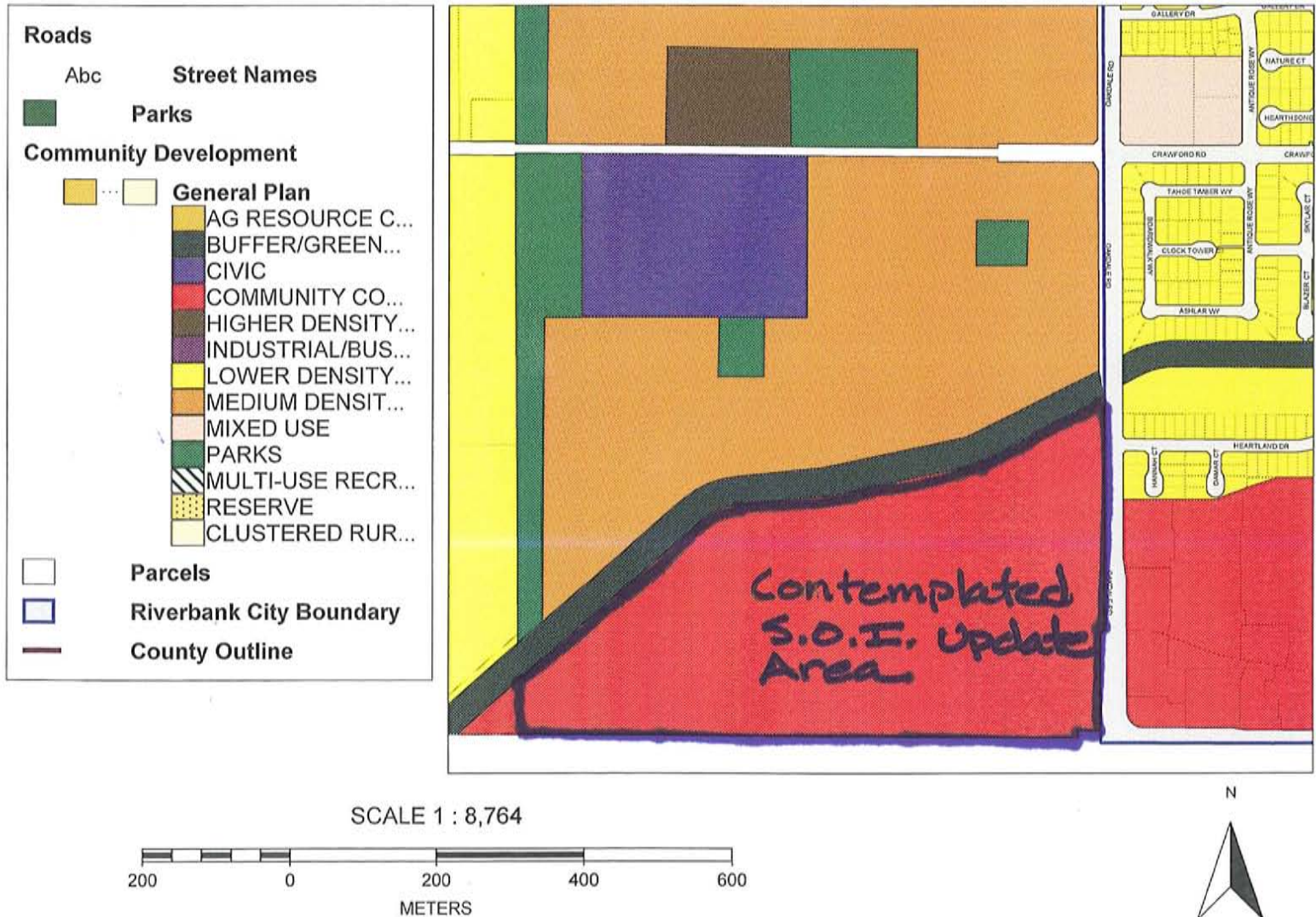
FINANCIAL IMPACT

The cost of the proposed project is \$8,500 and would be paid for with funds currently budgeted in Planning Division accounts. It is recommended that the current balance of \$6,700 in Account 101-405-702.034 (Other Contract Services) be supplemented with a reallocation of \$1,800 from Account 101-405-706.036 (Memberships, Dues, Books, Etc.) to fund the project. An additional appropriation would not be needed to fund the project.

ATTACHMENT

1. Contemplated Sphere of Influence Update
2. Resolution

Attachment "A"



CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK OF STANISLAUS COUNTY APPROVING THE ENGAGEMENT OF LAFCO STAFF TO PERFORM AND REALLOCATION OF FUNDS TO PERFORM A MUNICIPAL SERVICES REVIEW

WHEREAS, the City of Riverbank General Plan Goal LAND-1 is, “Managed Urban Growth that Benefits the Entire Community”; and

WHEREAS, the City of Riverbank General Plan Overarching Economic Development Goal is, “Planning for a community where businesses can thrive and attract wealth, create jobs and income growth for local residents, generate revenue for local government, serve local market needs, and help revitalized older neighborhoods”; and

WHEREAS, in carrying out these goals, City staff met with the property agent for the 59.51 acre parcel located on the northwest corner of Oakdale Road and Claribel Road where the agent expressed an interest in taking the necessary steps for the property to be annexed to the City of Riverbank; and

WHEREAS, this property currently has a General Plan Land Use Designation of Community Commercial and is adjacent to other already developed property also designated as Community Commercial; and

WHEREAS, the Community Commercial designation is defined by the General Plan as, “areas with this designation are anticipated to be developed for retail, employment, and/or commercial services”; and

WHEREAS, in accordance with the Cortese-Knox-Hertzberg Act (California Government Code Section 56430) the Municipal Services Review is highly beneficial to the City for managing growth and is necessary for annexation; and

WHEREAS, City staff met with LAFCo staff to discuss the performance of a Municipal Services Review and LAFCo staff expressed a willingness and ability to perform such services for the City with an expected cost of \$8,500.00; and

WHEREAS, General Plan Policy LAND-1.4 states that, “Existing infrastructure in areas seeking annexation will be evaluated to determine the costs necessary to bring such infrastructure up to City standards” and Municipal Services Review will assist the City in the implementation of this General Policy; and

WHEREAS, General Plan Policy ED-7.1 states that, “The City will continue to pursue regional retail development opportunities that would serve the growing population in Riverbank and surrounding communities” and the performance a Municipal Services Review for the contemplated property implements this policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank directs staff to engage LAFCo staff for the performance of a Municipal Services Review for the contemplated inclusion of 59.51 acres into Riverbank’s Sphere of Influence and directs staff to reallocate \$1,800 from Account 101-405-706.036 (Memberships, Dues, Books, Etc.) to account 101-405-702.034 (Other Contract Services).

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 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 O’Brien
Mayor

Attachments: Boundary Map

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2013
Subject:	Annual Nomination and Appointment of the Vice Mayor
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor and the City Council, by motion for approval, make the appointment for a one-year term.

SUMMARY

At the beginning of each year, the City Council considers rotation of the Vice Mayor designation. Through nomination by the Mayor and favorable motion to approve by the majority vote of the City Council, the Councilmember appointed will serve as Vice Mayor for a one-year term.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: January 14, 2013

Subject: Appointments of Members of the City Council to External Boards and Committees and Internal Liaison Committee Seats for the Year 2013

From: Jill Anderson, City Manager

Submitted by: Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council: 1) review the appointment list of intergovernmental boards and committees and the internal City liaison committee seats; 2) volunteer or recommend a member of the City Council to serve as the City Council representative; 3) ratify the appointments for the year 2013 by roll call vote.

SUMMARY

One of the first orders of business of a new year is the review and revision of the list of Council Member appointments to external boards and committees and internal city liaison committee seats.

The City's participation in various intergovernmental boards and committees provides a valuable opportunity for the City's Legislative Body to actively engage in the discussion and decisions that affect the residents of Riverbank and, just as importantly, to ensure the City's best interests are taken into consideration. In addition, Council Member participation as a liaison to internal City committees serves as a critical role for Members to share the City Council's perspective and recommendations on matters to be addressed while, simultaneously, provide a key opportunity to connect with and learn from a diverse committee that offers various interests and expertise.

Upon ratification of the attached list, formal notification of the appointments will be made by staff to the respective boards and committees.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Attachment A – Intergovernmental Boards and Committees and Internal Liaison Committee Seat Appointments

CITY COUNCIL INTERGOVERNMENTAL BOARDS / COMMITTEES APPOINTMENTS

(The list reflects Committee appointments for the year 2012)

COMMITTEE	COUNCIL LIAISON (2012 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> <u>Meets:</u> Quarterly, TBD when scheduled <u>Location:</u> It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is lead by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Virginia Madueño (primary) Richard O'Brien (alternate)
<u>LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE</u> <u>DELEGATE</u> The League of California Cities is an association of California City Officials who work together to enhance their knowledge & skills, and exchange information & combine resources so that they may influence policy decisions that affect cities.	Delegate designated annually in June by City Council prior to the annual League conference in September.
<u>NORTH COUNTY CORRIDOR TRANSPORTATION</u> <u>EXPRESSWAY AUTHORITY BOARD</u> <u>Meets:</u> 3rd Wednesday of every alternate month; 4:30-6 pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (basement) Modesto, 95354 The North County Corridor Transportation Expressway Authority (Authority) is the lead implementing agency for the North County Corridor State Route 108 East Route Adoption. The Authority leads the overall effort. These meetings pertain to locating the best route for the northern expressway from Hwy 99 to the eastern side of Oakdale.	Virginia Madueño (primary) Richard O'Brien (alternate)

CITY COUNCIL
INTERGOVERNMENTAL BOARDS / COMMITTEES APPOINTMENTS

(The list reflects Committee appointments for the year 2012)

COMMITTEE	COUNCIL LIAISON (2012 - Appointments)
<u>SAN JOAQUIN VALLEY</u> <u>AIR POLLUTION CONTROL DISTRICT</u> <u>SPECIAL CITY SELECTION COMMITTEE</u> <u>Meets:</u> as needed <u>Location:</u> Northern Region Office, 4800 Enterprise Way, Modesto This Committee is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's (District's) Governing Board.	Dotty Nygard (primary) Jesse James White (alternate)
<u>STANCOG – POLICY BOARD</u> <u>Meets:</u> The 3rd Wednesday of each month; 6:pm <u>Location:</u> 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional issues.	Richard O'Brien (primary) Virginia Madueño (alternate)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES</u> <u>DISASTER COUNCIL</u> <u>Meets:</u> Twice a year or as necessary, at 1:30 pm <u>Location:</u> Ray Simon Training Center, 3805 Cornucopia Way, Bldg A, Modesto To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Dotty Nygard (primary) Jeanine Tucker (alternate) (The appointed Councilmember serves a 2-year term)

CITY COUNCIL
INTERGOVERNMENTAL BOARDS / COMMITTEES APPOINTMENTS
(The list reflects Committee appointments for the year 2012)

COMMITTEE	COMMITTEE LIAISON (2012-Liaisons)
<u>STANISLAUS COUNTY CITY SELECTION COMMITTEE</u> <u>Meets:</u> Annually or as needed; <u>Location:</u> City/County Board Chamber, 1010 10th Street, Modesto Committee appoints representatives to committees such as LAFCO, SJ Valley Air Pollution Citizen Advisory Committee, & Hazardous Waste Management.	Virginia Madueño (primary) Dotty Nygard (alternate)
<u>STANISLAUS COUNTY MAYOR’S COMMITTEE</u> <u>Meets:</u> 2nd Wednesday of every month <u>Location:</u> TBD when scheduled Informal gathering of Stanislaus County Mayors	Virginia Madueño (primary) Dotty Nygard (alternate)
<u>STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE BOARD</u> <u>Meets:</u> Alliance on 3rd Monday of every odd month; Executive Committee meets on 3rd Monday of every even month. <u>Location:</u> TBD Promote economic development & stimulate workforce preparations within Stanislaus County; reduce unemployment through the expansion, retention, and attraction of business & industry to the area; increase the employment, retention & earnings of the workforce; increase the occupational skills of the workforce.	Virginia Madueño (primary) City Manager (alternate)

CITY COUNCIL - CITY COMMITTEE APPOINTMENTS

(This list reflects Committee Assignments of 2012)

CITY COMMITTEE	COUNCIL LIAISON (2012-Appointments)
BUDGET ADVISORY COMMITTEE (BAC) Meets: as needed, in Council Chamber or City Hall South Conference Room This Committee discusses and makes its recommendations, in an advisory role, to the City Council on projects, programs, and policies related to the City's operating budget. The Committee is comprised of seven (7) residents of the City of Riverbank, one Council representative, and a Council alternate.	Dotty Nygard (primary) Richard O'Brien (alternate)
FRIENDS OF JACOB MYERS PARK (JMP) (separate from City with its own 501-c designation) Meets: on a monthly basis in Council Chamber Works on projects, park planning, and fundraising events.	Dotty Nygard
SISTER CITY COMMITTEE Meets: as needed Meets to exchange cultural information between Sister Cities; plans visits to & from; holds fundraisers.	Virginia Madueño (primary) Jeanine Tucker (alternate)
ENVIRONMENTAL REVIEW COMMITTEE Meets: as needed Early reviews of environmental studies.	Richard O'Brien
ECONOMIC DEVELOPMENT COMMITTEE (RESOLUTION NO. 2011-019) Meets: as needed Makes recommendations/finds opportunities to create jobs.	Jeanine Tucker (primary) Virginia Madueño (alternate)

CITY COUNCIL - CITY COMMITTEE APPOINTMENTS

(This list reflects Committee Assignments of 2012)

CITY COMMITTEE	COUNCIL LIAISON (2012-Appointments)
DOWNTOWN REVITALIZATION COMMITTEE Meets: as needed Study issues, projects, needs for the downtown area and makes recommendations accordingly.	Vice Mayor Dotty Nygard (primary) Councilmember J. J. White (Alt.)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2013
Subject:	Reconsider Proposed Appointment Options to Fill the Vacant Councilmember Seat
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council reconsider the options previously presented and give direction to staff. The options to consider are: 1) to appoint the candidate that received the next highest number of votes in the 2012 General Municipal Election; or 2) to conduct a recruitment process and appoint an applicant; or 3) call for a special election.

INTRODUCTION

At the December 10th City Council meeting and again at the December 17th Special City Council meeting, the City Council reviewed provisions of State law governing the filling of a City Council vacancy, as well as the options to appoint or call for a special election to fill the vacant Councilmember position that was created by the election of former Councilmember O'Brien to the position of Mayor. On December 10th, the City Council unanimously agreed, by consensus, to not call for a special election, however, the City Council did not agree on the appointment process to use to fill the vacancy. If this impasse cannot be resolved by the February 8, 2013 deadline, a special election will be necessary.

BACKGROUND

Pursuant to Government Code Section 36512(b), if a vacancy occurs in an elective office, the City Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call for a special election.

The 60-day period to fill the vacancy began on December 10, 2012, when Mayor O'Brien took his office seat and vacated his Councilmember seat with a remaining two-year term that will expire December 2014. As of today, 25 days remain to make an appointment and failure to do so by February 8, 2013, will invoke the provision to fill the vacancy through a special election.

State laws do not define the process by which an appointment must be made; rather it is left to the discretion of the City Council to determine by consensus what method will be used to make an appointment.

ALTERNATIVES TO RECONSIDER

Alternative 1: Select the Candidate with the Next Highest Number of Votes Cast

City Council may reconsider appointing the candidate from the November 6, 2012, General Municipal Election who received the next highest number of votes cast for the office of Councilmember; if offer is declined, City Council may continue through the list of candidates by number of highest votes, or stop the process and reconsider options.

- The certified results confirm that Mr. Cal Campbell is the candidate with the next highest number of votes cast.

Alternative 2: Recruitment and Selection Process

At the December 10th and December 17th meeting, Members of the City Council proposed two options for this process: 1) to conduct this process by only soliciting applications from the unelected candidates of the 2012 General Municipal Election; or 2) to conduct this process by soliciting applications from all eligible Riverbank residents. (Applicants must be a registered voter and Riverbank resident.)

The interview and selection process would be conducted in an open and public meeting, either collectively or one-by-one. The following is a proposed schedule to consider:

DATE	ACTION
January 15 (Tuesday)	▪ Staff finalizes recruitment materials ▪ Staff publicizes recruitment
January 16 – 25 (Wed-Fri)	Open recruitment period: ▪ Opens Wednesday, January 16 at 8:00 a.m. ▪ Closes Friday, January 25 at 5:00 p.m.
January 25 -28 (Fri – Mon)	City Council Members individually receive and review applications
January 28 (Monday)	Regular City Council meeting: ▪ select applicants to interview
January 29 (Tue – Wed)	Staff arranges interview process with interviewees
February 4 (Monday)	Special City Council meeting to: ▪ interview and appoint an applicant to the vacancy ▪ administer oath to appointee

Call for a Special Election

Pursuant to the Government Code, if a special election is called to fill the vacancy, the election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

- Tuesday, June 4, 2013, is the following established election date, which meets the 114-day requirement.
 - A temporary appointment may be made (4-5 months) up to the installation of the elected official, however, must be done by the 60-day deadline of February 8, 2013. (Consider Alternatives 1 and 2.)
 - The office seat could remain vacant until the installation of the elected officer.
 - Cost of a special election is approximately \$38,000 to \$57,000; depending on several factors to conduct the election.
 - Riverbank's March 8, 2011 Special Election cost the City \$30,000.
 - If an election were conducted, the anticipated installation of the elected officer would be at the regular City Council meeting of Monday, June 24, 2013.
- The Stanislaus County Elections Official has informed the City that there is a possibility of conducting an all mail ballot election that would occur on August 27, 2013, which would estimate the cost of a special election between \$35,600 and \$57,000.

FINANCIAL IMPACT

There are minimal direct costs in conducting the appointment process to fill the office vacancy. The history of costs for the rendering of election services from the Stanislaus County Elections Division, have typically been less than what has been anticipated. Based on an estimated range of registered voters and approximate cost per voter, it is anticipated the special election would cost approximately \$38,000 to \$57,000, or a potential all mail ballot election would cost approximately \$35,600.00 to \$57,000.

ATTACHMENT

1. Draft Application



APPLICATION

For Appointment to Fill Councilmember Vacancy City of Riverbank

**APPLICANTS MUST BE RESIDENTS AND
REGISTERED VOTERS OF THE CITY OF
RIVERBANK**

For Official Use

Riverbank Resident Yes ___ No ___

Registered Voter Yes ___ No ___

Please type or print

Name ☐ Mr. ☐ Ms. _____
*Last**First**Middle Initial*

Home Address _____
*Address**City**Zip*

Home Phone (____) _____ Cell Phone (____) _____ (optional)

Work/Alternate Phone (____) _____ Email _____

Current Employment Information

Employer _____

Address _____

Position _____ Dates of Employment _____

Responsibilities _____

Questionnaire

(A separate sheet may be attached)

Please describe your education, training, and/or any special certifications:

(Upon submission to the City of Riverbank, this document becomes a public record.)

Please explain why you want to be appointed to the City Council:

Please list any previous City of Riverbank Board, Commission, or Committee on which you have served and/or local government process:

Please list any community organizations to which you belong or have belonged:

Please provide any additional information you wish which covers your qualifications, interests, or training related to this appointment:

I have sufficient time to devote to this responsibility and will attend the required meeting(s) if I am appointed. I am also aware that this application is a public document. If appointed, I will file the necessary disclosure documents as required under the Political Reform Act.

I declare under penalty or perjury that all statements in this application and any attached responses are true and complete to the best of knowledge and belief.

Signature _____ Date _____

Please return your application by **5:00 p.m. on Wednesday, January 25, 2013** to:

**Office of the City Clerk
City of Riverbank
6707 Third Street
Riverbank, CA 95367**

No application will be accepted after the deadline.

(Upon submission to the City of Riverbank, this document becomes a public record.)