



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

AGENDA

MONDAY, MARCH 24, 2014 – 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE CITY CLERK'S OFFICE AND AT WWW.RIVERBANK.ORG)

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

CONFLICT OF INTEREST

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

1. PRESENTATIONS **There are no presentations.**

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the March 10, 2014, Special City Council Minutes.

Item 3.C: Second Reading by Title Only and Adoption of Ordinance No. 2014-002 of the City Council of the City of Riverbank Amending Title XV: Land Usage; Chapter 150: Building Regulations; Repealing Sections 150.01 through 150.15 and Establishing New Standard Codes Sections 150.01 through 150.15, Adopting by Reference the 2013 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code and California Referenced Standards Code with Appendices and Amendments Thereto.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS

Item 5.1: Consideration of: 1) Adopting a Resolution Approving the New Proposed Solid Waste Services and Related Fee Increases; and 2) Adoption of a Resolution Approving the City Manager to Enter into a New Franchise Agreement with Gilton Solid Waste Management, Inc. to Continue Providing Residential and Commercial Solid Waste Services – It is recommended that City Council:

- 1) Open the public hearing
- 2) Receive public comment
- 3) Close the public hearing
- 4) Direct that the matters be rescheduled to a future date and to have the public notice process be repeated to reflect the requirements of Proposition 218.

6. NEW BUSINESS

Item 6.1: **Agreement with the Riverbank Rotary Club to Assume the Event Rights for the Riverbank Cheese & Wine Festival** – It is recommended that the City Council review the information presented and provide direction. If the City Council directs staff to move forward, it is further recommended that the City Council:

- 1) Authorize the City Manager to execute an agreement with the Rotary for the assumption of the event rights with terms consistent with the direction of City Council provided at the meeting of March 24, 2014, and in substantially the same form as the draft contract included with the agenda report; and
- 2) Authorize the City Manager to execute a contract for an Event Coordinator, not to exceed \$20,000; and
- 3) Authorize an allocation of \$5,000 in the 2013-2014 Budget as seed money to address miscellaneous planning expenses.

Item 6.2: **A Resolution of the City Council of the City Of Riverbank, California, Authorizing the Additional Appropriation of \$5,500.00 from the General Fund to Complete the Restoration of the North City Hall Building by Painting All Exterior Building Walls** – It is recommended that the City Council consider approving the expenditure of funds for the painting of City Hall North Building.

Item 6.3: **A Resolution of the City Council of the City of Riverbank, California, Authorizing the Additional Appropriation of \$6,500.00 from the General Fund for the Purchase of a New Thermal Blanket for the Riverbank Community Pool** – It is recommended that the City Council consider the purchase of a Thermal Blanket for the Riverbank Community Pool.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Item 7.2: Council/Authority Member Comments

Item 7.3: Mayor/Chair Comments

8. CLOSED SESSION**Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code § 54956.9(a)

Name of Case: Andria Allen and Frances Allen v. City of Riverbank
Stanislaus Court Case No. 670739**Recommendation:**

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

9. REPORT FROM CLOSED SESSION**Item 9.1: Report from Closed Session Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION****ADJOURNMENT** (The next regular City Council meeting –Tuesday, April 8 @ 6:00 p.m.)**UPCOMING EVENTS:**

Open Until Filled	§ <u>Budget Advisory Committee:</u> Applications are currently being accepted. Visit www.riverbank.org or Contact Marisela Garcia at 863-7110.
March 1	§ <u>Spring/Summer Activity Guides are available at City Hall.</u>
March 3 (1st week)	§ <u>BEGIN: New City Hall Office Hours</u> o Monday – Thursday; 7:30 a.m. to 5:30 p.m. o Friday; 8:00 to 5:00 p.m.
March 10 (2nd week)	§ <u>New City Hall Office Hours:</u> o <u>Monday – Thursday; 7:30 a.m. to 5:30 p.m.</u> o <u>Friday – Closed</u> This two-week period schedule is repeated thereafter, with City offices closing every alternating Friday. For a calendar and time schedule visit www.riverbank.org
March 28 (Friday)	§ <u>CITY OFFICES CLOSED – (New office hours schedule)</u>
April 8 (Tuesday)	§ <u>New City Council Meeting Day Begins:</u> City Council unanimously voted to change the City Council meetings to the 2nd and 4th Tuesday of each month at 6:00 p.m. beginning April 8th.
April 15 (Thursday)	§ <u>Planning Commission Meeting:</u> 6:00 p.m. at the City Hall Council Chambers.
April 26 (Saturday)	§ <u>Riverbank RiverFest - Jacob Myers Park 10:am – 3:pm</u> § <u>K-run starts at 9:00 a.m.</u>

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 19th day of March, 2014

/S/ Annabelle H. Aguilar, CMC, City Clerk / L R A Recorder

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

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

GENERAL INFORMATION

Meeting Schedule	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Mondays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, if available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 24, 2014
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B**

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 24, 2014
Subject:	Approval of the March 10, 2014, City Council / Local Redevelopment Authority Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board approve the City Council /LRA Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the March 10, 2014, regular City Council / Local Redevelopment Authority Board meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. March 10, 2014, regular City Council/LRA Minutes



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

MINUTES
MONDAY, MARCH 10, 2014

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

CALL TO ORDER:

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

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

INVOCATION: Pastor Chris Martin, Living Grace Church

ROLL CALL:

Present Mayor/Chair Richard D. O'Brien; Vice Mayor/Chair Cal Campbell
Council/Authority Members: Darlene Barber-Martinez, Leanne Jones Cruz, and Jeanine Tucker

CONFLICT OF INTEREST

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

No one declared a conflict.

1. PRESENTATIONS

Item 1.1: Recognition of City Employees for their Longevity, Dedication, and Outstanding Service to the City.

Mayor O'Brien commended the employees for their outstanding performance and longevity and presented each employee with a certificate of recognition and award. The employees recognized were Jose Lopez, Marisela Garcia, Curtis Myer, Melissa

Holdaway, Kathleen Cleek, Chris Smith, Raymond Pimentel, Tim Dowdy, Laura Graybill, and Sue Fitzpatrick.

Item 1.2: Proclamation Declaring the Month of March as American Red Cross Month.

Mayor O'Brien presented a proclamation to Ms. Debbie Calcote, Disaster Program Manager, who spoke about their efforts and services in time of need, and thanked City Council for the recognition.

Item 1.3: Presentation of the Riverbank Unified School District's Local Control Accountability Plan.

Dr. Camp, Superintendent of the Riverbank Unified School District, presented the Plan.

Item 1.4: Strategic Plan Update.

City Manager, Jill Anderson, presented the Strategic Plan update.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please address the entire City Council/LRA Board.

Julio Avila, VIACC Church, spoke in regards to the ability to use a city facility at no cost to conduct a free basketball program for special needs children.

Ramon Bermudez spoke in regards to the lack of responses to his concerns and will no longer bring them to the attention of 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/LRA Board unless otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

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

Item 3.B: Approval of the February 24, Regular City Council Meeting Minutes.

Item 3.C: **Resolution No. 2014-011** of the City Council of the City of Riverbank **Appointing Two Members to the Budget Advisory Committee** – As recommended by Mayor O'Brien, it is recommended that the City Council approve by resolution the appointment of Anthony D. McKinney and Zachary P. Davidson as members to the City of Riverbank Budget Advisory Committee.

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

ACTION: *By motion moved/seconded (Tucker / Barber-Martinez / passed 5-0) to approve Consent Calendar Items 3.A and 3.C as presented; motion carried by unanimous City Council roll call vote.*

AYES: *Barber-Martinez, Jones Cruz, Tucker, Campbell, and Mayor O'Brien*

NAYS: *None*

ABSENT: *None*

ABSTAINED: *None*

4. UNFINISHED BUSINESS There were no items to consider.

5. PUBLIC HEARINGS

Item 5.1: First Reading and Introduction by Title only of an Ordinance of the City Council of the City of Riverbank Amending Title XV: Land Usage; Chapter 150: Building Regulations; Repealing Sections 150.01 through 150.15 and Establishing New Standard Codes Sections 150.01 through 150.15, Adopting by Reference the 2013 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code and California Referenced Standards Code with Appendices and Amendments thereto – It is recommended that the City Council conduct the first reading and introduction by title only of the ordinance presented, and consider its approval by roll call vote to conduct a second reading by title only at the March 24, 2014, regular City Council meeting and consider its adoption. (Public hearing notice published February 26, 2014 in the local newspaper.)

Marisela Garcia, Director of Finance/Interim Director of Development Services Administration, presented the staff report; City Council and Staff discussed the item.

Mayor O'Brien opened the Public Hearing at 6:10:44 p.m.

- No one spoke for or against the item.**

Mayor O'Brien closed the Public Hearing at 6:10:54 p.m.

ACTION: By motion moved/seconded (Barber-Martinez / Campbell / passed 5-0) to approve Ordinance No. 2014-002 for its second reading by title only and consideration for adoption at the March 24th regular City Council meeting as presented; motion carried by unanimous City Council roll call vote.

AYES: Barber-Martinez, Jones Cruz, Tucker, Campbell, and Mayor O'Brien

NAYS: None

ABSENT: None

ABSTAINED: None

6. NEW BUSINESS

Revised

Item 6.1:

Consideration of a Resolution of the City Council of the City of Riverbank, Stanislaus County, California, Supporting the Proposed Financial Expenditure Plan Expenditure Plan) for the Future Consideration of a Stanislaus County 2014 Regional Transportation Tax Measure. – It is recommended that the City Council:

- 1) Provide the opportunity for the Executive Director of the Stanislaus Council of Governments (StanCOG), Carlos Yamzon, to make a presentation on the Proposed Stanislaus County's 2014 Regional Transportation Tax Measure Financial Expenditure Plan.**
- 2) Adopt a Resolution of the City Council of the City of Riverbank, Stanislaus County, California, Supporting the Proposed Financial Expenditure Plan for the Future Consideration of a Stanislaus County 2014 Regional Transportation Tax Measure. *The proposed resolution is only for support of the Expenditure Plan and does not constitute endorsement of the Stanislaus County's 2014 Regional Transportation Tax Measure (Tax Measure).* A resolution for consideration of the actual Tax Measure will be presented to Council at a later date if the StanCOG Policy Board moves forward with the proposed Tax Measure.**

Mr. Carlos Yasmon, Executive Director of StanCOG, made a presentation on the Proposed Stanislaus County's 2014 Regional Transportation Tax Measure Financial Expenditure Plan. Ms. Kathleen Cleek, Senior Management Analyst for the City,

followed with a presentation of a proposed resolution for the support of the Expenditure Plan.

City Council and Staff discussed the item.

ACTION: *By motion moved/seconded (Tucker / Campbell / passed 5-0) to adopt Resolution No. 2014-012 Supporting the Proposed Financial Expenditure Plan For the Future Consideration of A Stanislaus County 2014 Regional Transportation Tax Measure as presented; motion carried by unanimous City Council roll call vote.*

AYES: *Barber-Martinez, Jones Cruz, Tucker, Campbell, and Mayor O'Brien*

NAYS: *None*

ABSENT: *None*

ABSTAINED: *None*

Item 6.2: **A Resolution of the City Council of the City of Riverbank Rescinding Resolution No. 80-77 by Adopting a New Resolution that Implements a New Policy to Reestablish the Terms of Office for Planning Commissioners and to Establish Procedures by which to Fill Vacancies; and Consideration of Options to Proceed with Filling and Finalizing the Appointments of Four (4) Planning Commissioner Seats – It is recommended that the City Council:**

- Consider adopting a new policy by resolution to reestablish the terms of office for Planning Commissioners, including the process of filling vacancies; and
- Consider the options presented and provide direction to staff on how to proceed with filling and finalizing the appointments of the four (4) seats currently held by interim Planning Commissioners Joan Stewart, John Degele, Patricia Hughes, and Carlos Villapudua.

City Clerk, Annabelle Aguilar, presented the first part of the staff report to consider a new policy reestablishing the terms of office for the Planning Commissioners and a process to fill vacancies.

ACTION: *By motion moved/seconded (Campbell / Jones Cruz / passed 5-0) to adopt Resolution No. 2014-013 Rescinding Resolution No. 80-77 by Adopting a New Resolution that Implements a New Policy to Reestablish the Terms of Office for Planning Commissioners and to Establish Procedures by which to Fill Vacancies as presented; motion carried by unanimous City Council roll call vote.*

AYES: Barber-Martinez, Jones Cruz, Tucker, Campbell, and Mayor O'Brien
NAYS: None
ABSENT: None
ABSTAINED: None

City Clerk Aguilar presented the second part of the staff report on the consideration by City Council on the options presented to finalize the appointments of four (4) Planning Commissioner seats currently held by Commissioners Joan Stewart, Patricia Hughes, John Degele, and Carlos Villapudua, who have expressed interest in continuing to serve.

ACTION: By motion moved/seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve Option #1: Consider allowing the four (4) current Interim Planning Commissioners Stewart, Hughes, Degele, and Villapudua to continue to serve by:

- 1) Accepting a Letter of Interest from each Commissioner; and
- 2) Direct the City Clerk to conduct a random drawing at the April 15th Planning Commission meeting to determine who will serve in the (3) seats expiring December 2015, and who will serve in the (1) remaining seat expiring 2017; and
- 3) Present a resolution to the City Council at the April 22 regular City Council meeting to officially appoint the individuals to their terms and have the Oath of Office administered to them.

Motion carried by unanimous City Council roll call vote.

AYES: Barber-Martinez, Jones Cruz, Tucker, Campbell, and Mayor O'Brien
NAYS: None
ABSENT: None
ABSTAINED: None

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Police Chief Kiely introduced Captain Jim Gordon who is responsible for all of operations, including Riverbank Police Services, and also spoke in regards to statistics showing a 13% reduction of the city's crime rate. Captain Gordon commented on his visit to Riverbank and the interesting topics of the City Council meeting.

Sue Fitzpatrick, Director of Parks and Recreation, announced the planning and preparation of the Riverfest scheduled for April 26th.

City Manager Anderson commented on the upgrade of the Chamber's monitors.

Item 7.2: Council/Authority Member Comments

Council/Authority Member Jones Cruz: 1) congratulated City staff for their longevity and hard work; 2) encouraged the public to attend the strategic plan update meetings; 3) encouraged the public to attend meetings and get involved with the North County Corridor issues; and 4) encouraged the public to tour and learn about the Riverbank Industrial Complex.

Council/Authority Member Barber-Martinez: 1) reminded everyone that March was Women's History Month; 2) congratulated Planning Commissioner Patricia Hughes for her award as one of the Outstanding Women of Stanislaus County; 3) commented on the successful accomplishments of the strategic plan; 4) thanked everyone involved in the youth gang taskforce and the planning efforts; and 5) thanked Staff for the evening's thorough and detailed reports, appreciating staff's expertise and different perspectives.

Council/Authority Member Tucker: 1) thanked Staff that was recognized for their years of service and their dedication;; 2) thanked Staff for consistently providing the quality of work put into the reports provided; 3) commented on the productive strategic plan session and the work accomplished; and 4) thanked the Police Services for their great work and the reduction in crime.

Vice Mayor/Chair Campbell: 1) agreed with the Council/Authority Member's comments made on the strategic planning session, 2) announced the awards dinner honoring the Woman of History, Laura Peterson, for her contribution to the Riverbank Unified School District, and 3) announced that the Riverbank Lions Club was no longer in existence, and spoke about the importance of community service groups and the dire need for citizens to get involved as new members.

Item 7.3: Mayor/Chair Comments

Mayor/Chair O'Brien: 1) commented on the service organizations that have been sustained by the same members for many years, who would like to see new members to help keep the organization's efforts alive; 2) commented on the evening's excellent staff work provided and the improvements of the City's community events; 3) commented on the extreme drought and the need to conserve water; and 4) announced his attendance of

an event in Sacramento, joining Representative Kristen Olsen on her Bill for the support of the electric power skateboard made by a local business.

MAYOR/CHAIR O'BRIEN ANNOUNCED THAT CLOSED SESSION ITEM 8.1 WAS PULLED AND ASKED FOR PUBLIC COMMENTS ON THE ITEM; NO ONE SPOKE.

8. CLOSED SESSION

Revised – This closed session item will be pulled from the agenda to be scheduled for another meeting.

Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code § 54956.9(a)

Name of Case: Barham Construction, Inc. v. City of Riverbank

Court of Appeals of California, Fifth District

Case No. F058692 and Case No. F059499

Recommendation:

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

9. REPORT FROM CLOSED SESSION

Revised – There will be no report on this item.

Item 9.1: Report from Closed Session Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Item 8.1 was pulled; there was no reportable action.

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 02/13/14 and 02/17/14.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meeting at 8:38 p.m.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date: March 24, 2014

Subject: Second Reading by Title Only and Adoption of **Ordinance No. 2014-002** of the City Council of the City of Riverbank Amending Title XV: Land Usage; Chapter 150: Building Regulations; Repealing Sections 150.01 through 150.15 and Establishing New Standard Codes Sections 150.01 through 150.15, Adopting by Reference the 2013 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code and California Referenced Standards Code with Appendices and Amendments Thereto

From: Jill Anderson, City Manager

Submitted by: Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of Ordinance No. 2014-002 and consider its adoption.

SUMMARY

A Public Hearing was conducted at the regular City Council meeting on March 10, 2014, to introduce by title only and give **Ordinance No. 2014-002** its first reading. The City Council approved the Ordinance for its second reading and its consideration for adoption to be presented at the regular City Council meeting on March 24, 2014.

BACKGROUND

The State of California (State) mandates that local jurisdictions adopt and commence enforcement of the latest State building codes within six months of the adoption by the State. Recently, the State published the 2013 building code with an effective date for enforcement of January 1, 2014. The City of Riverbank must adopt the 2013 building code in order to be in compliance with State law.

The Building Code comprises Title 24 of the California Code of Regulations and is intended to provide for the safety and welfare of all citizens through the implementation of the latest technology, materials, engineering, construction, and sustainability methods, as regulated by the latest adopted building codes.

Several important updates within the 2013 Code include the following:

- An extensive update of California's Energy Code to conform with California's policy that all new residential buildings (by 2020) and all new commercial buildings (by 2030) have a "zero net energy" footprint (i.e. buildings should either produce on site all the energy required by (i) the buildings' systems for heating, cooling, water heating, and lighting, and (ii) the buildings' appliances, or return to utility companies an amount of energy equivalent to the amount of any electricity or natural gas that the buildings use;
- Division of the Architect's adoption of the 2010 Americans with Disabilities Act standards with California amendments;
- Updated California Green Building Code (CALGreen) requirements for non-residential building alterations and additions; and
- New plumbing code provisions pertaining to greywater and rainwater catchments.

FINANCIAL IMPACT

There is no financial impact to this report.

ATTACHMENT

1. Ordinance No 2014-002

CITY OF RIVERBANK
ORDINANCE NO. 2014-002

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AMENDING TITLE XV: LAND USAGE; CHAPTER 150: BUILDING REGULATIONS;
REPEALING SECTIONS 150.01 THROUGH 150.15 AND ESTABLISHING NEW
STANDARD CODES SECTIONS 150.01 THROUGH 150.15, ADOPTING BY
REFERENCE THE 2013 EDITION OF THE: CALIFORNIA ADMINISTRATIVE CODE,
CALIFORNIA BUILDING CODE; CALIFORNIA RESIDENTIAL CODE; CALIFORNIA
GREEN BUILDING STANDARDS CODE; CALIFORNIA PLUMBING CODE;
CALIFORNIA ELECTRICAL CODE; CALIFORNIA FIRE CODE; CALIFORNIA
MECHANICAL CODE; CALIFORNIA ENERGY CODE; CALIFORNIA EXISTING
BUILDING CODE; CALIFORNIA HISTORICAL CODE AND CALIFORNIA
REFERENCED STANDARDS CODE WITH APPENDICES AND AMENDMENTS
THERE TO**

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

Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.01 through Section 150.15 of the Riverbank City Code are repealed in their entirety and shall be amended, adopting by reference the 2013 Edition of the California Building Standards Codes, to read as follows:

CHAPTER 150: BUILDING REGULATIONS

Section

General Provisions

150.01 Purpose and authority

150.02 Mandatory duty of care

150.03 Severability

150.04 Savings clause

Adoption of Standard Codes

150.05 Administrative Code

150.06 Building Code

150.07 Residential Code

150.08 Green Building Standards Code

150.09 Plumbing Code

150.10 Electrical Code

150.11 Fire Code

150.12 Mechanical Code

150.13 Energy Code

150.14 Existing Building Code

150.15 Historical Building Code

GENERAL PROVISIONS

§ 150.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to adopt by reference the 2013 Edition of the California Building Standards Code, Title 24 - Part 1; Part 2, Volume I & II; Part 2.5; Part 3; Part 4; Part 5; and Part 11 of the California Code of Regulations subject to the definitions, clarifications, and the amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property and welfare of the City of Riverbank. This chapter is adopted under the authority of Government Code subsection 50022.2 and Health and Safety Code Section 18941.5.

§ 150.02 MANDATORY DUTY OF CARE.

This chapter is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care towards persons and property within or without the city, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

§ 150.03 SEVERABILITY.

If any provision of §§ 150.05 through 150.15 or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable. This City Council hereby declares that it would have adopted this chapter irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

§ 150.04 SAVINGS CLAUSE.

The provisions of §§ 150.05 through 150.13 shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all

intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by this Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

ADOPTION OF STANDARD CODES

§ 150.05 ADMINISTRATIVE CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area and maintenance of all buildings and structures within the City of Riverbank, the 2013 Edition of the California Administrative Code, published by the International Code Council (ICC), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Administrative Code as adopted by this section shall be on file in the office of the City Building Official for examination and use by the public.

§ 150.06 BUILDING CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area and maintenance of all buildings and structures within the City of Riverbank, the 2013 Edition of the California Building Code, Title 24, Part 2, Volumes 1 and 2, Published by the International Code Council (ICC), administrative sections, Chapter 29, Appendices A, C and I; and amendments, as adopted by the Building Standards Commission of the State of California and codified at Title 24, Part 2 in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Building Code as adopted by this section shall be on file in office of the City Building Official for inspection by the public.

§ 150.07 RESIDENTIAL CODE.

The purpose of this Code is to establish minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation, and energy conservation, safety to life and property from fire and other hazards attributed to the built environment; and provide safety to firefighters and emergency responders during emergency operations. The provisions of this Code shall apply to the construction, alteration, enlargement, replacement, repair, equipment, use

and occupancy, location, maintenance, removal and demolition of every detached one and two single family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto within the City of Riverbank. Therefore, the 2013 California Residential Code, Title 24, Part 2.5, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Residential Code as adopted by this section shall be on file in office of City Building Official for inspection by the public.

§ 150.08 GREEN BUILDING STANDARDS CODE.

(A) In order to improve public health, safety and general welfare by enhancing the design and construction of building through the use of building concepts having a reduced negative impact or positive environmental impact, and encouraging sustainable construction practices within the City of Riverbank, the 2013 Edition of the California Green Building Standards Code, Title 24, Part 2 (also known as the CALGreen Code), published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. The provisions of this code shall apply to the planning, design, use and occupancy of every newly constructed building or structure, unless otherwise indicated in this code, throughout the City of Riverbank. A true and correct copy of the 2013 California Green Building Standards Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) This section shall be known as the Green Building Regulations of the City of Riverbank and regulates the construction of new buildings within this jurisdiction, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated in the California Green Building Code, and hydraulic flood control structures. The Green Building Regulations shall also apply to city owned buildings.

(C) Where in any specific case, different sections of the Green Building Regulations specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply.

§ 150.09 PLUMBING CODE.

In order to provide minimum requirements and standards for the protection of the public health, safety and welfare and to regulate the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, and use of any plumbing system within the City of Riverbank, the 2013 Edition of the California Plumbing Code, Title 24, Part 5 and all appendix chapters, published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building standards Code at Title 24, Part 5 of the California Code of Regulations, except as specifically repealed or

amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Plumbing Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.10 ELECTRICAL CODE.

In order to provide minimum standards for the proper regulation of the installation of electrical systems within the City of Riverbank, the 2013 Edition of the California Electrical Code, Title 24, Part 3, and all appendix chapters, published by the National Fire Protection Association (NFPA), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 3, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of the chapter as though set forth in full herein. A true and correct copy of the 2013 California Electrical Code shall be in the office of the City Building Official for inspection and use by the public.

§ 150.11 FIRE CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare from fire and explosive hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Riverbank, providing for the issuance of permits and collection of fees thereof. Therefore; the 2013 California Fire Code, Title 24, Part 9, including Appendix Chapter 4, Appendices A, B, C, D, E, F, G, H, I and J published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance by the Stanislaus Consolidated Fire District, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Fire Code as adopted by this section shall be on file in office of the Building Official for inspection by the public.

§ 150.12 MECHANICAL CODE.

(A) In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of heating, ventilating, cooling, refrigeration systems, and other heat-producing appliances and systems within the City of Riverbank, the 2013 Edition of the California Mechanical Code, Title 24, Part 4, and all appendix chapters, published by the International Association of Mechanical and Plumbing Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 4 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Mechanical Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side or rear yard setback as defined by the City of Riverbank Zoning Ordinance for residential zonings.

§ 150.13 ENERGY CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of manufactured devices that have been certified by their manufacturer to meet or exceed minimum specifications or efficiencies by the California Energy Commission within the City of Riverbank, the 2013 Edition of the California Mechanical Code, Title 24, Part 6, and all appendix chapters, published by the California Energy Commission and International Code Council, as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 6 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Mechanical Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.14 EXISTING BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of existing buildings while reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the City of Riverbank. Therefore, the 2013 California Existing Building Code, Title 24, Part 10, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Existing Building Code as adopted by this section shall be on file in office of City Building Official for inspection by the public.

§ 150.15 HISTORICAL BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of to provide solutions for the preservation of qualified historical buildings or properties, to promote sustainability, to provide access for persons with disabilities, to provide a cost-effective approach to preservation, and to provide for the reasonable safety of the occupants or users within the City of Riverbank. Therefore, the 2013 California Historical Building Code, Title 24, Part 8, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2013 California Historical Building Code as

adopted by this section shall be on file in office of City Building Official for inspection by the public.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on March 10, 2014. Said ordinance was given a second reading at a regular meeting of said Council on March 24, 2014, and Councilmember _____ seconded by Councilmember _____, moved the adoption of said ordinance and upon roll call was carried by the City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan
City Attorney

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: March 24, 2014

Subject: Consideration of: 1) Adopting a Resolution Approving the New Proposed Solid Waste Services and Related Fee Increases; and 2) Adoption of a Resolution Approving the City Manager to Enter into a New Franchise Agreement with Gilton Solid Waste Management, Inc. to Continue Providing Residential and Commercial Solid Waste Services

From: Jill Anderson, City Manager

Submitted by: Marisela Garcia, Director of Finance
Kathleen Cleek, Sr. Management Analyst

RECOMMENDATION

It is recommended that City Council:

- 1) Open the public hearing
- 2) Receive public comment
- 3) Close the public hearing
- 4) Direct that the matters be rescheduled to a future date and to have the public notice process be repeated to reflect the requirements of Proposition 218.

SUMMARY

The City has been developing a franchise agreement for waste collection and disposal services, which is almost ready for consideration by the City Council. A new rate structure was also developed and considered by the City Council on February 24, 2013. Since that time, the City Attorney has determined that Proposition 218 requirements apply to the proposed increase in the rates. Proposition 218 requires notification of each property owner and a mechanism for property owners to validate or protest the rate increases. As a result, there are a few more issues that need to be resolved before the franchise agreement is presented for formal consideration. Therefore, it is recommended that the public hearing originally scheduled for March 24, 2014 be rescheduled to a future meeting and that the public notice be provided consistent with the requirements of Proposition 218.

An update on the status of franchise negotiations and a brief overview of the Proposition 218 process will be provided at the City Council meeting.

BACKGROUND

Proposition 218, The Right to Vote on Taxes Act, was approved by California voters in 1996. Application of Proposition 218 requires voter approval of local tax levies and the implementation of assessment and property-related fee reform. The waste collection and disposal fees charged by the City of Riverbank are considered property-related fees under Proposition 218.

Gilton Solid Waste Management (Gilton) has been providing waste management services to the residents and businesses of Riverbank for the past 37 years. The most recent Agreement that the City had with Gilton Solid Waste Management began on July 1, 2003 and expired on July 1, 2011, and therefore, not subject to Proposition 218. The City received a letter from Gilton Solid Waste Management in February 2013, respectfully requesting that the City consider renewing a contract for services. On April 22, 2013, Gilton Solid Waste Management made a presentation to the City Council detailing the services they are currently providing the residents of Riverbank, and the additional waste and recycling services that the City Council may want to consider implementing in the future, should the contract be extended. At the end of the presentation the City Council gave direction to staff to explore renewing Gilton's contract, provide a cost breakdown of several service options, and provide a cost comparison matrix of options provided by other cities.

Gilton Solid Waste Management presented three (3) different program options for the City Council's consideration at the February 24, 2014 City Council meeting. A presentation was made detailing the current solid waste services Gilton provides, and additional program options available along with the costs to provide those services. Gilton also provided a cost comparison matrix of the services and costs for solid waste services of other cities in the area.

On February 24, 2014, the City Council directed that Gilton continue to provide a 90 gal. trash and 90 gal. green/organic container with collection on a weekly basis and add a Curbside Electronic Waste Program, Curbside Bulky Item Program, Illegal Dump Program & Christmas Tree Pick-up Program. The proposed rate for this service would be \$21.20 a month. While this would be an increase from the current rate of \$17.50 a month, it is the first increase since 2006, or 8 years. The City Council also reviewed the Commercial rate structure, which would potentially increase 5%. This would also be the first increase in the rate for commercial customers since 2006.

FISCAL IMPACT

Waste collection and disposal fees are paid by the customers that receive service. The direct fiscal impacts associated with this report are those associated with public notice requirements.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	March 24, 2014
Subject:	Agreement with the Riverbank Rotary Club to Assume the Event Rights for the Riverbank Cheese & Wine Festival
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review the information presented and provide direction. If the City Council directs staff to move forward, it is further recommended that the City Council:

- 1) Authorize the City Manager to execute an agreement with the Rotary for the assumption of the event rights with terms consistent with the direction of City Council provided at the meeting of March 24, 2014, and in substantially the same form as the draft contract included with the agenda report; and
- 2) Authorize the City Manager to execute a contract for an Event Coordinator, not to exceed \$20,000; and
- 3) Authorize an allocation of \$5,000 in the 2013-2014 Budget as seed money to address miscellaneous planning expenses.

SUMMARY

In late 2013, the Rotary Club approached the City with the news that they were no longer in the position to continue administering the Cheese & Wine Festival and requested that the City consider managing the event. On January 27, 2014, the City Council agreed to assume responsibility for the event to enhance the chances that it would continue to be Riverbank's signature festival. Since that time, negotiations regarding the City's assumption of rights and responsibilities for the event have focused on purchasing the event rights from Rotary in order to proceed. A variety of options, including the proposals submitted by Rotary will be presented in this report for consideration by the City Council.

FACTORS OF CONSIDERATION

The Cheese & Wine Festival has provided a safe and enjoyable atmosphere for everyone who has attended for decades. Since 2006, it has been administered by the Riverbank Rotary, which has succeeded in producing a successful event. However, times have changed and it has become more difficult for all festivals to draw the crowds seen in decades past as more festival choices have become available and tastes have changed. Therefore, it is understandable that the Rotary would like to transfer responsibility for the management of the event.

The Cheese & Wine Festival has not been immune to the changes and has seen a decline in the number of vendors as well as attendance levels. Last year the Friends of Jacob Myers Park noticed a large decline in the need for parking at the Del Rio parking area. There once was close to 250 vendors and has declined to approximately 150. The Rotary has also lost money in three of the years that they have managed the event.

On the positive side, the revenues associated with the event have increased over the last three years. In 2012 the revenue over expenses was \$1,574 and in 2011 it was \$11,147. In 2013, there was \$15,000 in revenue after expenses were paid; however, there was \$15,000 in uncategorized income with a source that was not able to be identified by the time of the writing of this report. This makes it difficult to fully understand the financial status of the festival; however, the financial reports available do highlight the importance of the vendor registrations, beer sales, and sponsorships to the financial viability of the event.

If the City Council chooses to move forward, every effort will be made by City staff to make the festival a success; however, it is important to be clear that there are no guarantees and assuming responsibility of the Cheese & Wine Festival is a financial and operational risk.

PROPOSALS FROM ROTARY

The City has received a number of proposals from the Rotary Club concerning the signing over of the rights to the Cheese & Wine Festival, including provisions to financially compensate the Rotary for the event rights. While this has made the transition process more time-consuming, it is understandable that the Rotary would want some compensation. The latest proposals from the Rotary after the negotiations of the past few weeks are:

Rotary Proposal #1: The City would receive all rights to the Festival and the very limited personal property for a buyout of \$20,000 over the course of four years. The first payment of \$5,000 would be due by the festival weekend. The remainder would be paid in \$5,000 (non-interest bearing) on an annual basis. The amount after the first \$5,000 would only be payable to the Rotary Club if the City continues the festival. If the City were to sell the event, the remaining balance would be paid to the Rotary Club.

After weeks of negotiations, this would be the preferred alternative if the City wants to assume the risk. Continuing to invest time in negotiations at this point distracts from event preparations, as well as the preparation for the City's summer classes and events, including the aquatics programs.

Rotary Proposal #2: The Riverbank Rotary Club would staff the beer booths and be responsible for ID checks, pouring etc. The profit of the beer after direct beer serving costs would be split 50% to the City and 50% to the Rotary Club.

It is not recommended that proposal #2 be chosen. After reviewing the overall finances of the festival over the past three years, entering into a binding agreement with the Rotary Club for the operation of the beer concessions, one of the largest revenues with the most potential for growth, could be the difference between a festival that pays for itself or a festival that requires a general fund subsidy. It could also limit the freedom of the City and the event coordinator to operate the festival the way they see is most beneficial to the City at this time.

If neither option is acceptable to the City Council, the City could indicate that it is not prepared to purchase the rights to the Riverbank Cheese and Wine Festival at this time and encourage the Rotary to reconsider the management of the event or sell the event rights to another entity.

FINANCIAL IMPACT

If the City proceeds with the operation of the Cheese & Wine Festival, it is requested that the City Manager be authorized to execute a contract for an Event Coordinator for this festival not to exceed \$20,000 and approve the related budget revisions. The cost for the Event Coordinator should be covered by the festival revenue to the degree possible.

Seed money in the amount of \$5,000 is also requested to begin implementing the event. It is anticipated that this money would be paid back to the General Fund if event revenues are sufficient to do so.

It is important to emphasize that a festival of this type could be unsuccessful and the City could lose money or the event could be extremely successful which could bring other challenges.

ATTACHMENT

A draft agreement is attached to this report.

EXCLUSIVE RIGHTS AGREEMENT

THIS EXCLUSIVE RIGHTS AGREEMENT (the “Agreement”) is entered into on this ____ day of _____, 2014 (the “Effective Date”) by and between the City of Riverbank (“City”) and the Riverbank Rotary Club (the “RRC”). From time to time hereafter, the parties to this Agreement may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. WHEREAS, RRC is the local chapter of Rotary International, an international service organization which focuses on humanitarian services through the coordination of global programs, campaigns and initiatives; and
- B. WHEREAS, RRC sponsors and organizes the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine from all over the United States (“Festival”); and
- C. WHEREAS, RRC no longer desires to organize and sponsor the Festival which will likely result in the permanent cancelation of the event; and
- D. WHEREAS, City desires to obtain the exclusive rights to continue and carry out the operation of the Festival; and
- E. WHEREAS, RRC agrees to transfer and convey to the City the exclusive rights related to the Festival on the conditions set forth in this Agreement and further agrees to cooperate with the City in the transition of the Festival from RRC to the City; and
- F. WHEREAS, the Parties desire to memorialize the transfer of exclusive rights;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals above (“Recitals”) are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and sections 1 through 15 of this Agreement, sections 1 through 15 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the Effective Date and continue for an indefinite period of time, and may be revoked solely by mutual written agreement of the Parties (“Term”).

Section 3. Festival Exclusive Rights and Assets. RRC hereby sells, assigns, transfers and conveys to City the exclusive rights (the “Exclusive Rights”) to the Festival including all proprietary, business, technical and physical assets (the “Assets”) RRC maintains for the purpose of operating the Festival that exist as of the Effective Date. The Assets include but are not necessarily limited to the following:

3.1. Assets whether tangible or intangible, including any and all material in printed, electronic or any other form or medium containing vendor and suppliers lists and records, contracts, terms of agreements and databases.

3.2. Copyrights and trademarks, trade secrets, royalty rights, logos, designs, marketing and advertising information, and any additional documentation in RRC's possession related to the Festival.

3.3. Equipment used in connection with the Festival as set forth in **Exhibit A** incorporated herein by reference.

3.4. All of the goodwill associated with the Festival.

3.5. Parties agree that Assets shall not include any cash, bank accounts, accounts receivable or any investments maintained by RRC arising from or related to the Festival.

Section 4. RRC's Representations.

4.1. Transfer of Assets. RRC agrees to provide City with all Assets within thirty (30) days of the Effective Date (the "Transfer Date").

4.2. Transition of Festival to City. RRC further agrees to assist City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") as part of the transition of the Festival from RRC to City as may be necessary from time to time.

4.3. Covenant Not to Compete. In addition to the transfer of the Assets, RRC agrees not to compete with City in connection with the operation of the Festival for the length of the Term. RRC further agrees not to sell, assign, transfer or convey the Exclusive Rights or the Assets, either in whole or in part to any person or entity, except City for the length of the Term. Any attempt by RRC to assign the Exclusive Rights or the Assets shall be null and void and will constitute a material breach of this Agreement ("Breach").

4.4. Disposition of Assets. RRC covenants and warrants that there has not been and will not be prior to the Transfer Date, a sale, transfer or other disposition of any of the Assets contained in this Agreement, including those listed in exhibits attached hereto unless otherwise agreed to in writing by City. Any such sale or transfer of Assets without the City's express authorization prior to the Transfer Date shall constitute a Breach of the Agreement.

Section 5. City's Representations.

5.1. Purpose of Exclusive Rights. City agrees to use the Exclusive Rights for the sole benefit of organizing, carrying out and ensuring the Festival's continued success for the benefit of City residents and the overall community. The Parties agree that City is not obligated under the terms of this Agreement to operate the Festival but may elect to do so in its sole discretion.

5.2 Purchase of Exclusive Rights. City agrees to purchase the Exclusive Rights and Assets in the amount of Twenty Thousand Dollars (\$20,000.00) with Five Thousand Dollars (\$5,000.00) due and payable within one year of the first City-operated Festival. The City shall make additional payments in increments of \$5,000.00 on an annual basis thereafter until the balance is paid unless the City terminates the Festival or this Agreement. In the event the City sells, transfers or conveys the Exclusive Rights and Assets the City agrees to pay the balance of the \$20,000.00, if any, to the RRC.

5.3. Compliance with Applicable Laws. City shall comply with all applicable local, state and federal laws, codes and procedures in its use of the Exclusive Rights. City shall obtain any and all necessary permits or licenses prior to carrying out the Festival in the future.

Section 6. Marketable Title. RRC warrants and represents that it has and will convey good and marketable title to the Assets. The Assets are free and clear of any and all restrictions on or conditions to transfer, or assignment, and free and clear of any and all liabilities, liens, pledges, charges, encumbrances, equitable claims, pending or threatened litigation, and governmental investigation. No personal property used by RRC in the connection with the business being transferred herein is held under any equipment lease, security agreement, conditions sales contract, or other title retention or security arrangement or is other than in the possession and control of RRC.

Section 7. No Pending Actions. RRC warrants and represents that the business and operation of the Festival and the Assets has been and is being conducted in accordance with all applicable local, state and federal laws, rules and regulations. RRC further warrants and represents that there is no pending or threatened suit, action, arbitration, or legal, administrative, or governmental investigation against or affecting RRC, the Assets, or any of RRC's other businesses, assets or financial condition.

Section 8. As Is Transfer. The Assets are being transferred "as is" in their present state and conditions without representation or warranty by RRC or RRC's representatives as to any manner except as expressly set forth herein.

Section 9. RRC's Obligations Concerning Employees. Prior to the transfer of Assets as set forth in Section 4 of this Agreement, RRC shall discharge any and all amounts due and owing to employees or contractors of RRC in connection with the Festival, including but not limited to any collective bargaining agreement, welfare or benefit plan, health plan, pension plan, or other entitlement or benefit plan of any kind, excluding accrued vacation pay.

Section 10. Damages and Other Remedies. In the event RRC commits a Breach of this Agreement City shall have the right to obtain damages, injunctive relief and any other available remedies in law or equity. The Parties recognize and agree that in the event of Breach by RRC, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to enforce the provisions of this Agreement by RRC and to enjoin the Breach thereof.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement.

Section 12. Indemnification.

12.1. Indemnification of City. RRC agrees that it shall protect, defend, indemnify and hold harmless City and City's Agents from and against any claim, action or proceeding that arises from or in connection with this Agreement ("Claim"), including but not limited to all losses, liabilities, fines, penalties, claims, damages, liabilities, judgments, attorney's fees, costs incurred for staff time, court costs, other expenses of litigation, or expenses of litigation awarded to the prevailing party or parties. This indemnification does not include gross negligence or willful acts of the City, or City's Agents. At City's discretion, RRC shall satisfy the obligation of this Section by reimbursing City for tendering its own defense. If RRC undertakes the defense of a Claim by providing City-approved representation, City may, participate in the defense of any such Claim.

12.2. Indemnification of RRC. City shall indemnify, defend and hold RRC, its affiliates and their respective officers, directors, employees and shareholders harmless from and against any and all liabilities, losses, damages, claims, actions and causes of action, costs and expenses, including reasonable attorney's fees, arising from or in any manner arising out of City's obligations in this Agreement as well as the grossly negligent or willful acts of City or City's Agents. Subject to this indemnification, and upon demand of RRC, made by and through RRC's counsel, City shall appear in defense of RRC, and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the exercise of this Agreement.

Section 13. Representations and Warranties. The Parties, and each Party, represents and warrants to each other that they are aware of no other third party having any interest in, nor have they assigned, hypothecated, or otherwise transferred any interest which is the subject of this Agreement. The Parties, and each Party, agrees to indemnify and hold harmless each other from any and all liabilities, claims, demands, obligations, damages, costs, expenses, and attorneys' fees as a result of anyone asserting such interest, assignment, hypothecation or transfer.

Section 14. Notices. Any notice or communication required hereunder between City and RRC must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn.: City Clerk
Tel: (209) 863-7198
Fax: (209) 869-7100

With courtesy copy to: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attention: City Manager
Tel: (209) 863-7122
Fax: (209) 869-7100

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

If to RRC: Riverbank Rotary Club

Attn: _____
Tel: _____
Fax: _____

Section 15. General Provisions.

15.1. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

15.2. Venue. Venue for all legal proceedings shall be in the Superior Court of California, County of Stanislaus.

15.3. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after this Agreement becomes effective, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

15.4. Waiver. A waiver by any Party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or

condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

15.5. Entire Agreement. This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

15.6. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the subject matter of this Agreement.

15.7. Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

15.8. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

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

15.10. Other Documents. Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

15.11. Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

15.12. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

15.13. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

15.14. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between RRC and City, with the intention of being bound by it, on the Effective Date set forth above.

CITY:
City of Riverbank, a municipal corporation of
the State of California

By: _____
Jill Anderson, City Manager

Date Signed: _____

Approved as to Form:

By: _____
Douglas L. White, City Attorney

Date Signed: _____

Attest:

By: _____
Annabelle Aguilar, City Clerk

Date Signed: _____

RRC:
Riverbank Rotary Club
By: _____
XXXXXXXXXX, RRC President

By: _____
XXXXXXXXXX, RRC Secretary

Date Signed: _____

EXHIBIT A

List of Equipment

DRAFT

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: March 24, 2014

Subject: A **Resolution** of the City Council of the City Of Riverbank, California, Authorizing the Additional Appropriation of \$5,500.00 from the General Fund to Complete the Restoration of the North City Hall Building by Painting All Exterior Building Walls

From: Jill Anderson, City Manager

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider approving the expenditure of funds for the painting of City Hall North Building.

SUMMARY

The City Council, at Mid-Year Budget review, approved the repair and painting of the fascia on City Hall North. The fascia was in very poor condition. This project is in progress and will be complete within the next two weeks.

During the process of repair and painting of the fascia it was apparent that the remainder of the City Hall North Building was in need of painting as well. Quotes were received and are being presented tonight for Council consideration.

FINANCIAL IMPACT

The cost of painting City Hall North is \$5,500. This would be a General Fund Expense.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE ADDITIONAL APPROPRIATION OF \$5,500.00
FROM THE GENERAL FUND TO COMPLETE THE RESTORATION OF THE NORTH
CITY HALL BUILDING BY PAINTING ALL EXTERIOR BUILDING WALLS**

WHEREAS, the City Council of the City of Riverbank conducted its 2013/2014 mid-year budget review on February 10, 2014 approving budget adjustments; and,

WHEREAS, the City Council approved the one-time expenditure of \$27,175 for the restoration and exterior painting of the architectural portion of the North City Hall building known as a bulkhead that serves as the awning; and,

WHEREAS, upon viewing the potential of the restoration of the building, it is essential to complete the project in its entirety with the additional painting of all the exterior building walls; and,

WHEREAS, completing the project with the additional painting of the entire exterior building walls provides for an aesthetically pleasing, friendly appearance which customers favor and a direct economic benefit to good facility maintenance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the additional appropriation of \$5,500.00 to the Building Maintenance Fund to paint the exterior building walls of City Hall North.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of March, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: March 24, 2014

Subject: A **Resolution** of the City Council of the City of Riverbank, California, Authorizing the Additional Appropriation of \$6,500.00 from the General Fund for the Purchase of a New Thermal Blanket for the Riverbank Community Pool

From: Jill Anderson, City Manager

Submitted by: Sue Fitzpatrick
Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider the purchase of a Thermal Blanket for the Riverbank Community Pool.

SUMMARY

The City purchased a Thermal Blanket for the Community Pool approximately 13 years ago. The blanket is in need of replacement. There is currently an energy savings incentive program available through PG&E called the School Energy Efficiency (SEE) Program. This is the same program that funded our Variable Frequency Drive (VFD) installation for the pool two years ago. The City qualifies for this incentive because we have the only pool in the City and the School District uses the pool often for field trips.

BACKGROUND

A Thermal Blanket is a blanket that is rolled out over the pool during the times that the pool heater is in use. This blanket retains the heat within the pool and limits the running time required for the heater, thus reducing stress on the heater.

The Parks and Recreation staff have experienced the energy savings of this Thermal Blanket and are confident that by replacing this blanket we would be successful in extending the life of our pool heater by another summer or two. Replacing the pool heater is in line with our strategic plan and is targeted for replacement during the 2016-2017 Fiscal Year.

There is a \$2,900 energy savings incentive through PG&E that the City qualifies for toward the purchase of the Thermal Blanket. These funds are on a first come first served basis.

FINANCIAL IMPACT

The total cost for the Thermal Blanket is \$9,400. With the \$2,900 incentive, the cost would be \$6,500.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE ADDITIONAL APPROPRIATION OF \$6,500.00 FROM THE GENERAL FUND FOR THE PURCHASE OF A NEW THERMAL BLANKET FOR THE RIVERBANK COMMUNITY POOL

WHEREAS, the City of Riverbank's community pool is an essential recreation and sport facility provided to the public, which encourages individual and team participation in exercise or sport activities, as well as swimming lessons for the safety of people of all ages; and

WHEREAS, in order to continue to provide fun, safe, and successful pool activities, it is important to continuously seek ways to conserve the pool's water and energy use; thereby reducing the City's cost of operation; and

WHEREAS, the City Council of the City of Riverbank promotes and strives for energy efficiency throughout all City operations; and,

WHEREAS, a method of conserving energy is through the use of a thermal pool blanket covering the entire water surface of the pool, which after 13 years needs replacement; and

WHEREAS, the benefits of replacing the thermal blanket are: the conservation of water by reducing the amount of evaporation and replacement water needed; the reduction of the pool's chemical consumption; the significant reduction of the pool's heating costs, expanding the life of the heating system, and the reduction of cleaning time by keeping dirt and other debris out of the pool; and

WHEREAS, with the assistance of the School Energy Efficiency Program through PG&E, the City is qualified for \$2,900.00 of funding to help cover the purchase of a new thermal pool blanket costing a total of \$9,400.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the additional appropriation of \$6,500.00 to the Equipment Pool Fund for the purchase of a new thermal pool blanket.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of March, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor