



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, Suite B • Riverbank • CA 95367

AGENDA

TUESDAY, SEPTEMBER 23, 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 at this time.
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1. PRESENTATIONS

- Item 1.1:** Update on the Stanislaus Consolidated Fire Protection District Board of Director's Activities by Riverbank's Board Representative.
- Item 1.2:** Update on the Riverbank Cheese & Wine Exposition.
- Item 1.3:** Proclamation – Walk to School Day – October 8, 2014

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 August 26, 2014, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the September 9, 2014, City Council Minutes.

Item 3.C: A **Resolution** of the City Council of the City of Riverbank, California, Authorizing the Destruction of Certain Records Retained by the Office of the City Clerk/Elections Official.

Item 3.D A **Resolution** of the City Council of the City of Riverbank, California, Supporting the Redesignation of the Stanislaus County Recycling Market Development Zone.

Item 3.E Acceptance of the Oakdale and Morrill Traffic Signal Project and Authorization to File a Notice of Completion.

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

4. UNFINISHED BUSINESS

Item 4.1: **Second Reading by Title Only and Adoption of Ordinance No. 2014-007 of the City Council of the City of Riverbank, California, Amending Title V: Public Works, Chapter 50: Garbage; Section 50.10: Rates To Be Charged, of the City of Riverbank Code of Ordinances** – It is recommended that the City Council conduct the second reading by title only of Ordinance No. 2014-007 and approve its adoption.

5. PUBLIC HEARINGS

The Public Hearing Notice for the following public hearing Item 5.1 was published in the local newspaper of general circulation on August 20, 2014. Said Item 5.1 was continued by the City Council during consideration at the regular meeting of September 9, 2014. A Notice of Continuance was posted within 24-hours on the exterior bulletin board near the entrance of the Council Chambers on September 10, 2014. The Public Hearing Notice for Item 5.2 was published in the local newspaper of general Circulation on September 10, 2014. Pursuant to California Government Code, Item 5.3 is presented under the provisions of an Urgency Ordinance.

Item 5.1: **A Resolution of the City Council of the City of Riverbank, California, Approving the Amended First Time Homebuyers Program Guidelines, and the Housing Rehabilitation Program Guidelines Including the Single Family Temporary Relocation Program** – It is recommended that the City Council hold the Public Hearing and adopt a

Resolution approving the amendments to the First Time Homebuyer Program and Housing Rehabilitation Program Guidelines. (The Public Notice was published in the local newspaper on August 20, 2014; the Public Hearing was held on September 9, 2014, and continued by the City Council to the September 23, 2014 regular meeting.)

Item 5.2: **First Reading and Introduction by Title Only of an Ordinance of the City Council of the City of Riverbank, California, Amending Title III: Administration; Chapter 32: Commissions and Authorities; By Repealing Environmental Review Committee (ERC), Sections 32.70 Through 32.83, and Adding ERC Sections 32.70 Through 32.81, of the City of Riverbank Code of Ordinances** – 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. Said approval will be to conduct a second reading by title only and consider its adoption at the October 14, 2014, regular City Council meeting. (The Public hearing notice was published on September 10, 2014, in the local newspaper.)

Item 5.3: **Introduction and adoption of an Urgency Ordinance of the City Council of the City of Riverbank, California, for a Temporary Moratorium on the Establishment and Operation of New Tattoo Establishments for a Period of Forty-Five (45) Days Pending Study of Zoning Regulations that are Needed to Alleviate a Current and Actual Threat to the Public Health, Safety, and Welfare** – It is recommended that the City Council introduce and adopt an interim urgency ordinance creating a forty-five (45) day moratorium on the establishment and operation of new tattoo establishments.

6. NEW BUSINESS

LRA Item 6.1: **Local Redevelopment Authority (LRA) Budget Report Fiscal Year End 2013-2014** – It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and accept the fiscal year end 2013-14 LRA Budget Report.

Item 6.2: **Request Authorization to Enter into an Agreement for Professional Services with Moore Iacofano Goltsman, Inc. (dba MIG) to Perform an Update to the City's American with Disabilities Act (ADA) Self Evaluation and Transition Plan** – It is recommended that the City Council authorize the City Manager to enter into an agreement for professional services with MIG to complete an update to the City's American with Disabilities Act (ADA) Self Evaluation and Transition Plan.

Item 6.3: **Status Report and Update on the Progress with the Riverbank Downtown Specific Plan** - It is recommended that the City Council receive the status report on the Riverbank Downtown Specific Plan and provide comments as needed.

- Item 6.4:** **A Resolution of the City Council of the City of Riverbank, California, to Replace in its Entirety Section 5 – City Of Riverbank DESIGN STANDARDS WATER and Section 6 – City Of Riverbank DESIGN STANDARDS WASTEWATER of the City of Riverbank Standard Specifications with new Specifications and Drawings** – It is recommended that the City Council adopt a Resolution to replace in its entirety Section 5 – City of Riverbank DESIGN STANDARDS WATER and Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER of the City of Riverbank Standard Specifications with new specifications and drawings, which have been updated to represent the current industry and design parameters.
- Item 6.5:** **Recommend City Council Review and Provide Feedback on the Patterson Road Concept Plan** – It is recommended that the City Council receive a presentation and provide feedback on the Patterson Road Concept Plan.
- Item 6.6:** **Recommend City Council Receive a Presentation on the Status of the Nexus Fee Study** – It is recommended that the City Council receive an update on the status of the Nexus Fee Study.

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

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

- LRA Item 8.1:** **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: APN #062-031-007; 062-031-006; 062-008-009
Agency Negotiator: Jill Anderson, City Manager
Property Negotiator: U.S. Army
Under Negotiation: Price, terms of payment, or both

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

Item 8.3: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: Jill Anderson, City Manager

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

Item 8.4: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Item 8.5: 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 County Superior Court Case No. 670739

Recommendation:

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

9. REPORT FROM CLOSED SESSION

LRA Item 9.1: Report from Closed Session LRA Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

LRA Item 9.2: Report from Closed Session LRA Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Item 9.3: Report from Closed Session on Item 8.3: **CONFERENCE WITH LABOR NEGOTIATORS**

Item 9.4: Report from Closed Session Item 8.4: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Item 9.5: Report from Closed Session Item 8.5: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Register for 08/14/2014, 08/22/2014, 08/28/2014, 09/04/2014, and 09/11/2014 and Credit Card Statement for 07/22/2014.

ADJOURNMENT (The next regular City Council meeting – Tuesday, Oct. 14 @ 6:00 p.m.)

UPCOMING EVENTS:

October 11 & 12	▪ <u>2014 - Riverbank Cheese and Wine Exposition</u>
October 21	▪ <u>Planning Commission Meeting: 6:00 pm Riverbank Council Chambers</u>
Open Until Filled	▪ <u>Budget Advisory Committee:</u> Applications are currently being accepted. Visit www.riverbank.org or Contact Marisela Garcia at 863-7110.
Open Until Filled	▪ <u>Housing Authority Commission:</u> Applications are currently being accepted. Visit www.riverbank.org or Contact the City Clerk's office at 863-7198.
Ongoing	▪ <u>City Hall Office Hours:</u> Mondays – Thursdays; 7:30 am to 5:30 pm Alternating Fridays 8:00 am – 5:00 pm; Closed Friday, Sept. 26 For a calendar and time schedule visit www.riverbank.org
Ongoing	▪ <u>Regular City Council Meetings:</u> 2nd and 4th Tuesday of each month 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 pursuant to the Brown Act.

Posted this 18th day of September, 2014

/s/Annabelle H. Aguilar, CMC, City Clerk /LRA Recorder

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

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

GENERAL INFORMATION

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 Tuesdays 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.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
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:	September 23, 2014
Subject:	Update on the Stanislaus Consolidated Fire Protection District Board of Director's Activities by Riverbank's Board Representative
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council receive an update from Ms. Michelle Guzman, the City's representative on the Board of Directors of the Stanislaus Consolidated Fire Protection District.

SUMMARY

Periodically Ms. Michelle Guzman, Riverbank's Representative on the Stanislaus Consolidated Fire District Board of Directors, is scheduled to provide an update to the City Council on the Board's activities.

FINANCIAL IMPACT

There is no financial impact for the City.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	September 23, 2014
Subject:	Update on the Riverbank Cheese & Wine Exposition
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 input as needed.

SUMMARY

Chris Ricci, representing Chris Ricci Presents Inc., will give a brief update on the status of the planning for the 2014 Cheese & Wine Exposition that will be held in downtown Riverbank on October 11th and 12th, 2014.

BACKGROUND

In February 2014, the City Council agreed to take over the administration of the Riverbank Cheese & Wine Exposition. Chris Ricci was hired to be the coordinator for the event. Chris Ricci will bring the City Council and the Community up to date on the status of the event.

FINANCIAL IMPACT

There is no financial impact to this report. Chris Ricci will discuss the financial goals for the event.

STRATEGIC PLAN

This item is indirectly related to the City's Strategic Plan which can be found at www.riverbank.org

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 1.3

SECTION 1: PRESENTATIONS

Meeting Date:	September 23, 2014
Subject:	Proclamation – Walk to School Day – October 8, 2014
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Administrative Analyst

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation to Riverbank Unified School District Superintendent Dr. Daryl Camp.

SUMMARY

Walk to School Day began as a simple idea – children and parents, school and local officials walking to school together on a designated day. It is an energizing event, reminding everyone of the simple joy of walking to school, the health benefits of regular daily activity, and the need for safe places to walk and bike. Schools focus on health, safety, physical activity and concern for the environment.

Organizations supporting International Walk to School Day in the United States include America Walks, the Centers for Disease Control and Prevention, the U.S. Environmental Protection Agency, the Federal Highway Administration, the Institute of Transportation Engineers, the National Center for Safe Routes to School, the National Highway Traffic Safety Administration, Safe Kids Worldwide, and the Safe Routes to School National Partnership.

The students in Riverbank will join schools from around the world to celebrate the International Walk to School Day on October 8, 2014. Walk to School Day events raise awareness of the need to create safer routes for walking and bicycling and emphasize the importance of issues such as increasing physical activity among children, pedestrian safety, traffic congestion and concern for the environment. The goal of this event is to build connections between families, schools and the entire community.

FINANCIAL IMPACT:

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation

City of Riverbank Walk to School Day Proclamation

Whereas, The City of Riverbank holds the health and safety of its students as a chief concern; and,

Whereas, the lives of hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority; and,

Whereas, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and,

Whereas, driving students to school by private vehicle contributes to traffic congestion and air pollution; and,

Whereas, an important role for parents and the community is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and,

Whereas, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities; and,

NOW, THEREFORE, the City Council of the City of Riverbank does hereby proclaim that **Walk to School Day is October 8, 2014**. Throughout the City of Riverbank, and as such, encourage everyone to promote the safety and health of children today and every day.



Richard D. O'Brien, Mayor

Cal Campbell, Vice Mayor

Darlene Barber-Martinez, Councilmember

Leanne Jones Cruz, Councilmember

Jeanine Tucker, Councilmember

September 23, 2014

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 23, 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:	September 23, 2014
Subject:	Approval of the August 26, 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 August 26, 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. August 26, 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
TUESDAY, AUGUST 26, 2014

The following minutes reflect action minutes, which may contain 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: Reverend Charles Neal

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: Update on the Stanislaus Consolidated Fire Protection District Board of Director's Activities by Riverbank's Board Representative.

City Manager Jill Anderson announced that Riverbank's Board Representative, Michelle Guzman requested to be rescheduled for the regular City Council meeting of September 9, 2014.

Item 1.2: Stanislaus County Presentation and Update on the North County Corridor Transportation Expressway.

Stanislaus County Staff Mr. Matt Machado, Director of Public Works and Joint Power Authority Manager of the North County Corridor (NCC) Project, and Mr. Colt Esenwein, Deputy Director of Public Works and NCC Project Manager, and Mr. Matt Satow, Principal Engineer of Drake Haglan & Associates and (NCC) Project Manager, made the presentation. Discussion ensued.

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.

Ramon Bermudez, spoke in regards to issues with the lack of streetlights and signs. City Manager Anderson responded and Mayor O'Brien commented on dark areas in the city.

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 July 8, 2014, Special City Council Minutes.

Item 3.B-1: Approval of the August 12, 2014, Regular City Council / Local Redevelopment Authority Minutes.

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 through 3.B-1 as presented; motion carried by unanimous City Council and LRA Board roll call vote.*

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

NAYS: *None*

ABSENT: *None*

ABSTAINED: *None*

4. UNFINISHED BUSINESS

There were no items to consider.

5. PUBLIC HEARINGS

There were no items to consider.

6. NEW BUSINESS

Item 6.1 **Request to (1) Establish the Proposition 218 Protest Hearing Date for the Proposed Solid Waste Rates on Tuesday, October 14, 2014, and (2) Direct Staff to Proceed with an Ordinance Amendment to Section 50.10(C) of the Riverbank Municipal Code to Allow Solid Waste Rates to be Established by Resolution** - It is recommended that the City Council consider the following requests:

1. To establish the Proposition 218 Protest Hearing date for the proposed solid waste rates for Tuesday, October 14, 2014, and
2. Direct staff to proceed with an Ordinance Amendment to Section 50.10(C) of the Riverbank Municipal Code to allow for Solid Waste Rates to be established by Resolution.

Marisela Garcia, Director of Finance, presented the staff report and clarified that the Protest Public Hearing date would be October 28, 2014.

Councilmember Campbell inquired about the October 28, 2014 scheduled date.

Public Comment:

- *Mr. Scott McRitchie requested clarification on the process of approving the ordinance change and the Proposition 218 process, and inquired about eligibility of the senior discount plan for solid waste service.*
- *Mr. Larry King inquired about the number of protests needed to defeat the rate increase.*
- *Mr. Ramon Bermudez spoke in regards to assisting a friend with signing up for the senior discount program for solid waste services.*

ACTION: *By motion moved/seconded (Tucker / Campbell / passed 5-0) to establish the Proposition 218 Protest Hearing Date for the Proposed Solid Waste Rates on Tuesday, October 28, 2014 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*

ACTION: *By motion moved/seconded (Jones Cruz/ Tucker / passed 5-0) to Direct Staff to proceed with an Ordinance amendment to Section 50.10(C) of the Riverbank Municipal Code to allow Solid Waste Rates to be established by Resolution 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*

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

City Manager Jill Anderson: 1) announced that Item 8.1 and LRA Item 8.2 would not be considered, however LRA Item 8.3 would be considered in Closed Session, 2) commented on the increase of mosquito infestation and the assistance of the Eastside Mosquito Abatement District, 3) commented on those affected by the recent earthquake and the recent downtown fire, and 4) announced a scheduled Emergency Preparedness Training class for City staff.

Marisela Garcia, Director of Finance, announced that four vacancies existed on the Budget Advisory Committee, and encouraged public participation.

Sue Fitzpatrick, Director of Parks and Recreation, introduced the newly designed Activity Guide for Fall and Winter programs.

City Manager Anderson recognized Mr. Mark Kindleberger of Schneider Electric, who participated in the groundbreaking Wastewater Treatment Plant [Energy Efficiency Project] event, along with City Staff and City Council.

Mayor O'Brien recognized Dr. Camp, Superintendent of the Riverbank Unified School District sitting in the audience.

Item 7.2: Council/Authority Member Comments

Councilmember Jones Cruz commented on: 1) the need for members of the Budget Advisory Committee, 2) the swift response by the Stanislaus Consolidated Fire District, thanking them for their efforts, and 3) the appreciation for mosquito abatement.

Councilmember Barber-Martinez commented on: 1) the Farmer's Market event on Wednesday nights, 2) the new professional appearance of the Parks and Recreation Activity Guide, 3) the scheduled Scott Pettit Blues and Bibs event hosted by the Chamber of Commerce, and 4) her concerns with the North County Corridor Project.

Councilmember Tucker echoed comments made by the previous Council Members, especially the need to keep abreast of the North County Corridor Project.

Vice Mayor Campbell commented on: 1) the efforts of the City Manager and staff for having a disaster preparedness plan and the professionalism of City staff, 2) the downtown fire and the great efforts of the Stanislaus Consolidated Fire District, and 3) the Riverbank Food Sharing Christian Center's Spaghetti Dinner fundraiser.

Item 7.3: Mayor/Chair Comments

Mayor O'Brien commented on: 1) condolences to the Trawick Family for the loss of Mrs. Trawick, and 2) thanked the County for the NCC presentation and for listening to the City's concerns.

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEMS, CLARIFYING THAT ONLY LRA ITEM 8.3 WOULD BE CONSIDERED, AND OPENED THE ITEMS FOR PUBLIC COMMENT; NO ONE SPOKE.

MAYOR/CHAIR O'BRIEN RECESSED TO CLOSED SESSION AT 7:22 P.M.

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 County Superior Court Case No. 670739

LRA Item 8.2: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: APN #062-031-007; 062-031-006; 062-008-009

Agency Negotiator: Jill Anderson, City Manager

Property Negotiator: U.S. Army

Under Negotiation: Price, terms of payment, or both

LRA Item 8.3: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Recommendation:

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

9. REPORT FROM CLOSED SESSION

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETING AT 7:39 P.M.

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

This item was pulled from the agenda.

LRA Item 9.2: Report from Closed Session LRA Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

This item was pulled from the agenda.

LRA Item 9.3: Report from Closed Session LRA Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Chair O'Brien reported that direction was provided to staff.

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Register for 07/31/2014 and 08/07/2014.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meeting at 7:39 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.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 23, 2014
Subject:	Approval of the September 9, 2014, regular City Council Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the September 9, 2014, regular City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. September 9, 2014, regular City Council Minutes



CITY OF RIVERBANK
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 9, 2014



The following minutes reflect action minutes, which may contain 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 of the City of Riverbank met at 6:00 p.m., on this date, at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor Richard D. O'Brien presiding.

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

INVOCATION: Pastor Chris Martin

Mayor O'Brien welcomed Pastor Martin from the new Riverbank Living Grace Church.

ROLL CALL:

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

CONFLICT OF INTEREST

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

Councilmember Leanne Jones Cruz declared a conflict with Item 3.B.

1. PRESENTATIONS

Item 1.1: Acknowledge the 2014 Teacher of the Year Nominees.

Mayor O'Brien announced that this presentation would be rescheduled. Mayor O'Brien proceeded to Item 1.3.

Item 1.2: Acknowledge the Oakdale Shelter Pet Alliance for Their Participation and Fundraising Effort at the 2014 Strut Your Mutt Event.

Mayor O'Brien presented a Certificate of Accomplishment and Appreciation to the Oakdale Pet Alliance Organization for their contributions and services. Ms. Betsy Corwin, President, spoke on behalf of the group, thanking everyone for the recognition, and announced their successful fundraising efforts as participants of the "Strut Your Mutt" event in San Francisco. Ms. Debbie Scoles, Founder, announced the success of their "You've been Littered" campaign.

Item 1.3: Update on the Stanislaus Consolidated Fire Protection District Board of Director's Activities by Riverbank's Board Representative.

Mayor O'Brien announced that the Board Representative was unable to attend the City Council meeting. Mayor O'Brien proceeded with Item 1.2.

Item 1.4: Informational Presentation on the 2014 Solid Waste Rate Study.

Marisela Garcia, Director of Finance, presented the Study.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

John Foley, Riverbank, spoke in regards to communication and customer service with the water department; his individual rights to receive water, penalties imposed for nonpayment of bills, and notification by the city when shutting off the water. He requested that the City Council review its policy on notification, penalties, and shutting off water service.

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 Council 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: Award Bid for the Morrill Road Pavement Resurfacing and Rehabilitation Project and Authorize Execution of Future Change Orders.

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

ACTION: *By motion moved/seconded (Barber-Martinez / Tucker) (passed 5-0) to approve Item 3.A. (Pass 4-0; Jones Cruz – recused) to approve Item 3.B –awarding the project bid to MCI Engineering, Inc. as the lowest bidder, and authorize execution of future change orders 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*

**Recused from Item 3.B.*

4. UNFINISHED BUSINESS

There were no items to consider.

5. PUBLIC HEARINGS

The Public Hearing Notices for the following public hearing items 5.1 – 5.4, to be considered by the City Council were published in the local newspaper of general circulation on August 20, 2014 and/or August 27, 2014.

Item 5.1: **A Resolution No. 2014-073 of the City Council of the City of Riverbank, California, to Establish, Amend, or Authorize Fees for the 2014 Fall/Winter City of Riverbank Recreation Programs, Parks, and Facility Use** – It is recommended that the City Council consider the proposed 2014 Fall/Winter recreation program fees as presented.

Sue Fitzpatrick, Director of Parks and Recreation, presented the staff report.

Mayor O'Brien opened the Public Hearing at 6:21:15 p.m.

· No one spoke for or against the item.

Mayor O'Brien closed the Public Hearing at 6:21:22 p.m.

ACTION: *By motion moved/seconded (Barber-Martinez / Campbell / passed 5-0) to adopt Resolution No. 2014-073 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 5.2: **A Resolution No. 2014-074 of the City Council of the City of Riverbank, California, Adopting the Community Development Block Grant Program Income (PI) Reuse Plan**– It is recommended that the City Council Adopt a Resolution Approving the revised Community Development Block Grant Program – Program Income (PI) Reuse Plan.

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

Mayor O'Brien opened the Public Hearing at 6:24:05 p.m.

· No one spoke for or against the item.

Mayor O'Brien closed the Public Hearing at 6:24:12 p.m.

ACTION: *By motion moved/seconded (Campbell / Tucker / passed 5-0) to adopt Resolution No. 2014-074 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 5.3: **A Resolution of the City Council of the City of Riverbank, California, to Adopt the Revised First Time Home Buyers and Housing Rehabilitation Guidelines as Required by the Community Development Block Grant (CDBG) Program** – It is recommended that the City Council open and close the Public Hearing and continue this item to the September 23, 2014, regular City Council meeting at the request of staff. (There is no staff report to this item.)

City Manager Jill Anderson, requested that the City Council open and close the public hearing and continue the item to the next City Council meeting to allow staff additional time to prepare the guideline revisions.

Mayor O'Brien opened the Public Hearing at 6:25:13 p.m.

· No one spoke for or against the item.

Mayor O'Brien closed the Public Hearing at 6:25:19 p.m.

ACTION: *By motion moved/seconded (Jones Cruz / Tucker / passed 5-0) to approve the continuance of Public Hearing Item 5.3 to the City Council meeting of September 23, 2014, 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 5.4: **First Reading and Introduction by Title Only of an Ordinance of the City Council of the City of Riverbank, California, Amending Title V: Public Works, Chapter 50: Garbage; Section 50.10: Rates To Be Charged, of the City Of Riverbank Code of Ordinances** – It is

recommended that the City Council consider an Ordinance amending Title V: Public Works, Chapter 50: Garbage, Section 50.10: Rates to be Charged to allow for solid waste refuse rates to be established by resolution.

Marisela Garcia, Director of Finance, presented the staff report, and clarified that the amendment to the ordinance was not to change the garbage rates.

City Council and Staff discussed the item.

Mayor O'Brien opened the Public Hearing at 6:33 p.m.

- Evelyn Halbert, Riverbank, inquired about City policy on submitting requests to have public notices published on items to be considered by the City Council prior to the City Council considering the item. City Manager Jill Anderson responded.*

Mayor O'Brien closed the Public Hearing at 6:36 p.m.

ACTION: *By motion moved/seconded (Campbell / O'Brien / passed 5-0) to approve Ordinance No. 2014-007 for its second reading by title only and consideration for adoption at the September 23rd 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

Item 6.1: **Community Facilities Districts** – It is recommended that the City Council receive a presentation on Community Facilities Districts, which are used to fund infrastructure, services, and maintenance associated with new development. It has been suggested that the City of Riverbank consider the formation of CFD's for maintenance of defined City services and that this special tax should be applied to all new development projects.

John Anderson, Contract Community Development Director, presented the staff report; City Council and Staff discussed the item.

Public Comment:

- Mr. Edward Jones spoke against increasing taxes.*
- Mrs. Evelyn Halbert referred to the Downtown Specific Plan and inquired about the effect on surrounding residential properties not designated in the Community Facilities Districts.*
- Mr. John Foley, a Realtor, spoke in regards to the difficulty homeowners had in selling their homes in Mello Roos Districts.*

Further City Council and Staff discussion ensued; no action was taken.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Kathleen Cleek, Community Development Services Administration Manager, provided additional information on the Morrill Road Pavement Resurfacing and Rehabilitation Project (Item 3.B).

Sue Fitzpatrick, Director of Parks and Recreation, announced the Teen Center Festival on September 20th and the Horseback Riding event for Teens on September 27th.

City Manager Anderson, thanked staff for their work, especially in her absence; thanked City Council for their attendance of the Annual League of California Cities Conference and their commitment to the City.

Item 7.2: Council Member Comments

Councilmember Jones Cruz commented on her attendance of the League of California Cities Conference and encouraged the City Council to consider a Community Council model made up of nonprofit and faith-based groups to administer city events, an idea that derived from information received from the City of Rancho Cordova at the conference.

Councilmember Barber-Martinez: 1) commented on her attendance of the League of California Cities Conference, 2) congratulated the Church of Living Grace for their new location in Riverbank, 3) announced the last Farmer's Market event would be on Wednesday (September 10th), 3) stated the Chamber of Commerce looked forward to serving the community next year, and 4) announced the scheduled Scott Pettit Blues and Bibs event on Saturday, September 13th.

Councilmember Tucker: 1) thanked the City for the opportunity to attend the League of California Cities Conference, 2) encouraged attendance to support the Blues and Bibs event, and 3) commented on the importance of domestic violence awareness.

Vice Mayor Campbell agreed with comments previously made by the Council Members and commented on the need to help and support the Riverbank Christian Food Sharing, announcing their Spaghetti Dinner fundraiser on September 20th.

Item 7.3: Mayor Comments

Mayor O'Brien: 1) commented on Council's consideration of the best methods of input for public discussion/comments from those who are unable to attend the meetings and the City Attorney's legal advice on receipt of comments such as in the form of emails or phone calls, 2)

suggested that the Members of the City Council provide a trip report as a permanent record of the benefits of the trip and to improve communications and deliverance of services, 3) commented on Riverbank as part of the Healthy Eating Active Lifestyle (HEAL) and Council's consideration of revising the City's smoking ordinance to include e-cigarettes and making it part of the City's parks system to be inline with HEAL, and 4) wished City Manager Anderson a Happy Birthday.

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council recessing into Closed Session.

Mayor O'Brien announced that Item 8.1 would not be considered; he read the item and opened the item for public comment. No one spoke.

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 County Superior 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

There was no report.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 7:32 p.m.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 23, 2014
Subject:	A Resolution of the City Council of the City of Riverbank, California, Authorizing the Destruction of Certain Records Retained by the Office of the City Clerk/Elections Official
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council authorize and order the destruction of certain election records that have exceeded their retention period and that have been determined to hold no administrative, fiscal, historical, or legal value.

SUMMARY

To manage the City's Records, the City adopted Resolution No. 2001-18, which implements the *Local Government Records Retention Guidelines*. Pursuant to these guidelines and the California Elections Code, the City Clerk, who also serves at the City's Elections Official, has identified records, listed on the attached Exhibit A, that have exceeded their retention period.

Furthermore, the City Clerk/Elections Official and the City Attorney have reviewed and determined that the listed records have no administrative, fiscal, historical, or legal value and therefore provide written consent to their destruction. The City Council, as the City's legislative body, authorizes and orders, by resolution, the record's final disposition.

FINANCIAL IMPACT

Due to the confidential nature of election documents, secure shredding of these records will consist of having the City's records storage vendor shred these records on-site at an approximate cost of \$250.00.

ATTACHMENT

1. Resolution with Exhibit A – 2014 List of Records for Destruction

CITY OF RIVERBANK

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS
RETAINED BY THE OFFICE OF THE CITY CLERK/ELECTIONS OFFICIAL**

WHEREAS, effective records management guidelines provides a method in which a city can efficiently maintain, retain, preserve, and dispose of various types of records generated in the course of business; and

WHEREAS, on February 26, 2001, the City Council adopted Resolution No. 2001-018 implementing the Local Government Records Retention Guidelines for the management and retention of citywide records; and

WHEREAS, California Government Code Sections 34090, 34090.5 and 81009, as well as various sections of the California Elections Code, set forth the policy and procedures for the destruction of certain city records; and

WHEREAS, the City Clerk, who serves as the custodian of city records, administers the Records Management Program and final disposition of City records pursuant to the Records Retention Guidelines; and

WHEREAS, the City Clerk, who also serves as the City's Elections Official, has reviewed the records listed on **Exhibit A**, and has determined that certain election records have exceeded their retention period; and

WHEREAS, the City Clerk/Elections Official and the City Attorney have determined that there are no administrative, fiscal, historical, or legal value of said records and therefore have given written approval to the destruction of the records indicated on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize and order:

1. The destruction of the inventoried records as specified on **Exhibit A** attached hereto.
2. The destruction of said records shall be conducted on-site to preserve the integrity and confidentiality of the electoral process.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of September, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachments: Exhibit A – 2014 Inventoried Records List

COPY

2014 LIST OF RECORDS FOR DESTRUCTION
CITY OF RIVERBANK, OFFICE OF THE CITY CLERK/ELECTIONS

November 7, 2000 – General Municipal Election

- November 4, 2008 – General Municipal Election

- May 21, 2009 – Recall for David A. White & Jesse James White

- June 4, 2013, Special Municipal Election

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 23, 2014
Subject/ Title:	A Resolution of the city council of the City of Riverbank, California, Supporting the Redesignation of the Stanislaus County Recycling Market Development Zone
From:	Jill Anderson, City Manager
Submitted by:	Marisela Garcia, Director of Finance/City Treasurer Laura Graybill, Project Coordinator

RECOMMENDATION:

On Consent Calendar, Council to adopt a **Resolution** supporting renewal of the Stanislaus County Recycling Development Zone by roll call vote.

SUMMARY:

California's Integrated Waste Management Act (IWMA), which originally passed in 1989 and has since been amended, requires each jurisdiction within the State to reduce the amount of waste disposed in landfills by 50% by the year 2000 and every year thereafter. To assist California cities and counties in reaching this goal, the Recycling Market Development Zone (RMDZ) program was created by the California Department of Resources and Recovery (CalRecycle).

The RMDZ program is available throughout the state providing incentives to drive development of local markets for processing, and the manufacturing and marketing of products made from reused, recycled and discarded materials. The program also helps create jobs, can increase the tax base, reduce transportation costs of local recycled materials and reduce energy demands as many recycled content products use significantly less energy to manufacture than non-recycled content products.

Businesses located in or looking to locate in the RMDZ are provided the following assistance and economic incentives:

- **Low Interest Loans and Other Assistance with Financing** – A CalRecycle RMDZ loan can finance up to 75% of a project, up to \$2 million per loan. Loan terms are up to 15 years, and the low interest rates are from fixed-rate State funds. Rates are kept at or below the prime rate. Businesses not qualifying for a RMDZ loan are referred to other financing options/entities.

- **Permit Assistance** – State and Local public agencies guide businesses through local and state permitting and regulatory processes.
- **Location Assistance** – Businesses seeking to locate or expand in this region can be directed to industrial zoned property and other sites throughout Stanislaus County and its cities.
- **Feedstock Sourcing/Marketing Assistance** – Businesses in need of materials feedstock or seeking an outlet for their residual materials are provided with sourcing or marketing assistance.
- **Other Benefits** – Businesses are given access to Business Plan assistance, industry cluster networks, business incubation hubs, the capital network, financing assistance and promotional outlets.

In 1993, Stanislaus County Department of Environmental Resources (DER) achieved a RMDZ designation which included the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford and the unincorporated area within the county. In 2004, the Board resolved to renew participation in the RMDZ by renewing the program for another ten year period. At that time the program was subject to the California Environmental Quality Act (CEQA) and it was determined there was no significant impact on the environment which resulted in a Negative Declaration being issued.

Over the last twenty years, CalRecycle provided eleven loans to the Stanislaus County RMDZ. The eleven loans totaled \$13,507,508 and led to the following outcomes in Stanislaus County:

- **Grover Landscape Services, Inc.**, 2825 Kiernan Ave., Modesto: Company has two permitted composting sites within the County. From 1996 through 2007, the business has received four loans totaling \$3,949,008. On average 16,286 tons of greenwaste material is diverted annually from the landfill
- **REPSCO, Inc.**, 5300 Claus Road, Riverbank: Company processes plastic, primarily PET to produce plastic slip sheets, an alternative to wood pallets. REPSCO received \$1,340,000 in 2011 and has diverted an average of 700 tons of plastic annually from the landfill
- **Peninsula Plastics Recycling, Inc.**, 530 S. Tegner Road, Turlock: Company manufactures plastic packaging produced from recycled plastic. Peninsula Plastics received a \$2,000,000 loan in 2009 and has diverted 71,787 tons of plastic from the landfill and created 110 full time jobs.
- **Modesto Sand & Gravel Products, Inc.**, 6139 Hammett Ct., Modesto: Company processes construction and demolition material (concrete, roof tiles, asphalt) generating an aggregate base product and sand. Modesto Sand &

Gravel received \$328,500 in 2000 and has diverted over 160,404 tons of material from the landfill

Recycling Market Development Zones must be redesignated every ten years by CalRecycle if they wish to continue their status as a RMDZ. Redesignation of the Stanislaus County RMDZ would enable continued provision of these benefits to companies within the Zone for another ten years.

The redesignated Stanislaus County RMDZ will consist of the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and the unincorporated area of Stanislaus County surrounding these cities.

The RMDZ is subject to the environmental review process as part of the approval of the redesignation application with the State of California. Stanislaus County is serving as the lead Agency for redesignation and has completed the environmental review required for the Redesignation application.

It is the goal of the proposed Resolution supporting the redesignation to be a regional partner in efforts to continue to build on past successes. The Director of Environmental Resources is asking the Board of Supervisors to adopt a Resolution approving the redesignation of the Stanislaus County Recycling Market Development Zone and authorize DER to submit the Redesignation Application to the California Department of Resources Recycling and Recovery for the unincorporated area of Stanislaus County and its nine surrounding cities.

FINANCIAL IMPACT:

None to the City.

ATTACHMENTS: (List attachments in order of placement)

1. Resolution

CITY OF RIVERBANK

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, SUPPORTING THE REDESIGNATION OF THE STANISLAUS
COUNTY RECYCLING MARKET DEVELOPMENT ZONE**

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Stanislaus County Recycling Market Development Zone includes the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, and Waterford and the unincorporated areas of Stanislaus County surrounding these cities; and

WHEREAS, the Stanislaus County Recycling Market Development Zone is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the designation of the Stanislaus County Recycling Market Development Zone expires on November 14, 2014; and

WHEREAS, the City of Riverbank desires existing and new recycling-based manufacturing businesses located within the Stanislaus County Recycling Market Development Zone to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies” [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford and the unincorporated areas of Stanislaus County surrounding these cities have agreed to submit an application to CalRecycle requesting renewal as a RMDZ; and

WHEREAS, the County of Stanislaus has agreed to act as Lead Agency for the proposed renewal of the RMDZ; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Stanislaus has determined that this redesignation is exempt from CEQA; and

WHEREAS, the City of Riverbank finds there are no grounds for the City of Riverbank to assume the lead Agency role or to prepare an environmental document.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby resolves that: The City of Riverbank as Responsible Agency, approves the renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ and directs the Stanislaus County RMDZ Administrator to submit an application to CalRecycle requesting renewal of the Stanislaus County Recycling Market Development Zone as a RMDZ which includes the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford and the unincorporated areas of Stanislaus County surrounding these cities.

BE IT FURTHER RESOLVED, that the member jurisdictions of the Stanislaus County Recycling Market Development Zone will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures, and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of September, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

COPY

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 23, 2014
Subject:	Acceptance of the Oakdale and Morrill Traffic Signal Project and Authorization to File a Notice of Completion
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance/City Treasurer Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Oakdale and Morrill Traffic Signal Project and authorize staff to file a Notice of Completion.

SUMMARY:

George Reed, Inc. has completed the construction of the Signal at Oakdale and Morrill Project. William Kull, City Engineer and City staff have completed a final inspection, and determined that construction has been completed per the plans and specifications.

In fiscal year 2007/2008, the City of Riverbank was awarded Congestion Mitigation Air Quality (CMAQ) funds through a competitive process to install traffic control signals, safety lighting and roadway improvements at the intersection of Morrill Road and Oakdale Road. The Preliminary engineering and environmental process began in June 2009. In 2010 the right of way process began and the purchase of 2 parcels was finalized in February 2012. Construction funds for the project were allocated in July 2012, and the first task in the construction process was to coordinate with the Modesto Irrigation District to relocate utility poles from the project area. Once all utilities were relocated, the City proceeded to bid the project. The project consisted of removing existing stop signs at the intersection and replacing with signal lights. The project included engineering, design, right-of-way purchase, and construction.

The construction contract was awarded on December 9, 2013, to George Reed, Inc. in the amount of \$681,270.00. A total of nine (9) Contract Change Order were issued for this project due to various items and changes in quantities in the amount of \$14,961.11 (2.20% of the original construction cost). Total cost of construction paid to George Reed, Inc. including change orders was \$696,231.11.

It is recommended that the Council accept the Oakdale and Morrill Traffic Signal Project as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

The cost of the project was programmed in the Federal Transportation Improvement Plan (FTIP) under the Congestion Mitigation Air Quality Program (CMAQ) and Fund 205 – System Development Streets/Public Works. This project was completed on budget.

Total Projects Costs:

	<u>Actual Costs</u>	<u>Budget</u>	<u>Funding</u>
Engineering & Design	\$ 81,001.25	\$ 90,000.00	CMAQ
Right-of-way	\$114,342.50	\$424,000.00	CMAQ
Utilities	\$144,000.00	\$144,000.00	Sys. Dev. Fees
Construction Engineering & Construction	<u>\$809,499.74</u>	<u>\$898,500.00</u>	CMAQ / Sys. Dev.
	\$1,148,843.49	\$1,556,500.00	

ATTACHMENTS:

1. Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATE

CITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Riverbank
(Print Full Name)
3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367
(Address, City, State, Zip)
4. The nature of the title of the undersigned is:
☒ Owner in Fee, **or** ☐ Vendee (Buyer) under Contract of Purchase, **or**
☐ Lessee, **or** ☐ Other
If "Other," briefly list or describe appropriate designation or title _____
5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
Co-owner's Name(s) Co-owner's Complete Address (Number and Street, City, State, Zip)
N/A
6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):
Co-owner's Name(s) Co-owner's Complete Address (Number and Street, City, State, Zip)
N/A
7. A work of improvement on the property described below was completed on September 23, 2014
(Date of Completion)

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose, or as to the legal validity of any provision or the suitability of these forms in any specific transaction.

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8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") George Reed, Inc.

If notice covers completion of contract for only part of the work of improvement, check box and complete:

- ☒ The kind of work done or finished was installation of traffic signal, underground improvements, curb, gutter, handicap ramps, drainage and AB and AC paving.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

9. The property on which the work of improvement was completed is in the City of Riverbank,
County of Stanislaus, State of California, and is described as follows:
Signal at Oakdale and Morrill Project
(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is intersection of Oakdale Road and Morrill Road in Riverbank, CA 95367
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 23rd day of September, 2014
(Day) (Month) (Year)

City of Riverbank
Laura Graybill, Project Coordinator
(Owner's Typed or Printed Name)

[Signature]
(Owner's Signature)

VERIFICATION

I the undersigned, say:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of Riverbank, County of Stanislaus, State of California
on this 23rd day of September, 2014
(Year)

[Signature]
(Signature of Person Signing Notice of Completion)
Laura Graybill, Project Coordinator
City of Riverbank

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (see CA Civil Code § 3093). For this purpose an "owner" is the person who causes a building, improvement, or structure to be constructed, altered, or repaired, whether the interest or estate is in fee, as a vendee (buyer) under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (CA Civil Code §§ 3092(g), 3093). **This form is for use with a private work of improvement only, and is not intended for public sector applications.**

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against

the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (CA Civil Code § 3093(e)). This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield owner properly (CA Civil Code § 3117).

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date:	September 23, 2014
Subject:	Second Reading by Title Only and Adoption of Ordinance No. 2014-007 of the City Council of the City of Riverbank, California, Amending Title V: Public Works, Chapter 50: Garbage; Section 50.10: Rates To Be Charged, of the City of Riverbank Code of Ordinances
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance Annabelle Aguilar, City Clerk

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of Ordinance No. 2014-007 and approve its adoption.

SUMMARY

A Public Hearing was conducted at the regular City Council meeting on September 9, 2014, for the first reading and introduction by title only of **Ordinance No. 2014-007**. The City Council approved the Ordinance for its second reading and to consider its adoption at the next regular City Council meeting of September 23, 2014.

BACKGROUND

On August 26, 2014 the City Council authorized staff to proceed with a Proposition 218 process to consider the amendment of our current solid waste rates. In reviewing our ordinance in preparation for the potential amendment, it was noted that our rates are established by Ordinance, rather than by Resolution, a process that lengthens the time necessary to adopt rates.

The City of Riverbank has had a long practice of establishing and amending city rates (such as water, sewer, refuse, and connection fees) by Ordinance. Ordinance changes require a lengthy process that take approximately 54-60 days. This process involves the following procedures:

1. Public Hearing Notice of Publication – 10-15 days prior to public hearing
2. 1st Reading and Introduction of Ordinance – Regular City Council Meeting
3. 2nd Reading and Adoption of Ordinance – 14 days after 1st City Council meeting
4. Effective Date of Ordinance – 30 days after adoption

The current process involves a minimum of two meetings in order to consider the adoption of a new ordinance in addition to the 30 day waiting period for the ordinance to be effective.

The proposal to adopt rates by resolution would significantly shorten the time period required for rates to become effective. Establishing rates by Resolution would still require proper noticing to the public as well as a public hearing with the City Council. The time period necessary to adopt new or revised rates by Resolution would decrease to 15 days. The proposed process would be as follows:

1. Public Hearing Notice of Publication – 10-15 days prior to public hearing
2. Public Hearing – Regular City Council Meeting
3. Effective Date of Resolution – Immediately following adoption

With this streamlined process, the City would be in the position to adopt new or revised solid waste rates through a reduced time frame.

FINANCIAL IMPACT

Adoption of new or revised rates by Resolution would allow rates to be effective immediately and would allow the City to begin recouping its costs of services.

STRATEGIC PLAN

This report has been prepared to accomplish the following Strategic Plan Three Year Goal: “Achieve and Maintain Financial Stability and Sustainability”

ATTACHMENT

1. Ordinance No. 2014-007

CITY OF RIVERBANK

ORDINANCE NO. 2014-007

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AMENDING TITLE V: PUBLIC WORKS, CHAPTER 50: GARBAGE;
SECTION 50.10: RATES TO BE CHARGED, OF THE CITY OF RIVERBANK CODE
OF ORDINANCES**

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

Title V: Public Works, Chapter 50: Garbage, Section 50.10 Rates to be Charged, Subsection (C) Increase or decrease in rates, of the Riverbank City Code shall be amended to read as follows:

CHAPTER 50: GARBAGE

§ 50.10 RATES TO BE CHARGED

(C) *Increase or decrease in rates.* The rates for garbage collection here in set forth shall be increased or decreased by resolution of the City Council.

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 on September 9, 2014. Said ordinance was given a second reading at the regular City Council meeting on September 23, 2014.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on _____, 2014; motioned by Councilmember _____, seconded by Councilmember _____, moved the ordinance for adoption by a roll call 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: September 23, 2014

Subject: A **Resolution** of the City Council of the City of Riverbank, California, Approving the Amended First Time Homebuyers Program Guidelines, and the Housing Rehabilitation Program Guidelines Including the Single Family Temporary Relocation Program

From: Jill Anderson, City Manager

Submitted by: Marisela H. Garcia, Director of Finance
Rosa Casas, Housing Specialist II

RECOMMENDATION

It is recommended that the City Council hold the Public Hearing and adopt a Resolution approving the amendments to the First Time Homebuyer Program and Housing Rehabilitation Program Guidelines. (The Public Notice was published in the local newspaper on August 20, 2014; the Public Hearing was held on September 9, 2014, and continued by the City Council to the September 23, 2014 regular meeting.)

SUMMARY

The City is required by granting agencies to update program guidelines in order to comply with specific regulations established by the agencies. The program guidelines provide direct guidance to the City on the policies and procedures that are necessary to ensure full compliance with the program. The First Time Homebuyers and Housing Rehabilitation Guidelines have been properly updated as required by the Community Development Block Grant (CDBG) Program.

BACKGROUND

First Time Homebuyer Program

The City of Riverbank's First Time Homebuyer program has been assisting residents in Riverbank on the purchase of their first homes since 1998. This program is designed to be a "gap financing" mechanism whereby the City is able to loan funds to those residents whose primary loan is insufficient to purchase their first home. Currently, our program is funded by grants awarded by the Community Development Block Grant

(CDBG) Program and the Home Investment Partnership (HOME) Program. These funding sources require first time homebuyer applicants to meet Housing and Urban Development (HUD) income guidelines to qualify for our program.

CDBG has provided the City with recommended updates that are required to be incorporated into our current guidelines. Several of these changes include the following:

1. Establishes a priority listing to the Title Company on the use of down payment funds that are received from the buyer. To the extent possible, at close of Escrow, the Title Company should apply the funds in the following manner: (1) down payment; (2) closing costs (i.e. appraisal fees, loan origination fees, etc.); (3) to the purchase price.
2. Updates the Conflict of Interest Requirements which prohibits any policy making members of the City (i.e. the City Council, City Manager, Department Heads) from being eligible for the program.
3. Regulations making a home ineligible for the Housing Rehabilitation program when a home is purchased through the First-Time Homebuyers Program unless the rehabilitation is considered as part of the purchase process.
4. Adds Section 3.2 (D) which states that eligible homes shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room. (This removes any restrictions that required only 3 bedroom/2 bathroom homes to be considered for the program).

Housing Rehabilitation Loan Program

The Housing Rehabilitation Program has been very successful in assisting residents of the City of Riverbank with the rehabilitation or reconstruction of their homes since 1986. The CDBG Program has updated their guidelines as follows:

1. Updates to the format of the document (i.e. renumbering of sections and moving sections from one part of the document to another).
2. Updates to the Single Family Temporary Relocation Plan

It is therefore recommended that the City Council adopt the amended guidelines for the First Time Homebuyer Program and the Housing Rehabilitation Loan Program.

FINANCIAL IMPACT

No financial impact is anticipated with the adoption of the guidelines.

STRATEGIC PLAN

This item is indirectly related to the City's Strategic Plan, but offers the City the opportunity to provide valuable programs to the residents of Riverbank.

ATTACHMENT

1. Exhibit A – First Time Homebuyer Program Guidelines
2. Exhibit B - Housing Rehabilitation Program Guidelines

CITY OF RIVERBANK

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE AMENDED FIRST TIME HOMEBUYERS
PROGRAM GUIDELINES, AND THE HOUSING REHABILITATION PROGRAM
GUIDELINES INCLUDING THE SINGLE FAMILY TEMPORARY RELOCATION
PROGRAM**

WHEREAS, the City Council of the City of Riverbank acknowledges the public hearing regarding the amendment to the First Time Homebuyers Program Guidelines and Housing Rehabilitation Program Guidelines, which includes the Single Family Temporary Relocation Program; and

WHEREAS, the City Council of the City of Riverbank has been presented with the amended guidelines herein incorporated as Exhibit A, First Time Homebuyers Program Guidelines; and

WHEREAS, the City Council of the City of Riverbank has been presented with the amended guidelines herein incorporated as Exhibit B, Housing Rehabilitation Guidelines, including the Single Family Temporary Relocation Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approve amendments **Exhibit A and Exhibit B** attached hereto and incorporated herein to the First Time Homebuyers Guidelines and Housing Rehabilitation Program Guidelines, including the Single Family Temporary Relocation Program.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of September, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A: First Time Homebuyer Program Guidelines
Exhibit B: Housing Rehabilitation Program Guidelines

City of Riverbank

State of California Housing and Community Development
Community Development Block Grant (CDBG)
HOME Investment Partnership

Serving the Area of

City of Riverbank,
City Limits

Homebuyer Program Guidelines

**Resolution : 2014-XXXX
September 23, 2014**

EXHIBIT A

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EXHIBIT A

CITY OF RIVERBANK

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 2.1. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. The Program will be administered by City of Riverbank, Housing Division, (the “Program Operator”). (Note: Program Operator may be the Sponsor, or may be a named contractor, consultant, or subrecipient that has been approved by the Sponsor.) ***Note: For CDBG the Sponsor is the Grantee.***

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. (For HOME, the Sponsor shall develop a Fair Housing Marketing Plan prior to project set up). Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

EXHIBIT A

- B. The Program Operator will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor should take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Applications are only deemed complete if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be accepted until complete.
- B. Applicant is invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and an income screening is completed for eligibility. If eligible the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment I: Instructions to Home Buyer, Property Disclosure package containing Attachment F: Sellers Lead-Based Paint (LBP) Disclosure, Attachment G: LBP Contract Contingency Language and Attachment H: Notice to Seller and the EPA Booklet (Protect Your Family from Lead in Your Home). . Complete applications are date and time stamped, therefore, assistance is given on a first-come-first-served basis.
- C. The potential homebuyer Preliminary Eligibility Letter will be valid for 180 days (six months) in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 180-day time frame, the potential homebuyer is unable to purchase a home, a renewal application must be completed. The application process will remain available as long as funding is available. Once funding has expired, an interest waiting list will be initiated.

EXHIBIT A

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE			
FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH			
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 580	\$ 750	Housing
Insurance	50	+250	Other Debt Service
Taxes	<u>120</u>	\$1,000	Total Debt Service
Total Housing Expense	\$750		
(Overall debt service per month is 40% of \$2,500)		(PITI is 30% of \$2,500)	
OTHER HOUSEHOLD DEBT SERVICE			
Car Payment		\$150	
Credit Card Payment		<u>100</u>	
Total Other Debt		\$250	
A \$580 per month loan payment equates to borrowing \$121,500 at 4% for a 30-year term.			

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH	
Purchase Price of Property	\$ 150,000
Less Primary loan amount	121,500
Less down payment of 1%	<u>1,500</u>
Equals "GAP"	\$ 27,000
Plus estimated allowable settlement charges	<u>4,500</u>
Equals Total Subsidy	\$ 31,500

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions: (Depending on the HCD Program)
- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;

EXHIBIT A

- 3) The housing unit will be subject to inspection;
Note: For CDBG local health and safety standards and for HOME the housing unit must comply with local codes at the time of construction. CalHome has not established conditions of housing units that are to be purchased but has elected to leave this requirement to the Sponsor.
 - 4) All housing units built prior to January 1, 1978 will require a lead-based paint disclosure to be signed by both the homebuyer and Seller (Attachment F);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, a renter purchasing the unit, or vacant for four months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Any work to be completed if authorized by the Loan Committee after purchase will be undertaken during the time period determined by the Loan Committee at time of loan approval. ***Note: For HOME the housing unit must meet code no later than two years after transfer and be free from health and safety defects prior to initial occupancy. CalHome funds shall only be used for permanent gap financing for a housing unit ready for occupancy with the exception of primary loan obtained through HUD or USDA, which addresses rehabilitation of the housing unit.***
- E. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- F. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- G. At the time of escrow closing, the Sponsor shall be named as an additional

EXHIBIT A

loss payee on fire, flood, if required, and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. In addition, a policy of Title Insurance naming the Sponsor as insured is required. Failure to provide owner occupied hazard insurance will be cause for the City loan to enter into foreclosure.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.
- B. Homebuyer funds shall be used in the following order:
 - 1) Down payment - Minimum Requirement: 1% (one percent)
 - 2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
 - 3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.
- C. If the items in B.2), above cannot be satisfied with homebuyer funds, the Sponsor may provide Program loan assistance to cover the remaining balance.
- D. Sponsor may not provide more than 50 percent of the down payment required by the primary lender (**CDBG requirement**). Sponsor may also provide sufficient assistance, as Program loan principal, to reduce the monthly payments for Principal, Interest, Taxes, and Insurance (PITI) to an affordable level of household income. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 30 to 45% percent of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the

EXHIBIT A

Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class **(a CalHome requirement)**. The homebuyer education class may cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; and loan servicing.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body of the locality.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

EXHIBIT A

2014 median family income for non-metropolitan counties statewide, applies to 18 counties*

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	31,400	35,850	40,350	44,800	48,400	52,000	55,600	59,150

Income Limits to be update annually upon issuance of Annual Income Limits by the funding source. *Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is:

http://www.hcd.ca.gov/hpd/hrc/rep/state/cdbq_home07.pdf

Household: means one or more persons who will occupy a housing unit.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income. The link to Annual Income Inclusions and Exclusions is:

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<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

NOTE: Non-occupant co-signers will not be required to submit income and asset documentation. Co-signers income will not be included in the household income determination. Co-signers are acceptable as long as their names do not appear on the Grant Deed or Deed of Trust.

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. The Link to Asset Inclusions and Exclusions is:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment B: Part 5 Assets Inclusions and Exclusions

2.3. DEFINITIONS OF AN ELIGIBLE HOMEBUYER

- A. An eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. ***Note: Jurisdictions with CDBG-funded programs may develop their own definitions of an eligible homebuyer, and may choose to assist eligible homebuyers who are not “first-time” homebuyers.*** HOME- and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201 (k) Title 25 California Code of Regulations:

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B. “First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- 1) A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- 2) A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
- 3) An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a) Not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b) not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: City limits of the City of Riverbank.
- B. Housing unit types eligible for the Homebuyer Assistance Program are new or previously owned: single-family detached houses, halfplex, duplex, condominiums, or manufactured homes on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless it is located on a permanent foundation system.

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- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance in order to close escrow.

3.2. CONDITION

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit not requiring participation in Sponsor's housing rehabilitation program, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator's construction inspector will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.
- 2) When the Sponsor's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.E will apply.
- 3) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Program Operator will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.
- 4) Upon completion of all work required by the building inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

- B. After a home is purchased using this Program (unless a commitment is made to rehabilitate the home in conjunction with the purchase) such home shall not be eligible for the Sponsor's housing rehabilitation program, if any, for the relevant period of affordability. ***Note: All three HCD programs allow purchase and rehabilitation concurrently.***

Note: For HOME-funded programs - during the first year after the rehabilitation project is complete, the Sponsor may commit additional funds to a project. After the first year, no additional HOME funds may

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be provided during the period of affordability (except a homebuyer may be assisted to acquire a unit previously assisted with HOME funds).

- C. If the assisted homebuyer is acquiring and rehabilitating a home with Program funds:
- 1) The housing unit must be free from any defects that pose a danger to the health and safety of occupants before occupancy ***(and for HOME-funded programs any deficiencies must be corrected no later than six months after the transfer is made to the owner)***. The building inspector must inspect the housing unit again at project completion. The housing unit must meet written rehabilitation standards and local codes and ordinances at project completion ***(and for HOME within two years of property transfer to the owner)***.
 - 2) The Sponsor's Housing Rehabilitation Guidelines will be adhered to.
- D. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room.
- E. Lead Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.E. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. (Note: The Sponsor may choose to pick up the cost as an incentive to sellers who might not otherwise sell to a Program participant due to costs and potential delays due to dealing with lead-based paint requirements.) HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance. ***(Note: the CDBG Program allows grants for lead hazard evaluation and reduction activities. The HOME Program allows grants for lead hazard evaluation and reduction activities only for acquisition with rehabilitation programs where the proposed paint stabilization measures do not add value to the home, and upon approval of revised regulations expected to be adopted in April, 2004, HOME will also allow grants for lead hazard evaluation and reduction activities that do not add value to the home for acquisition-only programs.)***

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The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given a copy of and asked to read the EPA pamphlet "*Protect Your family From Lead in Your Home*". (EPA 747-K-94-001, **September 2001**) A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment J).
- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment F), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- 5) **Purchase Contract Contingency Language:** Before a homebuyer is obligated under any contract to purchase a pre-1978 housing unit, the seller shall permit the homebuyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (See Attachment G for sample lead-based paint contract contingency language).

A homebuyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing, such as in Attachment F, item (e)(ii). In this case the purchase contract

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contingency language is not required.

- F. The Program Operator will: 1) confirm that the housing unit is within the eligible area, and 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding.

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner occupied or have been vacant for four months prior to the acceptance of a contract to purchase. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104 (d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

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3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller. **(See Attachments for Sample disclosures.)**
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment H) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (Required for federally funded Programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program, are provided by funding source on an annual basis. The program operator will use the most current data available.

Note: Sponsor may eliminate multi-unit homes from consideration. For HOME- and CalHome-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: For CalHome-funded Programs, the purchase price can not exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association; for HOME-funded Programs the value (with or without rehabilitation) can not exceed 95 percent of the area median purchase price -- see Attachment C. Sponsor may choose to establish lower limits if it sees fit. Sponsor is not required to establish a purchase price limit for solely CDBG-funded Programs.

Attachment C: MAXIMUM PURCHASE PRICE / AFTER REHAB VALUE LIMITS The most current limits issued annually by HCD may be found at <http://www.hcd.ca.gov/fa/home/homelimits.html> *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

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5.1. QUALIFYING RATIOS

Primary loans underwritten by FHA, USDA Rural Development, Fannie Mae, Freddie Mac, or CalFHA will be acceptable to establish creditworthiness, repayment ability, and dependability of income. ***Note: If none of the above primary loans are used, it will be up to the Sponsors to establish the front- and back-end ratios that will be allowable in their program. The ratios are calculated on the borrower's fixed monthly expenses to the household's gross monthly income.***

The front-end ratio shall be between 30% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of PITI (loan principal and interest payment + property taxes + property insurance). ***Note: The borrower would qualify if the proposed monthly PITI payment were 35% or less than the borrower's gross monthly income.***

The back-end ratio shall be between 35% and 45% and is the percentage of a borrower's gross monthly income that would cover the cost of PITI plus any other monthly debt payments like car or personal loans and credit card debt. ***Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factor. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense.***

5.2. INTEREST RATE

The rate of interest shall be fixed (not an adjustable rate mortgage, ARM) at the current market rate. If "Risk Rates" are applied (an interest rate that reflects the primary lender's loan risk) each loan shall be evaluated by the Sponsor on a case by case basis.

Note: for HOME-funded programs, upon approval of revised regulations expected to be adopted in April, 2004, the current market rate must be evidenced by the Effective Rate plus 50 basis points listed in the Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the San Francisco District and no temporary interest rate buy-downs are permitted.

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5.3. LOAN TERM

The primary loan shall be fully amortized and have a term “all due and payable” in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

Note: One exception under the CDBG and CalHome-funded Programs is that sponsor may incorporate into its guidelines a shorter term for loans to purchase manufactured homes not on permanent foundations.

5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed **\$70,000.00**. Any approved “grant” amount for lead-based paint evaluation and mitigation activities or for closing costs shall be included in this amount. ***Note: The CalHome and CDBG Programs do not have a specific subsidy limit, but Sponsor must establish a subsidy limit for the local Program. The following HOME subsidy limits (updated each year by HUD) control the amount of HOME Program assistance that may be provided to a Program homebuyer. The loan amount may be lower than the County’s HUD-published limits.***

Attachment D: HOME SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)

6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

6.3 AFFORDABILITY PARAMETERS FOR BUYERS

The actual amount of a buyer’s Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The primary lender will use the “front-end ratio” of housing-expense-to-income to determining the amount of the primary loan and, ultimately, the program subsidy amount required, bridging the gap between the purchase price (less down payment) and the amount of the primary loan.

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6.4. RATE AND TERMS FOR PROGRAM LOANS

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan. Below in A is the type of interest that is allowed on the program loan.

- A. The Program loan's term shall be for at least as long as the primary loan. The interest rate (for CalHome and HOME ranging from 0 to 3 percent) shall be 3% simple interest, annually. ***(to be established here, depending on the HCD Program the Sponsor will be using).*** All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. ***Note: The Sponsor may allow forgiveness of all or a portion of the accrued interest as part of a local program design. Loan principal shall not be forgiven, unless allowed by statute.***

6.5. LOAN-TO-VALUE RATIO

The loan-to-value ratio, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, upon notification to and approval of the Sponsor.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

City of Riverbank
Attn: Housing Division
6707 Third Street
Riverbank, CA 95367

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by all three HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from

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borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

- A. Loans are due upon sale or transfer of title (unless assumable as in B below) or when borrower no longer occupies the home as his/her principal residence or upon the loan maturity date. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment E on loan defaults for further information on property restrictions.
- B. Program loans may or may not be assumable according to the HCD program and the loan documents.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

- A. See Attachment E for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should

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submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible, for example in many cases the Primary Lender will not require mortgage insurance with the Sponsor's second in place which will save on the homebuyer's monthly payment.

B. Credit worthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's credit-worthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the building inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and

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estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etc.); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

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10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any Changes shall be made in accordance with delegations and approval by the Sponsor's Loan Committee and/or governing body. Changes shall then be sent to HCD for approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. The appeal must be made in writing. Sponsor has 30 days to review the appeal, seek recommendations from the loan committee, or if none, the sponsor's governing body, and respond in writing to the applicant.

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24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: ▶ Qualify as assistance under the TANF program definition at 45 CFR 260.31; and ▶ Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: ▶ the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus ▶ the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXHIBIT A

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

EXHIBIT A

16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including: ▶ The value of the allotment made under the Food Stamp Act of 1977; ▶ Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); ▶ Payments received under the Alaskan Native Claims Settlement Act; ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; ▶ Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older-American Community Service Employment Program); ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); ▶ Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

EXHIBIT A

ATTACHMENT B

24 CFR Part 5 ASSETS INCLUSIONS AND EXCLUSIONS

This presents the Part 5 asset inclusions and exclusions as stated in the Code of Federal Regulations.

Statements from 24 CFR Part 5 - April 1, 1998

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

EXHIBIT A

ATTACHMENT C

MAXIMUM PURCHASE PRICE / AFTER REHABILITATION VALUE LIMITS

<http://www.hcd.ca.gov/fa/home/homelimits.html>

State of California HOME Program

Single-Family Maximum Purchase Price/After-Rehabilitation Value Limits

FOR ACQUISITION AND/OR REHABILITATION OF EXISTING HOUSING

Effective January 1, 2014*

County	One-Unit 95% Median Limit
San Diego County	312,000
San Joaquin County	173,000
San Luis Obispo County	356,000
Santa Barbara County	228,000
Santa Clara County	430,000
Santa Cruz County	383,000
Shasta County	171,000
Sierra County	208,000
Siskiyou County	168,000
Solano County	204,000
Sonoma County	299,000
Stanislaus County	143,000
Sutter County	145,000
Tehama County	162,000
Trinity County	205,000
Tulare County	139,000
Tuolumne County	204,000
Ventura County	333,000
Yolo County	219,000
Yuba County	142,000

For the limits for buildings containing more than one unit, please contact your HOME Representative.

***These limits will be updated upon release of new information by HCD**

EXHIBIT A

Attachment D Home Program Subsidy Limits Per Unit – Section 221(d)(3)

STATE OF CALIFORNIA HOME PROGRAM SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3) (All limits are effective 5/8/12)

COUNTY NAME	O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
Fresno	\$126,726	\$145,273	\$176,650	\$228,528	\$250,853
Kings	\$119,532	\$137,026	\$166,622	\$215,555	\$236,612
Lake	\$126,726	\$145,273	\$176,650	\$228,528	\$250,853
Madera	\$117,318	\$ 134,488	\$163,536	\$ 211,563	\$ 232,231
Mariposa	\$121,745	\$139,563	\$169,708	\$219,546	\$240,994
Mendocino	\$121,745	\$139,563	\$169,708	\$219,546	\$240,994
Merced	\$119,532	\$137,026	\$166,622	\$215,555	\$236,612
Santa Cruz	\$132,260	\$151,616	\$184,364	\$238,507	\$261,807
Stanislaus	\$124,512	\$142,735	\$173,565	\$224,536	\$246,471
Tulare	\$121,745	\$139,563	\$169,708	\$219,546	\$240,994
All other Counties	\$132,814	\$152,251	\$185,136	\$239,506	\$262,903

EXHIBIT A

ATTACHMENT E

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF RIVERBANK

The City of Riverbank, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties, who's "Borrowers" have been assisted with public funds. The Lender will, to the greatest extent possible, follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) required Rent Limitation Agreement and monitoring of investor properties; 5) loans with annual occupancy restrictions and certifications 6) required noticing and limitations on any changes in title or use of property; 7) required noticing and process for requesting a subordination during a refinance; 8) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under an Installment Notes, which are amortized promissory notes (or Lender will use an outside loan collection company to collect payments). Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the Lender may take out force-placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for re-instating the necessary insurance will be added to the loan balance at time of instating of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Riverbank as additional insured will be required at close of escrow. The lender will verify the insurance on an annual basis.

EXHIBIT A

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have an impound account set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" (See Attachment A) for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Required Rent Limitation Agreement for Investor Properties:

All owner investor properties which receive loans from the Lender will be required to enter into a rent limitation agreement which restricts the tenants and the rents on the property for a fixed period of time, depending on the public funds used. The rent limitation agreement will be recorded on the title of the property and non compliance with this agreement can lead to foreclosure action by the Lender. The rent limitation agreement will be monitored annually to ensure that low or very low-income households occupy the assisted investor units and that the rents charged to those households is affordable. In some cases the units must be inspected annually to ensure that they are up to minimum health and safety standards. At the end of the designated affordability period, the Lender will release the Borrower from the rent limitation agreement.

5. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust.

6. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such

EXHIBIT A

that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to the Targeted Income Group (TIG) families.

Changes from owner-occupant to owner-occupant may occur at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is in the Target Income Group. If the heir intends to occupy the property and is non-TIG, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner-investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full. If the Borrower or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the rent limitation agreement, then the outstanding balance may be refinanced, subject to the review and approval of the Lender's Loan Committee.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

7. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will subordinate their loan only when there is no "cash-out" as part of the refinance. No cash-out means that there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-

EXHIBIT A

party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate, and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

8. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be

EXHIBIT A

eliminated due to insufficient sales proceeds.

Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

1. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
2. Can the Borrower refinance with a private lender and pay off the Lender?
3. Can the Borrower sell the property and pay off the Lender?
4. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
5. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

EXHIBIT A

ATTACHMENT A

OFFICIAL BUSINESS

Document entitled to free recording per *Government Code § 6103*

Recording Requested By
& When Recorded, Mail To:

CITY OF RIVERBANK
FINANCE DEPARTMENT
6707 THIRD STREET
RIVERBANK, CA 9567

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

A. REQUEST FOR NOTICE OF DEFAULT

In accordance with section 2924(b) of the Civil Code, request is hereby made that a copy of Notice of Default and a copy of any Notice of Sale under the deed of trust recorded _____, 20__, in Book/Reel _____, Page/Image_____, (or filed for record with recorder's document number _____)for the property located at _____. Said deed of trust of Official Records of Stanislaus County Recorder, Stanislaus County, California, executed by _____ as trustor(s) in which _____ is named as beneficiary and _____ is named as Trustee, shall have the notice of default mailed to:

CITY OF RIVERBANK
HOUSING DIVISION
6707 THIRD STREET
RIVERBANK, CA 9567

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

CITY OF RIVERBANK

By: _____

Dated: _____, 20__

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20__ before me, the undersigned Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for said County and State

(Space for Official Notary Seal)

EXHIBIT A

Recording Requested By

City of Riverbank

When recorded mail to:

Housing Division

City of Riverbank

6707 Third Street

Riverbank, CA 9567

This document is recorded on behalf of City of Riverbank and is exempt from recording fees pursuant to Government Codes 6103 and 27383

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

WHEREAS, _____ TITLE INSURANCE COMPANY is the present Trustee of record under that certain Deed of Trust executed on the ____TH day of _____, _____, by _____ as Trustor(s), to _____ TITLE INSURANCE COMPANY as Trustee, recorded on the ____TH day of _____, _____, as Instrument no. _____ in Book/Reel NA at Page/Image NA, of Official Records in the Office of the County Recorder of _____ County, California;

AND WHEREAS, the undersigned, CITY/COUNTY OF _____ is the present holder of the beneficial interest under said Deed of Trust, and hereby appoints itself as Trustee in place and stead of said _____ TITLE INSURANCE COMPANY under said Deed of Trust;

AND WHEREAS, the indebtedness secured by said Deed of Trust has been fully paid and satisfied;

NOW THEREFORE, _____ CITY/COUNTY OF _____ as substituted Trustee under said Deed of Trust, does hereby reconvey to the parties entitled thereto all right, title and interest which was heretofore acquired under said Deed of Trust.

Dated this ____ day of _____, 20_____.
CITY OF RIVERBANK

by: _____
as Substituted Trustee

State of California
County of Stanislaus

On _____ before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____:SIGNATURE

EXHIBIT A

(SAMPLE A)

LOAN RE-PAYMENT DEMAND INFORMATION

This is to inform you that on _____ the City of Riverbank had a deed of trust recorded on the property commonly known as: _____, ***Riverbank, CA.*** The deed of trust secured a promissory note with an interest rate of _____ percent (____%) annual simple interest. The daily rate of interest accrual is \$_____. The original principle amount of the loan was \$_____. Based on the above recordation date and the starting principle, as of today's date \$_____ in interest has accrued on the balance.

Make a check payable to the City of Riverbank for principle and interest, approximately \$_____. The final interest calculation will be made at time of closing when recordation of the Request for Re-conveyance is completed. Have check directed to:

**Attn: Housing Division
City of Riverbank
6707 Third Street
Riverbank, Ca 95367**

EXHIBIT A

ATTACHMENT F

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or;

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

EXHIBIT A

ATTACHMENT G **Homebuyer Assistance Program** **Sample Lead-Based Paint Contract Contingency Language**

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the tenth calendar-day after ratification. This ending date is: _____. [Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counteroffer, the Purchaser shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Property Address: _____

EXHIBIT A

ATTACHMENT H

Sample Disclosures to Seller with Voluntary, Arm's Length, Purchase Offer

DECLARATION

This is to inform you that (name of buyers) _____ would like to purchase the property, located at (address) _____, if a satisfactory agreement can be reached. We are prepared to pay \$ _____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, City of Riverbank will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor City of Riverbank will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$ _____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arm's length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:
607 Third Street, Riverbank, CA 95367. If you have any questions about this matter, please contact Housing Specialist __ at (209) 863-7126 __.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

EXHIBIT A

Sample Disclosures to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the City of Riverbank, Building Inspector will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the (City's) program, the property must be currently owner-occupied, vacant for four months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 4 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

EXHIBIT A Attachment I

IMPLEMENTATION STEPS INSTRUCTIONS TO HOMEBUYER

City of Riverbank

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. Participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. Preference will be given to vacant or owner occupied homes rather than tenant occupied.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract
 - residential loan application
 - credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos
 - escrow instructions
 - preliminary title report
- D. Program Operator reviews paper work to determine program eligibility and financing affordability for participant etc.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and home ownership responsibilities.
- F. Program Operator has home inspected (if necessary) to meet HQS or code compliance (dependent upon the program). Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.
- G. Program Operator requests loan approval from Sponsor's CAO (City Manager/Administrator or County Administrative/Executive Officer). Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Notice of Default, Grant Agreement, Owner Occupant Agreement with City/County, requests checks and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow close out information. After receipt of recorded loan documents, HUD I, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

EXHIBIT A

Attachment J

LEAD-BASED PAINT VISUAL ASSESSMENT, NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt ☐	
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found ☐	
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐	
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes ☐ No ☐	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

CITY OF RIVERBANK HOUSING REHABILITATION PROGRAM GUIDELINES

STATE OF CALIFORNIA
HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAMS

Resolution No. 2014-XXXX
September 23, 2014

CITY OF RIVERBANK
HOUSING REHABILITATION PROGRAM GUIDELINES

I. APPLICANT ELIGIBILITY

Temporary Relocation

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to the health and safety of a tenant or public danger or is otherwise undesirable because of the nature of the project. Relocated tenants will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the City of Riverbank's "Residential Antidisplacement and Relocation Assistance Plan", ***The "Residential Antidisplacement and Relocation Plan" is attached in Exhibit A.***

Owner occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the project coordinator/construction supervisor.

Conflict of Interest

No member of the governing body of the locality and no other official, employee, or agent of the city government who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly or indirectly be eligible for this program, unless the application for assistance has been reviewed and approved according to applicable California Department of Housing and Community Development (HCD) guidelines. This ineligibility shall continue for one year after an individual's relationship with the city ends.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. (Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Construction Supervisor to be part of the scope of work. Owner/builders are not reimbursed for labor.) The City reserves the right to determine if the owner is capable of owner/builder rehabilitation work.

Income

Owner Occupant - To be eligible, household income must be equal to, or less than, the applicable HCD income guidelines. Owner will be required to provide income documentation. (See attached Annual Household Income Definition/Income Limits). These limits are subject to update from time to time by the HCD.

Owner Investor - There are no restrictions on the income of the owner investor unless the owner investor is a member of the Targeted Income Group (TIG) and is interested in qualifying for a Deferred Payment Loan.

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Tenant will be asked to cooperate by providing income documentation. (See attached Annual Household Income Definition/Income Limits).

Occupancy

No unit to be rehabilitated will be eligible if it is currently occupied by an HCD ineligible household. Rental households occupying such units will be allowed to remain in the units. To prevent owners from evicting ineligible tenants before applying for the program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

Fair Housing

This program will be implemented in ways consistent with the City's commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination

under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (children), physical or mental disability, sexual orientation, or other arbitrary cause.

II. PROPERTY ELIGIBILITY

Location

Units to be rehabilitated must be located within Riverbank's city limits.

Rehabilitation Standards

All repair work will meet Uniform Building Code standards. The priority will be the elimination of health and safety hazards.

Property Improvements

All improvements must be physically attached to the property and permanent in nature. General property improvements should be limited to 15% of the rehabilitation loan amount. Luxury items are not permitted.

Lead-Based Paint

Program participants rehabilitating homes constructed prior to January 1, 1978 must be provided with the proper disclosure notification concerning lead-based paint (LBP) hazards. Whenever pre-1978 houses are rehabilitated under CDBG, please refer to Chapter 20, Lead-Based Paint Requirements for guidance. The costs associated with meeting these requirements are eligible to be paid for with CDBG funds, and should be considered during program design.

III. FINANCING

Owner Occupant

Limits - An eligible owner may qualify for the full cost of the rehabilitation work needed to comply with Uniform Building Code standards. Maximum assistance with CDBG funds is \$100,000. Total indebtedness against the property will not exceed 100 percent of after rehabilitation value. Rehabilitation costs for CDBG funded jobs may be supplemented with personal financing or with other loan or grant programs, which are sources of leverage for the city.

Types of Financing and Terms

Below Market Interest Rate Loan (BMIR) - Participants, whose monthly housing costs are less than 30% of their gross monthly income, shall receive a BMIR at 3% annual interest, for 15 years and/or until paid in full, with a minimum payment of \$20.00 per month.

Deferred Payment Loans (DPL) - Non-interest bearing loan, secured by a deed of trust, with no payback required until the participant sells or transfers title or discontinues residence in the dwelling within the Deferment loan period. (see IV.A.2).

Payments may be made voluntarily on a DPL.

Determining Eligibility

1. Every targeted income group owner occupants who are determined to be eligible for the CDBG program may receive DPL financing.
2. A limited number of \$7,500 grants are available as follows:
 - Senior Citizen - at least 65 years old.
 - Handicapped - only for handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed.

Owner Investor

Limits-An owner investor may qualify for the full cost of the rehabilitation work needed to comply with Uniform Building Code standards. Maximum assistance from CDBG funds is to be determined by the local jurisdiction. Two underwriting variables to consider are the loan-to-value ratio (does the property constitute sufficient value compared to the size of the loan the borrower is requesting to adequately secure the debt) and the debt-to-income ratio (the ability of the borrower to repay the debt). Total indebtedness against property will not exceed 100 percent of after rehabilitation value. Rehabilitation costs for CDBG funded jobs may be supplemented with personal financing or with other sources of leverage.

Maximum Loan-to-Value

The maximum encumbrance will normally be limited to (100 %) of the property's after- rehabilitated value.

When the ratio is at or above (100 %) the city/county may require an appraisal.

Debt-to-Income Ratio

Applicants whose debt to income ratio exceeds (45%) may be considered ineligible to participate in the program.

Types and Terms of Financing

Amortized loan - Below Market Interest Rate (BMIR) loan at 3% percent interest, secured by a deed of trust and with a maximum term of 15 years.

DPL for a TIG owner investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. Same terms as described in previous paragraph above.

Restrictions

Rent Limitation Agreement (RLA)

An owner investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:

In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.

Base Rent -- Vacant Unit

If the house is vacant, rent charges shall not exceed 30 percent of 80 percent city median income for the appropriate household size in that unit. Owner investor shall affirmatively seek TIG households by contacting the local housing authority. Where such contact does not result in eligible TIG tenants, the owner investor shall contact the city for guidance.

Base Rent -- Occupied Unit

If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.

Terms

If financing is the combined BMIR/DPL, adherence to these rent limitations will be for five years from the date of Notice of Completion of construction.

If financing is a DPL, adherence to these rent limitations will be for the term of the loan.

Compliance -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be instituted.

Lead-Based Paint

Program participants, including tenants, rehabilitating homes constructed prior to January 1, 1978 must be provided with the proper disclosure notification concerning lead-based paint (LBP) hazards. Whenever pre-1978 houses are rehabilitated under CDBG, please refer to Chapter 20, Lead-Based Paint Requirements for guidance. The costs associated with meeting these requirements are eligible to be paid for with CDBG funds, and should be considered during program design

Maintenance Agreement

As specified in the Rehabilitation Loan Agreement, an owner investor who participates in the program must maintain the property at post-rehabilitation conditions for a minimum of five years. Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be instituted.

IV. RESIDENCY REQUIREMENTS

Owner Occupant

Owner occupants will be required to submit to the city between January 1 and 15 of each year for the term of the loan:

- Proof of occupancy in the form of a copy of a current utility bill.
- Statement of unit's continued use as a residence.
- Declaration that other title holders do not reside on the premises.

In the event that an owner occupant sells, transfers title, or discontinues residence in the rehabilitated or purchased property for any reason, the loan is due and payable.

If the owner occupant dies, and if the heir to the property lives in the house and is income eligible, the heir may be permitted, upon approval of the City of Riverbank, to assume the loan at the rate and terms the heir qualifies for under current participation guidelines.

If the owner occupant dies and the heir is not income eligible, the loan is due and payable.

If an owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.

Owner Investor

If an owner investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.

An owner investor may convert a rental property to his or her personal residence if all conditions below exist:

- He or she can prove that the previous tenant was not evicted without cause.
- He or she is income eligible.
- He or she requests approval from the city.

If an owner investor converts a rental property, rehabilitated with CDBG funds, to his or her personal residence, but he or she is not income eligible, the loan is due and payable.

If an owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.

V. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the CDBG Foreclosure Policy adopted by the City, and is available upon request.

VI. INSURANCE

Fire Insurance

The applicant shall maintain fire insurance on the property for the duration of the loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the city as Loss Payee for the amount of the loan(s). A Proof of Insurance Certificate shall be provided to the city.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the City of Riverbank, at its option, may make such payments for a period not to exceed 60 days. The city may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the City of Riverbank make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the city under this program.

Flood Insurance

In areas designated by HUD as flood prone, the owner is required to maintain flood insurance in an amount adequate to secure the Rehabilitation Loan. This policy must designate the city as Loss Payee. The premium may be paid by the Rehabilitation Loan for one year.

VII. LOAN OR GRANT APPROVAL

All loans and grants must be approved by the CDBG Loan Review Committee. In order to obtain CDBG financing, applicants must meet all property and eligibility guidelines in effect at the time of loan approval. Applicants will be provided written notification of approval or denial. Reason for denial will be provided to the applicant in writing.

VIII. REPAIR CALLBACKS

In the event that a contractor must be called back to make corrections on rehabilitation work items that are not covered by the one year warranty, the City has the option to cover the costs through the current CDBG construction budget.

IX. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the CDBG Program should be made to the Project Manager first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the city. The city will then schedule a meeting with the CDBG Loan Review Committee. Their written response will be made within fifteen (15) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the City Council. Final appeal may be filed in writing to HCD within one year after denial or the filing of the Project Notice of Completion.

X. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

XI. CONTRACTING PROCEDURES

- All housing rehabilitation work must be carried out using the CDBG adopted housing rehabilitation guidelines.
- The city will prepare, advertise the bid package, and assist the homeowner in negotiating the contract.
- The homeowner will select the contractor.
- All contractors must be checked and cleared with HUD's federal debarred list of contractors.
- All contractors must be actively licensed and bonded with the State of California.
- All contractors must have public liability insurance to the city required limits, Workmen's Compensation Insurance, unemployment and disability insurance.
- All contractors must comply with CDBG federal and state regulations.
- A Notice of Completion must be recorded with the County Recorder.

XII. SWEAT EQUITY

Participants who wish to perform sweat equity will sign a written commitment itemizing the work they will perform, a time schedule for completion, and a dollar value of the contribution.

Owners that contribute sweat equity that involves painting will not participate in activities that include the abatement or mitigation of lead paint hazards without first being trained on Safe Work Practices as required by HUD and provide documentation of such in the project file.

XIII. AMENDMENTS

Amendments to these guidelines may be made by the city and submitted to HCD for approval.

XIV. EXCEPTIONS

Exceptions to these guidelines will require City Council and HCD approval.

XIV. HUD INCOME LIMITS ADJUSTED FOR FAMILY SIZE FOR CITY From time to time, HUD provides the Annual Household Income Definition/Income Limits to all jurisdictions, including the City. The City will use the most up to date Income Limits established by HUD to determine eligibility. <http://www.hcd.ca.gov/fa/home/homelimits.html>

XIII. ATTACHMENTS

The following documents form a part of these guidelines:

- Residential Antidisplacement and Relocation Assistance Plan – Exhibit A
- CDBG Foreclosure Policy – Exhibit B
- *Annual Household Income Definition/Income Limits

*(*Note to Readers: The Annual Household Income Definition/Income Limits are established annually by CDBG. The City will use the annual limits as part of these guidelines. These income limits may be obtained at <http://www.hcd.ca.gov/fa/home/homelimits.html>)*

ANNUAL HOUSEHOLD INCOME DEFINITION

For the purposes of determining eligibility in accordance with HCD income guidelines, Annual Income will include, for all members of the household:

1. Gross wages and salary before deductions.
2. Net money income from self-employment.
3. Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
4. Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker's Compensation, State Disability Insurance and Unemployment benefits.
5. Interest earned on savings and investments.

Annual Income will not include:

1. Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
2. Capital gains or losses.

3. One time unearned income such as scholarship and fellowship grants; accident, health or casualty insurance proceeds; prizes or gifts; inheritances.
4. Payments designated specifically for medical or other costs, foster children or their non-disposable income.
5. Income from employment of children under the age of 18.
6. Payment for the care of foster children.

This is not meant to be a complete list. Grantee will make the final decision in situations where the classification of income is not clear cut. Any exceptions or other deviations from this definition of annual income will be considered by Grantee.

ATTACHMENTS

EXHIBIT A: RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

EXHIBIT B: CDBG FORECLOSURE POLICY

Current CDBG INCOME LIMITS as issued by Housing and Community Development CDBG Programs. These income limits can be obtained at <http://www.hcd.ca.gov/fa/home/homelimits.html>

EXHIBIT A
CITY OF RIVERBANK

HOUSING REHABILITATION PROGRAM
SINGLE FAMILY TEMPORARY RELOCATION PLAN

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of Riverbank with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the City will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The City's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the City limits.

The **City** of Riverbank will provide relocation benefits to all eligible "displaced" households either owner occupied or rental occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below**). In addition, the **City** will replace all eligible occupied and vacant occupiable low income group dwelling units which are undergoing rehabilitation, reconstruction, demolition or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All **City** programs/projects will be implemented in ways consistent with the **City's** commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The **City** will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities:

- A. Consistent with the goals and objectives of activities assisted under the Act, the **City** will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:
1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
 2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
 3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
 4. Encourage owner occupant to temporarily move in with family or friends during the course of the rehabilitation, since they are voluntarily participating and not entitled to relocation benefits, unless health and safety threats exist, as explained below.
 5. Require owner investors who participate in assisted rehabilitation to agree to continue to rent to Lowing Income Group tenants and agree to rent limitations, for a period of at least 5 years.
 6. Provide counseling and referrals to assist displaced persons in finding alternate housing in the neighborhood.
 7. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
 8. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.
- B. Lead Based Paint Mitigation Which Causes Temporary Relocation: On September 15, 2000 the Final Rule for Lead Based Paint Hazard Control (LHC) went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to

remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the **City** believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the **City** to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

- C. Temporary Relocation of Owner Occupants: Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$900, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$900, which will be provided as a grant. The program administrator will make a determination of the need for temporary relocation. Allowable temporary relocation expenses are limited to the security deposit of rental dwelling and a cap of 5 months' rent. Maximum payments

which can be made are based on the Section 8 Fair Market Rent Rates for Stanislaus County established under the Department of Housing and Urban Development.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form **(See Appendix C)** to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

- D. Temporary Relocation of Residential Tenants: If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The program administrator will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will ensure that each tenant occupied unit under the program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant occupied unit will have a temporary relocation benefits form completed for them. **(See Appendix C)**. These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;
 - c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
 - d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated

- household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
 - f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
 - g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
 - h. Any costs of credit checks required to rent the replacement dwelling;
 - i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.
- E. Rehabilitation Activities Requiring Permanent Displacement: The **City** rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with **City** legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.
- F. Rehabilitation Which Triggers Replacement Housing: If the **City** rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the **City** is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the **City** must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units

or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the **City** to provide funds for an activity that will directly result in such demolition or conversion, the **City** will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Grant Coordinator at the **City** is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The **City** is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

- G. Record Keeping and Relocation Disclosures/Notifications: The **City** will maintain records of occupants of Federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with

section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is only for temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**

3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the City/County is following its adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the City is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

**APPENDIX A
GENERAL INFORMATION NOTICE**

Dear _____,

On (date) , (property owner) submitted an application to the City of Riverbank for financial assistance to rehabilitate the building which you occupy at (address) .

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name) , (title) , at _____ (telephone _____ number), (address) .

Sincerely,

 (name)

 (title)

APPENDIX B
NOTICE OF NON-DISPLACEMENT

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____
 ___ Rental Unit ___ Owner/Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**
____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____ we will move for all or part of the rehabilitation project.
____ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.
____ Relocate into a suitable temporary housing unit identified by rehab specialist.
____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

Occupant Signature Date Occupant Signature Date

EXHIBIT B

FORECLOSURE POLICY

City as Junior Lien holder

It is the City's policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan or loans through publicly funded program(s).

This document requires any senior lien holder to notify the lender (City) of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lien holder that they are to monitor the foreclosure with the senior lien holder. When the City is in a third position and receives notification of foreclosure from only one senior lien holder, it would be in their best interest to contact both senior lien holders regarding the status of their loans.

The junior lien holder may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the City has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lien holder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the City decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the City fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

City as Senior Lien holder

When the City is in a first position, or the senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the City may consider foreclosure. City staff will

consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the City?
- Can the owner sell the property and pay off the City?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the City may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the City should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and will make all necessary notifications to the owner and junior lien holders. The service will advise the City of all required documentation to initiate foreclosure (Note and Deed of Trust) and funds required from the owner to cancel foreclosure proceedings. The service will keep the City informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the City will then contact a real estate broker to market the home.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date: September 23, 2014

Subject: First Reading and Introduction by Title Only of an **Ordinance** of the City Council of the City of Riverbank, California, Amending Title III: Administration; Chapter 32: Commissions and Authorities; By Repealing Environmental Review Committee (ERC), Sections 32.70 Through 32.83, and Adding ERC Sections 32.70 Through 32.81, of the City of Riverbank Code of Ordinances

From: Jill Anderson, City Manager

Submitted by: John B. Anderson, Consulting Community Development Director

RECOMMENDATION

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. Said approval will be to conduct a second reading by title only and consider its adoption at the October 14, 2014, regular City Council meeting. (The Public hearing notice was published on September 10, 2014, in the local newspaper.)

BACKGROUND & SUMMARY

In 2007 the City Council created the Environmental Review Committee (ERC) whose members consisted of the Mayor, the Chairperson of the Planning Commission, the City Manager, the Director of Public Works, the Director of Community Development or their designated alternates. The purpose of the ERC was to allow early consultation and review of development projects as it relates to environmental review pursuant to the California Environmental Quality Act (CEQA). This early consultation would assist in identifying impacts and associated methods of mitigation on larger development projects that are subject to CEQA. While the Development Services Department has not seen any significant recent development activity since 2007, planning applications and inquiries appear to be on the rise. This has prompted a concern about the possible delays associated with organizing meetings with key City Leaders. The preparation necessary for such meetings, which includes the formality of preparing agendas, staff reports, minutes, and the issuance of public notices for ERC activities can add to the delays in being able to promptly address development concerns. As the ERC currently

stands, the requirements add time and frustration to the development process and ultimately may not be fulfilling the original intent of its formation.

The proposed revisions to the ERC Ordinance are intended to create a less burdensome process on key City leaders and transfer the review authority to key City Staff members who can bring forth their expertise in the various City disciplines. The basic function of the ERC will remain unchanged, but the ERC will conduct business in a more user-friendly manner and who can react to changes in the development environment in a much more time-friendly manner.

ENVIRONMENTAL DETERMINATION

The proposed Ordinance is not considered to be a project as defined by Section 15378 of the CEQA Guidelines, therefore CEQA is not required.

STRATEGIC PLAN

This report has been prepared to accomplish the following Strategic Plan Three Year Goal:

“Enhance Professionalism and Customer Service”

FINANCIAL IMPACT

This will not have fiscal impact on the City.

ATTACHMENT

1. Copy of existing Ordinance 2007-005
2. Proposed Ordinance

COPY

City of Riverbank

Ordinance 2007-005

**An Ordinance of the City Council of the City of Riverbank
Amending Title 3: Administration, Chapter 32: Commissions and Authorities,
Adding Sections 32.70 through 32.83, Environmental Review Committee, of the
City of Riverbank Code of Ordinances**

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

**Title 3: ADMINISTRATION, CHAPTER 32: COMMISSIONS AND AUTHORITIES,
Adding Section 32.70 through 32.83, ENVIRONMENTAL REVIEW COMMITTEE, is
hereby amended to read:**

ENVIRONMENTAL REVIEW COMMITTEE

Section

- 32.70 Established–Composition.
- 32.71 Terms of office.
- 32.72 Chairperson.
- 32.73 Meetings–Quorum.
- 32.74 Compensation–Expenses.
- 32.75 Majority vote required.
- 32.76 Records.
- 32.77 Duties–Powers–Responsibilities.
- 32.78 EIR Preparation Thresholds
- 32.79 City Responsibility for Environmental Assessment
- 32.80 Guidelines–CEQA.
- 32.81 Appeals.
- 32.82 Fees.
- 32.83 Effect.

32.70 Established–Composition.

The Environmental Review Committee (ERC) of the City is established. ERA shall consist of the Mayor, the Planning Commission Chairperson, the City Manager, the Director of Public Works and the Director of Community Development or their designated alternates. The Mayor shall act as the Chairperson for the Environmental Review Committee.

COPY

In addition, the chairperson may appoint one at-large nonvoting citizen member to the committee. The at-large member shall receive all agendas, notifications and materials which other members receive and shall be entitled to participate in all discussions at ERC meetings in the same manner as other members of the committee. The at-large member would serve a term of one year; provided, that he or she may be removed at the pleasure of the ERC chair.

32.71 Terms of Office.

The terms of staff members are ongoing unless changed by action of the City Council. The term of the Planning Commission Chairperson shall be reviewed periodically by the Planning Commission for reappointment or a new appointment.

32.72 Chairperson.

The ERC Chairperson shall appoint a vice- chairperson from among its members and shall appoint a secretary. The secretary need not be a member of the Committee.

32.73 Meetings–Quorum.

A. The Environmental Review Committee shall meet on an as needed basis to insure the timely review of projects as defined by the California Environmental Quality Act.

B. A majority of the Environmental Review Committee shall constitute a quorum for the purpose of transacting the business of the Committee.

C. All meetings will be noticed and agendas posted as required by the Brown Act, in the California Government Code 5450.

32.74 Compensation–Expenses.

Members shall serve on the Environmental Review Committee without compensation but all necessary expenses reasonably incurred by them while acting in their official capacity shall be paid following appropriate action by the City Council.

32.75 Majority Vote Required.

A majority vote of the quorum is required to approve a recommendation on any matter that is presented to the Committee which requires a vote.

32.76 Records.

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The Committee shall keep an accurate record of its proceedings and transactions and shall render such reports to the City Council and Planning Commission as may be required.

32.77 Duties–Powers–Responsibilities.

A. All discretionary projects which are not categorically exempt or otherwise exempted from further environmental assessment, shall be forwarded to the Environmental Review Committee for evaluation under the California Environmental Quality Act.

B. The Committee shall evaluate the initial study of a proposed project to determine whether the project may or may not have a significant effect on the environment.

C. If a determination is made that the project will not have a significant impact on the environment, the Committee will recommend that the final reviewing authority (decisionmaker) grant a negative declaration.

D. If a determination is made that the project may have a significant impact on the environment, the Committee shall require preparation of an environmental impact report (EIR). The major areas of concern, the selection of the preparer and the preparation of the EIR shall be coordinated by the ERC not including the Mayor and Planning Commission Chairperson.

E. When requested by a Committee member, the Committee may review, on an informal basis, conceptual plans for a proposed development prior to submittal of a formal application. This review shall be in the nature of a discussion between the Committee and the presenting member concerning the merits of a proposed development, and shall not constitute a final decision by the Committee concerning the proposed development.

32.78 EIR Preparation Thresholds

The Environmental Review Committee shall determine which projects require the preparation of an environmental impact report, based on the magnitude or complexity of a project. Unless it can be demonstrated through extensive technical studies that no significant impacts are anticipated, the following projects are presumed to be sufficiently large and/or complex so as to require the preparation of an EIR.

A. Annexations over one hundred fifty (150) acres;

B. Commercial development projects proposing more than one hundred thousand square feet of gross building floor area;

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C. Other development projects (i.e., tentative subdivision maps, specific plans, general plan amendments, ect.) which contain more than one hundred acres or propose more than two hundred dwelling units.

D. Notwithstanding the above thresholds, projects involving significant controversy or complexity may require the preparation of an EIR based on the findings of the Environmental Review Committee.

32.79 City Responsibility for Environmental Assessment

A. In accordance with the provisions of Section 15084 of the guidelines, the City has responsibility for, and control over, the form, scope and contents of all documents comprising environmental assessment of a project. All reports, studies, or other documents prepared by or under direction of an applicant, intended for inclusion in the environmental documents, shall be clearly identified as "Proponent's Environmental Assessment" and shall set forth in detail the assumptions, and methodologies supporting any conclusions reached, or upon which any recommendations may be based.

B. The Environmental Review Committee, at its sole discretion, may decide to utilize the services of a private consulting firm to prepare or review all studies, reports, and other documents required or permitted by the guidelines, including those submitted by the proponent or any other party. In all cases, the consultant shall enter into a contract with, and is responsible directly to, the City. All contract services shall be performed to the satisfaction of the Environmental Review Committee.

C. All costs incurred in the preparation of the environmental documents, including the costs of services performed under subsection (B) of this section and costs incurred by the Environmental Review Committee, including City staff time, shall be borne by the project proponent.

32.80 Guidelines–CEQA.

A. As permitted by Section 15022(d) of the California Environmental Quality Act (Division 13 of the Public Resources Code of the State of California, Section 2100 et seq.) and the State CEQA Guidelines as promulgated by the California Secretary of Resources and as subsequently amended are adopted by this reference. Whenever any provisions of CEQA or the guidelines conflict with any provision of this Chapter, CEQA, and the guidelines shall supersede this chapter.

B. The Environmental Review Committee shall review all Notice of Exemptions for residential development projects, within Specific Plan Areas to insure that the project implements and is consistent with the Specific Plan and certified Environmental Impact Report. When making said determination the ERC shall take into account all mitigation measures, mitigation monitoring program and provisions of Section 15162 of the CEQA Guidelines.

COPY

32.81 Appeals.

The project sponsor may appeal a decision to prepare an EIR to the Planning Commission. The appeal shall be filed in writing with the City Clerk within five working days of the Committee's decision. If the Planning Commission determines that an EIR is not necessary, the project shall be returned to the ERC for further consideration.

32.82 Fees.

The City Council may, by resolution, establish an environmental assessment fee.

32.83 Effect.

Nothing in this chapter shall be construed as restricting or curtailing any powers of the City Council, Planning Commission or City officers

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 July 23, 2007. Said ordinance was given a second reading at a regular meeting of said Council on August 13, 2007, and Councilmember Benitez, seconded by Vice Mayor Madueño, moved the adoption of said ordinance and upon roll call was carried by the following:

AYES: Councilmembers: Benitez, Madueño, Anaya, White and Mayor Crifasi
NAYS: None
ABSENT: None
ABSTAIN: None

ATTEST:

Linda Abid-Cummings, CMC
City Clerk

APPROVED:

Christopher Crifasi
Mayor

proposed

CITY OF RIVERBANK

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AMENDING TITLE III: ADMINISTRATION; CHAPTER 32: COMMISSIONS AND AUTHORITIES; BY REPEALING ENVIRONMENTAL REVIEW COMMITTEE (ERC), SECTIONS 32.70 THROUGH 32.83, AND ADDING ERC SECTIONS 32.70 THROUGH 32.81, OF THE CITY OF RIVERBANK CODE OF ORDINANCES

Section 1: Summary

WHEREAS, on August 13, 2007, the City of Riverbank ("City") City Council ("Council") adopted Ordinance 2007-005, establishing the Environmental Review Committee ("ERC") consisting of the City's mayor, planning commission chairperson, city manager, city manager, director of public works, and the director of community development; and

WHEREAS, the six (6) members of the ERC was tasked with the responsibility of reviewing every initial study for proposed projects requiring City approval to determine whether a Negative Declaration or Environmental Impact Report should be prepared; and

WHEREAS, once the ERC makes a determination, the Riverbank Municipal Code (R.M.C.) provides that the ERC will forward a recommendation to another decision making body and, pursuant to the Guidelines of the California Environmental Quality Act, the R.M.C. provides that this determination can be appealed to the City's Planning Commission; and

WHEREAS, the existing structure requires participation of the City's Mayor and Planning Commission Chair, which is often difficult due to the impacted schedules and commitments of both; and

WHEREAS, typically the determination of whether a Negative Declaration or Environmental Impact Report is appropriate can be made at a staff level; and

WHEREAS, several procedures in the existing R.M.C. related to the ERC can be modified to make the ERC more efficient and more productive.

Section 2: Ordinance

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

proposed

Amend Title III: Administration; Chapter 32: Commissions and Authorities, by repealing Environmental Review Committee (ERC), Section 32.70 through 32.83, and adding ERC Sections 32.70 through 32.81, to the Riverbank Code of Ordinances, which shall read as follows:

Environmental Review Committee

Section

32.70	Established–Composition
32.71	Terms of office
32.72	Meetings–Quorum
32.73	Records
32.74	Duties–Powers–Responsibilities
32.75	Environmental Impact Report Preparation Thresholds
32.76	City Responsibility for Environmental Assessment
32.77	Guidelines–California Environmental Quality Act
32.78	Appeals
32.79	Fees
32.80	Effect
32.81	Severability

§ 32.70 ESTABLISHED–COMPOSITION.

The Environmental Review Committee or ERC of the City is established. ERC shall consist of, the City Manager, the Director of Public Works, the Director of Community Development, the Police Chief, and the Director of Parks and Recreation or their designated alternates. The Director of Community Development shall serve as the Chairperson for the Environmental Review Committee.

§ 32.71 TERMS OF OFFICE.

The terms of staff members are ongoing unless changed by action of the City Council.

§ 32.72 MEETINGS–QUORUM.

A. The Environmental Review Committee shall meet on an as needed basis to insure the timely review of projects as defined by the California Environmental Quality Act.

B. A majority of the Environmental Review Committee shall constitute a quorum for the purpose of transacting the business of the Environmental Review Committee.

§ 32.73 RECORDS.

The Committee shall record the results of its proceedings and transactions and shall share the opinions of the Committee with the applicant/project proponent. The opinions of the Committee shall be disclosed in reports to the Planning Commission and City Council as may be required.

§ 32.74 DUTIES–POWERS–RESPONSIBILITIES.

A. All discretionary projects which are not categorically exempt or otherwise exempted from further environmental assessment, shall be forwarded to the Environmental Review Committee for evaluation under the California Environmental Quality Act.

B. The Environmental Review Committee shall evaluate the initial study of a proposed project to determine whether the project may or may not have a significant effect on the environment.

C. If a determination is made that the project will not have a significant impact on the environment, the Environmental Review Committee will recommend that the final reviewing authority (decision-maker) grant a negative declaration.

D. If a determination is made that the project may have a significant impact on the environment, the Environmental Review Committee shall require preparation of an environmental impact report (EIR). The major areas of concern, the selection of the preparer, and the preparation of the EIR shall be coordinated by the ERC.

§ 32.75 ENVIRONMENTAL IMPACT REPORT PREPARATION THRESHOLDS.

The Environmental Review Committee shall determine which projects require the preparation of an environmental impact report, based on the magnitude or complexity of a project. Unless it can be demonstrated through extensive technical studies that no significant impacts are anticipated, the following projects are presumed to be sufficiently large and/or complex so as to require the preparation of an environmental impact report.

A. Annexations over one hundred fifty (150) acres;

B. Commercial development projects proposing more than one hundred thousand (1,000) square feet of gross building floor area;

C. Other development projects (i.e., tentative subdivision maps, specific plans, general plan amendments, etc.) which contain more than one hundred (100) acres or propose more than two hundred (200) dwelling units.

proposed

D. Notwithstanding the above thresholds, projects involving significant controversy or complexity may require the preparation of an environmental impact report based on the findings of the Environmental Review Committee. Further, even if it is determined that an environmental impact report is not necessary, an action or approval by the City may still require a different environmental analysis under the California Environmental Quality Act.

§ 32.76 CITY RESPONSIBILITY FOR ENVIRONMENTAL ASSESSMENT

A. The City has responsibility for, and control over, the form, scope and contents of all documents comprising environmental assessment of a project. All reports, studies, or other documents prepared by or under direction of an applicant, intended for inclusion in the environmental documents, shall be clearly identified as “Proponent’s Environmental Assessment” and shall set forth in detail the assumptions, and methodologies supporting any conclusions reached, or upon which any recommendations may be based.

B. The Environmental Review Committee, at its sole discretion, may decide to utilize the services of a private consulting firm to prepare or review all studies, reports, and other documents required or permitted by the guidelines, including those submitted by the proponent or any other party. In all cases, the consultant shall enter into a contract with, and is responsible directly to, the City. All contract services shall be performed to the satisfaction of the Environmental Review Committee.

C. All costs incurred in the preparation of the environmental documents, including the costs of services performed under subsection (B) of this section and costs incurred by the Environmental Review Committee, including City staff time, shall be borne by the project proponent.

§ 32.77 GUIDELINES–CALIFORNIA ENVIRONMENTAL QUALITY ACT.

A. As permitted by Section 15022(d) of the Guidelines for California Environmental Quality Act (California Code of Regulations, Title 14, Chapter 3, Section 15022(d) as promulgated by the California Natural Resources Agency and as subsequently amended are adopted by this reference. Whenever any provisions of the California Environmental Quality Act or the Guidelines for the California Environmental Quality Act conflict with any provision of this Chapter, the California Environmental Quality Act and the Guidelines for the California Environmental Quality Act shall supersede this chapter.

B. The Environmental Review Committee shall review all Notices of Exemption for residential development projects, within specific plan areas to insure that the project implements and is consistent with the applicable specific plan and certified environmental impact report. When making said determination the Environmental Review Committee shall take into account all mitigation measures, mitigation monitoring

proposed

program and provisions of Section 15162 of the Guidelines for the California Environmental Quality Act.

§ 32.78 APPEALS.

The project sponsor may appeal a decision to prepare an environmental impact report to the Planning Commission. The appeal shall be filed in writing with the City Clerk within five (5) working days of the Environmental Review Committee's decision. If the Planning Commission determines that an environmental impact report is not necessary, the project shall be returned to the Environmental Review Committee for further consideration.

§ 32.79 FEES.

The City Council may, by resolution, establish an environmental assessment fee.

§ 32.80 EFFECT.

Nothing in this chapter shall be construed as restricting or curtailing any powers of the City Council, Planning Commission, or City officers.

§ 32.81 SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this article is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section 3: Effective and Adoption

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.

proposed

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank on September 9, 2014. Said ordinance was given a second reading at the regular City Council meeting on September 23, 2014.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on _____, 2014; motioned by Councilmember _____, seconded by Councilmember _____, moved the ordinance for adoption by a roll call 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. 5.3

SECTION 5: PUBLIC HEARING

Meeting Date: September 23, 2014

Subject/ Title: Introduction and adoption of an **Urgency Ordinance** of the City Council of the City of Riverbank, California, for a Temporary Moratorium on the Establishment and Operation of New Tattoo Establishments for a Period of Forty-Five (45) Days Pending Study of Zoning Regulations that are Needed to Alleviate a Current and Actual Threat to the Public Health, Safety, and Welfare

From: Jill Anderson, City Manager

Submitted by: Tom Hallinan, City Attorney
John B. Anderson, Contract Community Development Director

RECOMMENDATION

It is recommended that the City Council introduce and adopt an interim urgency ordinance creating a forty-five (45) day moratorium on the establishment and operation of new tattoo establishments.

SUMMARY

The City of Riverbank's (the "City") Municipal Code does not currently regulate the operation or location of tattoo establishments. The proposed moratorium provides City staff with time to review the City's Municipal Code to determine how to properly regulate tattoo establishments. Beyond the public health concern with tattoo establishments in terms of the transmission of infectious disease, these types of establishments often carry with them negative secondary effects. To properly manage the secondary effects such as gang related activities and illegal drug activity that are often associated with tattoo establishments and can result in a decrease in neighboring property value, the City must review the City's zoning code to determine where tattoo establishments should be located.

A city may adopt an interim ordinance under Government Code section 65858 that prohibits any use that may be in conflict with a contemplated zoning proposal that the legislative body, planning commission, or planning department is considering, studying, or intending to study within a reasonable time. For the initial adoption of the urgency

interim ordinance that establishes the forty-five (45) day moratorium on the use the City Council must comply with two (2) requirements. First, the City Council must find that the interim ordinance is required to protect the public health, safety, and welfare. Second, the ordinance must be passed by a four-fifths (4/5) majority vote of the City Council. Here, the ordinance is required to protect the public health, safety, and welfare as tattoo establishments can result in the transmission of infectious disease and carry with them negative secondary effects.

Where the City complies with these requirements under Government Code section 65858, it may adopt a moratorium ordinance immediately without abiding by the typically required notice requirements for ordinances. Thus, the notice of the proposed moratorium contained in the agenda for the City Council meeting is sufficient for the City to adopt the moratorium.

Should the City choose to extend the moratorium beyond the forty-five (45) day limit created under this proposed urgency interim ordinance, the City Council must pass another interim ordinance. That ordinance is subject to a ten (10) day notice requirement under Government Code section 65090, and it extends the moratorium for ten (10) months and fifteen (15) days. The City may then extend the moratorium for one (1) additional year, also subject to the notice requirements under Government Code section 65090, for a moratorium that last a total of two (2) years. Any extension of the moratorium must be passed during the period the moratorium is in place.

BACKGROUND

In 2010, in the case of *Anderson v. City of Hermosa Beach*, the Ninth Circuit Court of Appeals ruled that a city may not impose a total prohibition on the establishment and operation of tattoo parlors as tattooing is a “purely expressive activity.”¹ Therefore the City may regulate the time, place, and manner in which tattoos are given, but it may not ban tattoo establishments entirely in the City.² Currently, the City does not regulate tattoo establishments at all. This is in part because the public health impacts of tattoos and related body modification techniques are largely regulated by state law where tattoo establishments are properly in compliance with state law.

Beyond the public health impacts of tattooing and related body modification techniques through the transmission of infectious diseases such as hepatitis, syphilis, tuberculosis, and HIV, tattoo establishments are also usually associated with a number of negative secondary effects. These secondary effects include gang related activity and illegal drug transactions. To avoid such impacts, the City needs time to study and implement zoning code regulations to determine how best to regulate where these business are located and manage any related effects.

This ordinance ensures that the City is not faced with an unmanageable problem while it takes the time to properly identify areas that are well suited to allowing new tattoo

¹ *Anderson v. City of Hermosa Beach* (9th Cir. 2010) 621 F.3d 1051, 1055.

² *Id.*

establishments in the City. This moratorium does not affect currently operating tattoo establishments. Thus, the citizens of the City are still able to exercise their First Amendment rights and receive tattoos during the moratorium period. The moratorium only serves to limit new tattoo establishments while the City studies the issues and finds solutions to the issues that have resulted from tattoo establishments recently.

FINANCIAL IMPACT

There is no direct cost in adopting the interim ordinance. However, the City will not receive new business license fees from applicants wishing to open new tattoo establishments. Also, prohibiting new businesses can inhibit the growth of the City's tax base, but only temporarily while the City develops a strategy for incorporating these businesses into the City.

ENVIRONMENTAL DETERMINATION

The proposed moratorium on tattoo establishments is not a project within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or ultimately. Therefore, no CEQA analysis of the project is required.

PLANNING COMMISSION ACTION

On September 16, 2014, the Planning Commission held a public hearing to consider the interim urgency ordinance creating a forty-five (45) day moratorium on the establishment and operation of new tattoo establishments. They were presented three options regarding Resolution 2013-13:

1. Motion to adopt Resolution No. 2014-013, recommending the City Council of the City of Riverbank ("City") adopt interim urgency Ordinance No. 2014-XX creating a forty-five (45) days moratorium on the establishment and operation of new tattoo establishments;
2. Motion to adopt Resolution No. 2014-013 as amended by the Commission, recommending the City Council of the City of Riverbank ("City") adopt interim urgency Ordinance No. 2014-XX creating a forty-five (45) days moratorium on the establishment and operation of new tattoo establishments;
3. Reject the Resolution No. 2014-013, not recommending the City Council of the City of Riverbank ("City") adopt interim urgency Ordinance No. 2014-XX creating a forty-five (45) days moratorium on the establishment and operation of new tattoo establishments.

The Planning Commission raised some questions regarding the reasons for the moratorium and discussed how the interim urgency Ordinance would affect the Tattoo establishments in the City that are currently operating. The interim urgency Ordinance will not affect the established Tattoo businesses with valid business licenses in the City

and they would essentially be grandfathered in, becoming legal non-conforming uses. Additionally, the Planning Commission held some discussion on the length and legal requirements of the interim Ordinance moving forward. No one from the public spoke in opposition or favor of this Ordinance. With a unanimous vote, the Planning Commission selected option 1 and adopted Resolution No. 2014-013, recommending the City Council of the City of Riverbank adopt interim urgency Ordinance No. 2014-013 creating a forty-five (45) days moratorium on the establishment and operation of new tattoo establishments. Planning Commission Resolution No. 2014-013 is included in this Staff Report as Attachment 2.

ATTACHMENT

1. Planning Commission Resolution 2014-013
2. Urgency Ordinance No. 2014-008

**CITY OF RIVERBANK
PLANNING COMMISSION
RESOLUTION NO. 2014-013**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK

WHEREAS, the City of Riverbank's ("City") Municipal Code is silent with regard to the regulation and location of tattoo establishments. It is necessary for the City to study the potential impact such facilities may have on the public health, safety, and welfare; and

WHEREAS, the provisions of the City's Municipal Code that may regulate the development, establishment, and operation of tattoo establishments in the City are inadequate and need review, study, and revision. The current provisions also fail to thoroughly address the impacts related to the location and manner of development, establishment, and operation of tattoo establishments in relation to public health, safety, and welfare concerns, including, but not limited to, the impacts these businesses may have on parking, surrounding uses, and the community; and

WHEREAS, it is necessary that the City study the possible adoption of amendments to the City's Municipal Code regarding tattoo establishments. City staff needs time to study whether to limit such businesses to certain zoning districts, and which zoning districts would be appropriate for such uses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Riverbank hereby recommends City Council approval of Ordinance No. XXXX, attached hereto as **Exhibit A** and incorporated herein by this reference, establishing a moratorium on the establishment and operation of new tattoo establishments for a period of forty-five (45) days based on the following findings:

- a. There is a threat to the public health, safety, and welfare of the community if new tattoo establishments businesses locate in the City without proper regulations in place; and
- b. Tattooing and related body modification techniques are activities that, if undertaken in unsanitary conditions, can lead to the transmission of infectious disease, including hepatitis, syphilis, tuberculosis, and HIV. In addition, tattoo establishments often result in secondary negative impacts, such as an increase in crime and the sale of illegal drugs immediately surrounding tattoo establishments and the impairment of the market values and aesthetic and visual qualities of the properties adjacent to tattoo establishments; and

- c. The proliferation tattoo establishments may adversely affect the City's ability to attract and retain businesses and shoppers in the City, adversely affecting the City's economic vitality.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 16th of September, 2014; motioned by Commissioner Hughes, seconded by Commissioner McKinney and upon roll call was carried by the following vote of 3-0:

AYES: Chair Stewart, Vice Chair Hughes, Commissioner McKinney

NAYS: None

ABSENT: Commissioner Degele, Commissioner Villapudua

ABSTAIN: None

ATTEST: 

John B. Anderson
Contract Community Development Director

APPROVED:

Joan Stewart
Planning Commission Chair

Attachments:

Exhibit A: City Council Ordinance XXX

CITY OF RIVERBANK

ORDINANCE NO. 2014-008

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
RIVERBANK, CALIFORNIA, FOR A TEMPORARY MORATORIUM ON THE
ESTABLISHMENT AND OPERATION OF NEW TATTOO ESTABLISHMENTS FOR A
PERIOD OF FORTY-FIVE (45) DAYS PENDING STUDY OF ZONING REGULATIONS
THAT ARE NEEDED TO ALLEVIATE A CURRENT AND ACTUAL THREAT TO THE
PUBLIC HEALTH, SAFETY, AND WELFARE**

WHEREAS, the City of Riverbank's ("City") Municipal Code is silent with regard to the regulation and location of tattoo establishments. It is necessary for the City to study the potential impact such facilities may have on the public health, safety, and welfare; and

WHEREAS, there is a threat to the public health, safety, and welfare of the community if tattoo establishments continue to locate in the City without proper regulations in place; and

WHEREAS, tattooing and other related body modification techniques are activities that, if undertaken in unsanitary conditions, can lead to the transmission of infectious disease, including hepatitis, syphilis, tuberculosis, and HIV. In addition, tattoo establishments often result in secondary negative impacts, such as an increase in crime and the sale of illegal drugs immediately surrounding tattoo establishments and the impairment of the market values and aesthetic and visual qualities of the properties adjacent to tattoo establishments; and

WHEREAS, the proliferation of tattoo establishments may adversely affect the City's ability to attract and retain businesses and shoppers in the City, adversely affecting the City's economic vitality; and

WHEREAS, it is necessary that the City study the possible adoption of amendments to the City's Municipal Code regarding tattoo establishments. City staff needs time to study whether to limit such businesses to certain zoning districts, and which zoning districts would be appropriate for such uses; and

WHEREAS, Government Code section 65858 provides for the adoption of interim ordinances for certain express purposes and by a vote of four-fifth (4/5) majority of the voting City Council members; and

WHEREAS, this moratorium shall remain in effect for forty-five (45) days from the date of its adoption and may be extended, after notice and public hearing, for a

maximum of twenty-two (22) months and fifteen (15) days for a total duration of two (2) years; and

WHEREAS, California Government Code section 65858, subsection (c) provides that legislative bodies may not adopt or extend such interim ordinances unless they contain findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional entitlements would result in that threat to the public health, safety, or welfare; and

WHEREAS, the City Council desires to (1) address the community concerns regarding tattoo establishments, (2) study the potential impacts that tattoo establishments may have on the public health, safety, and welfare, (3) study and determine what local regulations may be appropriate or necessary for tattoo establishments, (4) study and determine the appropriate zoning and location for tattoo establishments, and (5) determine appropriate controls for the protection of public health and welfare.

THE CITY COUNCIL OF THE CITY OF RIVERBANK DOES ORDAIN AS FOLLOWS:

Section 1. Recitals Made Findings.

The above recitals are hereby declared to be true and correct and findings of the City Council of the City.

Section 2. Moratorium Established.

After the effective date of this ordinance, the City shall prohibit the issuance of permits or licenses for all new tattoo establishments within the boundaries of the City.

Section 3. Definitions.

1. "Tattoo establishment" shall mean any premise or establishment and facilities incidental thereto which engages in the business of marking or coloring skin which is the method of placing designs, letters, scrolls, figures, symbols, or other marks upon or under the skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instrument designed to penetrate the skin. "Tattoo establishment" shall include any premise or establishment and facilities incidental thereto that engages in any form of permanent alteration to one's skin or body parts including, but not limited to, body piercing, scarification, and branding. "Tattoo establishment" shall not include a permanent cosmetic facility.

2. "Body piercing" shall mean the creation of an opening in the body of a human being for the purpose of inserting jewelry or other decoration. This includes, but it not limited to piercing of an ear, lip, tongue, nose, or eyebrow. "Body piercing" does not, for

the purpose of this chapter, include piercing an ear with a disposable, single-use stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

3. “Scarification” shall mean the use of methods or techniques to produce scars on the human body for decorative purposes, including but not limited to cutting and skin peeling.

4. “Branding” shall mean the use super-heated metal object, chemical, or electricity to burn an image into the human body.

3. “Permanent cosmetic facility” shall mean any premise or establishment and facilities incidental thereto which involves the application of pigments to or under human skin for the purpose of permanently changing the color or other appearance of the skin. This includes but is not limited to permanent eyeliner, eye shadow, or lip color.

Section 4. Public Nuisance.

The establishment, maintenance, or operation of new or expanded tattoo establishment as defined herein within the City limits is a public nuisance. Violations of the Ordinance may be enforced by any applicable law, including but not limited to, injunctions, administrative citations, or criminal penalties.

Section 5. California Environmental Quality Act (“CEQA”).

Pursuant to Section 15001 of the CEQA Guidelines, the Ordinance is exempt from CEQA based on the following:

(1) This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or ultimately.

(2) This Ordinance is not subject to CEQA under the general rule that CEQA applies only to a project or projects which have the potential for causing a significant effect on the environment. For the reason set forth in subparagraphs (1), above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 6. Severability.

If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or

applications of this ordinance which can be implemented without the invalid provision, clause, or application; and to this end, the provisions of this ordinance are declared to be severable.

Section 7. Effective Date and Duration.

This Ordinance shall become effective upon adoption if passed and adopted by at least four-fifths (4/5) vote of the City Council and shall be in effect for forty-five (45) days unless extended by the City a maximum of twenty-two (22) months and fifteen (15) days for a total duration of two (2) years in accordance with Government Code section 65858.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on September 23, 2014; motioned by Councilmember _____, seconded by Councilmember _____; moved the ordinance for adoption by a roll call vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.1**

SECTION 6: NEW BUSINESS

Meeting Date:	September 23, 2014
Subject:	Local Redevelopment Authority (LRA) Budget Report Fiscal Year End 2013-2014
From:	Jill Anderson, City Manager
Submitted by:	Debbie Olson, Executive Director Melissa Holdaway, Administrative Analyst II

RECOMMENDATION

It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and accept the fiscal year end 2013-14 LRA Budget Report.

SUMMARY

The LRA Board adopted the FY 2013/14 operating budget on June 10, 2013, per Resolution 2013-006. The budget provided a working financial plan for the year based on best estimates of revenues and expenditures.

On February 24, 2014, the LRA Board adopted the Mid-Year Budget per Resolution 2014-001 with changes recommended by LRA staff. Additional adjustments were made in the ensuing months between mid-year and year end in consultation with granting agencies and funding needs.

The spreadsheet outlining the revenues and expenditures for FY 2013/14 through June 30 is presented in Attachment 2 and shows fiscal year revenues, expenditures, remaining balances and percent of change from beginning balance.

BACKGROUND:

A snapshot of the revenue/expenditures is shown below.

Revenues (Jul 1, 2013 – Jun 30, 2014)	\$ 12,729,321
Expenditures (Jul 1, 2013 – Jun 30, 2014)	\$ 12,022,987
Ending Balance (June 30, 2014)	\$ 706,334

These numbers reflect \$12,729,321 in revenues received in FY 2013-14. This is a large increase over the previous year attributable to the one-time funds received from the US Army to perform an Environmental Services Cooperative Agreement (ESCA) for remediation and removal of contaminated surplus Army property.

Expenditures in the same fiscal year were \$12,022,987. Again, the increase is largely due to expenditures associated with the ESCA noted above.

The ending balance is made up of reserves that include general reserves, unspent ESCA funds, and a reserve for grant match to perform necessary facility upgrades (e.g., replace siding, electrical upgrades, etc.)

Site Revenue

Revenues in this category are made up of Rents, Sale of Personal Property, Department of Defense (DoD) Caretaker Revenue, Utility Revenue and miscellaneous Other Revenue.

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$1,367,000	\$1,721,334	\$354,334	26% (over)

Several factors have contributed to the overall increase in site revenue.

1. Increase in tenant-leased property.
2. DOD Caretaker Revenue from previous year received in this fiscal year.
3. Utility Revenue increased due to additional tenant users.
4. Miscellaneous Revenue increased due to additional tenant demand.

Site Expenditures

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$1,379,500	\$1,343,265	\$36,235	3% (under)

Expenditures remain flat. The balance reflects reserve for electrical system repairs that were begun in FY 2013-14 but will not be completed but not paid for until work is completed in FY 2014-15.

Grant Revenue

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$11,517,736	\$11,007,986	\$509,750	5% (under)

The grant revenue is made up of the ESCA grant \$10,997,453, OEA grant \$470,283 and an ED Bank loan balance of \$50,000. Grant revenue is typically received on a reimbursement basis; the exception is with \$9,364,993 of the ESCA funds, which we received up front for all specified costs associated with the grant work.

Administrative Expenditures

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$794,131	\$811,117	16,986	2% (over)

OEA grants cover 90% of the Agency's administrative costs, with the exception of legal costs associated with litigation (i.e., Marten Transport/Dayton Superior suit), which doubled our anticipated legal expenditures in the last fiscal quarter. Excluded legal work and the 10% match comes from leasehold revenue.

In order to complete an outstanding consultant contract for an updated economic evaluation of the property, the OEA has been extended into this next fiscal year.

ED Bank Expenditures

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$50,000	\$44,512	5,488	10% (under)

The sum of \$5,488.10 will be disencumbered from the ED Bank loan with the completion of the Specific Plan; \$44,511.90 was expended out of the \$50,000 balance that carried over to this fiscal year.

ESCA Expenditures

FY 2013-14 Budget	Actual	Difference	% Change from Beginning Balance
\$10,997,453	\$9,860,526	1,136,927	10% (under)

The executed ESCA agreement included a not-to-exceed payment of \$10,997,453 to the LRA. Funds were received in two parts; fixed cost with an initial payment to the LRA of \$9,364,993 and the remaining \$1,632,460 to be received on an accrual basis for actual transportation and disposal costs. Not all of the Transportation and Disposal costs were drawn down in this fiscal year. Additionally, a modification to the scope of work was pending Army approval at the end of the fiscal year for additional services. Therefore, the ESCA was not closed during this fiscal year. Balance of funds are anticipated to be spent on additional ESCA activities in the next fiscal year.

Additional Budget Items of Note

The LRA requested and received permission from OEA to re-allocate budgeted grant funds to cover additional legal expenditures and add an Economic Development/Market Study of the site to the grant. This did not constitute a request for an increase in OEA funding; instead, unused funds were shifted across object class. Specifically, funds were moved from Salaries and Administration to Consultant Services.

FINANCIAL IMPACT

No financial impact; revenues exceeding expenditures this fiscal year.

STRATEGIC PLANNING ALIGNMENT

The presentation of the LRA's FYE 2013-14 budget supports the City's mission and reinforces the City's core values of transparency and fiscal responsibility.

ATTACHMENT

1. FY 2013-14 Fiscal Year End budget

Riverbank Local Redevelopment Authority 2013-14 Year End Report							
	2013-14 <u>Approved Mid</u> <u>Year Budget</u>	1st Quarter <u>Jul-Sept</u> <u>Rev/Exp</u>	2nd Quarter <u>Oct-Dec</u> <u>Rev/Exp</u>	3rd Quarter <u>Jan-Mar</u> <u>Rev/Exp</u>	4th Quarter <u>Apr-Jun</u> <u>Rev/Exp</u>	<u>2013-14</u> <u>Year to Date</u>	<u>% to budget</u> <u>Over/Under</u>
<u>Revenue</u>							
<u>Beginninng Balance</u>	647,678						
<i>OEA Grants</i>	470,283	103,234	136,189	98,659	109,243	447,325	95%
<i>Rents</i>	1,050,000	276,113	284,648	301,174	310,234	1,172,170	112%
<i>Sale of Real Property</i>	0						0%
<i>Sale of Personal Property</i>	0						0%
<i>DOD Caretaker Revenue</i>	85,500	28,481	42,722	56,962	38,912	167,077	195%
<i>ED Bank - Specific Plan</i>	50,000	20,622	15,811			36,433	73%
<i>Utility Revenue from Tenants</i>	211,500	6,492	54,188	75,765	219,637	356,081	168%
<i>Miscellaneous Revenue</i>	20,000	3,619	4,260	7,881	10,247	26,006	130%
<i>Other Revenue</i>	0						0%
<i>ESCA #1</i>	10,997,453		9,364,993	208,759	950,476	10,524,228	96%
Total Revenue	13,532,414	438,561	9,902,811	749,200	1,638,749	12,729,321	99%
							<u>Ending</u> <u>Balance</u>
<u>Expenditures</u>							
<i>Salaries/Benefits</i>	387,680	102,108	110,268	82,649	87,347	382,372	5,308
<i>Administrative Expenses</i>						0	
<i>Travel</i>	9,500	995	1,092	971	6,204	9,262	238
<i>Equipment</i>	2,400		1,884	0	404	2,287	113
<i>Office Supplies/Legal Ads</i>	7,500	1,352	1,545	1,817	2,759	7,474	26
<i>Phones</i>	4,000	699	1,070	1,069	1,081	3,919	81
<i>Copier</i>	6,500	1,879	547	759	2,122	5,307	1,193
<i>Postage</i>	500	47	84	20	204	356	144
<i>Janitorial</i>	1,751			502	1,168	1,670	81
<i>Professional Services (Legal)</i>	0						
<i>Kutak Rock</i>	105,000	13,294	35,215	22,194	26,913	97,615	7,385
<i>Churchwell White</i>	60,000	4,126	20,487	42,019	63,111	129,742	-69,742
<i>Susan Cochran</i>	5,500	3,080			2,340	5,420	80
<i>Other Services</i>	18,000						18,000
<i>Insurance Premiums</i>	127,000			4,687	122,125	126,813	187
<i>Marketing/Branding</i>	2,800		427		2,018	2,445	355
<i>DCE Contract</i>	50,000	20,622	15,811		8,079	44,512	5,488
<i>Facilty Operations & Maintenance</i>						0	
<i>Well maintenance</i>	1,500	1,000			1,005	2,005	-505
<i>Permits</i>	6,600			5,913	846	6,759	-159
<i>Water Testing</i>	3,000	480	400	810	1,240	2,930	70
<i>Electrical PM</i>	139,500	27,675	0	33,210	41,546	102,431	37,069
<i>Fire Supression Maintenance</i>	8,000	2,128	1,680	1,880	1,061	6,749	1,251
<i>Landscaping</i>	8,000	2,740	1,840	1,840	2,330	8,750	-750
<i>Propane</i>	4,400		1,782	2,529		4,310	90
<i>Repairs</i>	110,000	22,750	10,494	13,682	61,787	108,712	1,288
<i>Common Area Costs (water,electric, garbage, etc)</i>	363,000	62,047	91,933	104,224	204,349	462,553	-99,553
<i>Infrastructure Improvements</i>	26,500			7,200	19,061	26,261	239
<i>Future Grant Match</i>	89,000						89,000
<i>Tenant Improvements</i>	0						
<i>Facility Mgmt/Security Services Contracts</i>							
<i>Security</i>	145,000	24,573	36,402	36,025	48,099	145,099	-99
<i>Facility Management</i>	475,000	104,348	95,652	114,644	152,062	466,706	8,294
<i>Weston Contract ESCA #1</i>							
<i>Fixed Cost</i>	8,357,939		1,734,186	4,537,398	1,727,009	7,998,593	359,346
<i>Variable Cost</i>	1,632,460			427,412	634,258	1,061,671	570,789
<i>SJES ESCA #1</i>	481,010		264,628	216,074		480,702	308
<i>ED Bank</i>	185,500		185,500			185,500	
<i>Administrative Expenses</i>	340,544		35,394		98,666	134,060	206,484
Total Expenditures	13,165,084	395,943	2,648,320	5,659,529	3,319,195	12,022,987	1,142,098
Net Revenues Less Expenditures	367,330	42,619	7,297,109	2,386,780	706,334	706,334	

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	September 23, 2014
Subject/ Title:	Request Authorization to Enter into an Agreement for Professional Services with Moore Iacofano Goltsman, Inc. (dba MIG) to Perform an Update to the City's American with Disabilities Act (ADA) Self Evaluation and Transition Plan
From:	Jill Anderson, City Manager
Submitted by:	Marisela Garcia, Director of Finance Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into an agreement for professional services with MIG to complete an update to the City's American with Disabilities Act (ADA) Self Evaluation and Transition Plan.

BACKGROUND:

Congress enacted the Americans with Disabilities Act (ADA) in 1990 requiring local governments to provide equal access to civic facilities, services, programs and activities for individuals with disabilities. An update to the City's ADA Self Evaluation and Transition Plan is needed to survey existing facilities and to identify procedures and establish a schedule for achieving compliance with ADA requirements for the City's public right-of-way, buildings, parks, programs and interaction with the City's disabled community.

In January 2014 a review of the City's ADA Transition Plan with the ADA Title II requirements under 28 CFR Part 35.150(d) was conducted and it was determined that the current plan did not contain all the information needed for a complete and compliant plan. The first step in bringing the ADA Transition Plan into compliance with the ADA Title II requirements is to complete a comprehensive survey of all city parks, recreation, and building facilities. The plan would (1) identify physical obstacles limiting accessibility to City owned facilities; (2) describe methods to be used to make the site accessible; and (3) complete a schedule for achieving compliance. The data acquired would then be used to develop an ADA Facilities Transition Plan. The second phase would be to complete the evaluation of all public sidewalks, curb ramps, crosswalks and rail crossings within the City limits.

At a Public Hearing on February 10, 2014, City Council approved a fiscal year 2013-2014 mid-year budget amendment to authorize funding in the amount of \$50,000 to begin updating this plan. On July 11, 2014, staff issued a Request for Proposals to six consulting firms with expertise in this field with a proposal due date of August 6, 2014. The City received only one proposal from MIG to update the City's plan. The proposal received by MIG was divided into 2 phases, as mentioned above. The consultant has also proposed two optional tasks, which are identified in the proposal as Task A and Task B, and are described below.

The key phases of the project are as follows:

1. Phase 1 identifies 5 tasks to be completed:
 - a. Project Initiation,
 - b. ADA Self Evaluation – Programmatic Review and Recommendations,
 - c. Facility Evaluations and Reports,
 - d. Conduct Facility Prioritization Workshop, and
 - e. ADA Transition Plan – Public Rights-of-Way.
2. Phase 2 identifies 3 tasks to be completed:
 - a. Prepare ADA Transition Plan Update Documents,
 - b. Ongoing Project Management, and
 - c. Presentation to Council.

The performance of Phases 1 and 2 will complete the requirements identified under step 1. The total proposal cost for both phases is \$49,970, which is within the budget allotment approved by the City Council.

ADDITIONAL OPTIONS:

Option Task A identified in the proposal would include evaluating all public sidewalks, crosswalks, curb ramps, and rail crossings. The City's current plan contains assessments of Morrill Avenue, Roselle Avenue, Terminal Avenue, and Callendar Avenue. This option would help the City to identify, plan, and budget for necessary ADA improvements. The cost for this additional service is \$9,340.

Option Task B identified in the proposal would include a two-part training workshop for City staff. Each workshop is 1-1/2 hours long and would reinforce the content of the City's ADA Self Evaluation and Transition Plan. The cost for this additional service is \$3,480.

The cost for these options would be shared between the General Fund and the Gas Tax Fund.

At the fiscal year 2014-2015 mid-year budget review, the department would like the opportunity to bring these two options back to the City Council for consideration.

FINANCIAL IMPACT:

The cost of services for MIG to update the City's ADA Transition Plan is \$49,970 and is to be paid using funds carried over from the City's fiscal year 2013-2014 budget as follows:

General Fund:	\$19,990
Gas Tax:	\$19,990
Landscape & Lighting Districts:	<u>\$ 9,990</u>
	\$49,970

ATTACHMENTS:

1. Agreement for Professional Services



CONSULTANT AGREEMENT

BETWEEN

THE CITY OF RIVERBANK
AND
MIG, INC.

This Agreement is made and entered into this 23rd day of September, 2014,
by and between the City of Riverbank (hereinafter referred to as "THE CITY") and
MIG, Inc. (hereinafter referred to as CONSULTANT).

WITNESSETH:

The CITY desires to retain the services of CONSULTANT regarding services
for ADA Self-Evaluation and Transition Plan Update.

CONSULTANT desires to perform the services requested by THE CITY
regarding the update to the City's ADA Self-Evaluation and Transition Plan on the
terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Description of Work

CONSULTANT shall perform the work set forth in Exhibit A, attached hereto
and made a part hereof.

CONSULTANT shall provide all labor, equipment, material and supplies
required or necessary to properly, competently and completely perform the work
or render the services under this Agreement. CONSULTANT shall determine the
method, details and means of doing the work or rendering the services.

2. Compensation

Compensation shall be paid based on the work described in Exhibit A and
the fee schedule attached hereto and made a part hereof (Exhibit B), which is not
to exceed \$49,976.

1 3. Term and Time For Completion

2 This Agreement shall become effective on the date first hereinabove written
3 and will continue in effect until the services provided herein have been completed,
4 unless sooner terminated as provided in Paragraph 9.

5 4. Payment For Services

6 CONSULTANT shall submit to THE CITY monthly itemized bills for the
7 services rendered. If the work is satisfactorily completed, THE CITY shall pay such
8 bill within thirty (30) days of its receipt. Should THE CITY dispute any portion of
9 any bill, THE CITY shall pay the undisputed portion within the time stated above,
10 and at same time advise CONSULTANT in writing of the disputed portion.

11 5. Compliance With Laws

12 CONSULTANT agrees that it shall conduct its work and perform its services
13 in compliance with all laws and regulations of Stanislaus County, California, and
14 any officer, department or agency thereof, as well as other laws and regulations as
15 may be applicable thereto.

16 6. Errors and Omissions Insurance

17 CONSULTANT shall have such errors and omissions insurance as shall
18 protect THE CITY, its officers, directors, employees and agents from claims based
19 on alleged errors or negligent acts or omissions which may arise from
20 CONSULTANT's operations or performance under this Agreement, whether claims
21 be made during or subsequent to the term of this Agreement, and whether such
22 operations or performance be by CONSULTANT or its employees, consultants,
23 agents or anyone else directly or indirectly employed by any of the foregoing. The
24 amount of this insurance shall not be less than \$1,000,000.

25 Said policy shall be continued in full force and effect during the term of this
26 Agreement and for a period of five (5) years following the completion of the

1 services provided for in this Agreement. In the event of termination of said policy,
2 new coverage shall be obtained for the required period to insure for the prior acts
3 of CONSULTANT during the course of performing services under the terms of this
4 Agreement.

5 CONSULTANT shall provide to THE CITY a certificate of insurance on a form
6 acceptable to THE CITY indicating the deductible or self-retention amounts and
7 the expiration date of said policy, and shall provide renewal certificates within ten
8 (10) days after expiration of each policy term.

9 7. General Insurance

10 CONSULTANT shall, at its expense, maintain in effect at all times during the
11 duration of this Agreement not less than the following coverage and limits of
12 insurances:

13 A. Workers Compensation CONSULTANT shall carry such insurance as
14 will protect THE CITY and CONSULTANT from claims under Workers
15 Compensation and Employers Liability Acts; such insurance to be
16 maintained as to the type and amount in strict compliance with State
17 statutes. This insurance shall also waive all right to subrogation
18 against THE CITY, its employees, directors, officers and agents.

19 B. General Liability. CONSULTANT shall obtain and keep in full force and
20 effect general liability insurance including provisions for contractual
21 liability, personal injury, independent consultants and broad form
22 property damage coverages. This insurance shall be on a
23 comprehensive occurrence basis form with a stand cross liability
24 clause or endorsement. The limit for this insurance shall be no less
25 than \$1,000,000 per occurrence for bodily injury, personal injury and
26 property damage. If commercial General Liability Insurance or other
27

1 form with a general aggregate limit is used, either the general
2 aggregate limit shall apply separately to this project/location or the
3 general aggregate limit shall be twice the required occurrence limit.

4 C. Automobile Liability. CONSULTANT shall maintain automobile liability
5 insurance with coverage for any vehicle including those owned,
6 leased, rented or borrowed. This insurance shall have a standard
7 cross liability clause or endorsement. The limit amount for this
8 insurance shall be no less than \$1,000,000 per occurrence combined
9 single limit for bodily injury and property damage.

10 D. Certificates of Insurance. Promptly upon execution of this Agreement
11 and prior to commencement of any work, CONSULTANT shall provide
12 THE CITY with certificates of insurance evidencing that all insurance
13 and/or endorsements required by this Agreement have been obtained
14 and are in full force and effect. Approval of the insurance by THE
15 CITY shall not relieve or decrease any liability of CONSULTANT. The
16 certificates and policies shall provide that thirty (30) days' written
17 notice of any cancellation of the insurance policies will be provided to
18 THE CITY. In addition, in the event any change is made in the
19 insurance carrier, policies or nature of coverage required under this
20 Agreement, CONSULTANT shall notify THE CITY prior to making such
21 changes.

22 Such insurance shall include a provision for endorsement naming THE
23 CITY, its officers, directors, employees and agents as additional
24 insured's with respect to liability arising out of the performance of
25 any work under this Agreement, and providing that such insurance is
26 primary insurance with respect to the interest of THE CITY and that
27

1 any other insurance maintained by THE CITY is excess and not
2 contributing insurance with the insurance required hereunder.

3 8. Indemnification and Hold Harmless

4 CONSULTANT shall protect, indemnify, hold harmless and defend THE CITY,
5 its directors, officers, employees and agents, from any and all claims, fines,
6 demands, costs, expenses (including but not limited to attorneys' fees and costs
7 of litigation or arbitration), liability, losses, penalties, causes of action, awards,
8 suits or judgments for damages of any nature whatsoever (hereinafter collectively
9 referred to as "Claims") to the extent arising out of the breach of this Agreement
10 in whole or in part by, or willful or fraudulent misconduct or negligent acts, errors
11 or omissions by CONSULTANT, its employees, agents or consultants, or the agent,
12 employee or consultant of any one of them in the performance of their duties or in
13 their operations under this Agreement, but not including the sole or active
14 negligence or the willful misconduct of THE CITY.

15 Neither termination of this Agreement nor completion of the acts to be
16 performed under this Agreement shall release CONSULTANT from its obligations
17 to indemnify as to any claims so long as the event upon which such Claims is
18 predicated shall have occurred prior to the effective date of any such termination
19 or completion and arose out of or was in any way connected with performance or
20 operations under this Agreement by CONSULTANT, its employees, agents or
21 consultants, or the employee, agent or consultant of any one of them.

22 Submission of insurance certificates or other proof of compliance with the
23 insurance requirements in this Agreement does not relieve CONSULTANT from
24 liability under this indemnification and hold harmless clause. The obligation of
25 this indemnity article shall apply whether or not such insurance policies shall have
26 been determined to be applicable to any of such damages or claims for damages.

1 9. Termination

2 This Agreement may be terminated at any time and for any reason by THE
3 CITY upon five (5) days' advance written notice. In the event of such termination,
4 CONSULTANT is to be fairly compensated for all work performed to the date of
5 termination as calculated by THE CITY based on Paragraph 2 hereof, provided that
6 such compensation shall not in any case exceed the maximum sum set forth in
7 Paragraph 2 hereof. Compensation under this paragraph shall not include costs
8 related to lost profit associated with the expected completion of the work or other
9 such payments relating to the benefit of the bargain.

10 10. Attorneys' Fees

11 In the event that any arbitration, litigation or other action or proceeding of
12 any nature between THE CITY and CONSULTANT becomes necessary to enforce or
13 interpret all or any portion of this Agreement or because of an alleged breach by
14 either party of any of the terms hereof, it is mutually agreed that the losing or
15 defaulting party shall pay the prevailing party's reasonable attorneys' fees, costs
16 and expenses incurred in connection with the prosecution or defense of such
17 action or proceeding.

18 11. Entire Agreement

19 This writing constitutes the entire Agreement between the parties relative to
20 the services specified herein, and no modifications hereof shall be effective unless
21 and until such modification is evidenced by a writing signed by both parties to this
22 Agreement. There are no understandings, agreements, conditions,
23 representations, warranties or promises with respect to the subject matter of this
24 Agreement except those contained in or referred to in this writing.

25 12. Independent CONSULTANT

26 It is expressly understood and agreed by the parties hereto that
27
28

1 CONSULTANT's relationship to THE CITY is that of an independent consultant. All
2 persons hired by CONSULTANT and performing the work shall be consultant's
3 employees or agents. THE CITY shall not be obligated in any way to pay any wages
4 or other claims by any such employees or agents or any other person by reason of
5 this Agreement. CONSULTANT shall be solely liable to such employees and agents
6 for losses, costs, damage of injuries by said employees or agents during the
7 course of the work.

8 13. Successors and Assignment

9 This Agreement shall be binding on the heirs, successors, executors,
10 administrators and assigns of the parties; however, CONSULTANT agrees that it
11 will not assign, transfer, convey or otherwise dispose of this Agreement or any
12 part thereof, or its rights, title or interest therein, or its power to execute the
13 same without the prior written consent of THE CITY.

14 14. Severability

15 If any provision of this Agreement is held to be unenforceable, the
16 remainder of this Agreement shall be severable and not affected thereby.

17 15. Waiver of Rights

18 Any waiver at any time by either party hereto of its rights with respect to a
19 breach or default, or any other matter arising in connection with this Agreement,
20 shall not be deemed to be a waiver with respect to any other breach, default or
21 matter.

22 16. Remedies Not Exclusive

23 The use by either party of any remedy specified herein for the enforcement
24 of this Agreement is not exclusive and shall not deprive the party using such
25 remedy of, or limit the application of any remedy provided by law.

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1 17. Notices

2 All notices, statements, reports, approvals or requests or other
3 communications that are required either expressly or by implication to be given by
4 either party to the other under this Agreement shall be in writing and signed for
5 each party by such officers as each may, from time to time, authorize in writing to
6 so act. All such notices shall be deemed to have been received on the date of
7 delivery if delivered personally or three (3) days after mailing if enclosed in a
8 properly addressed and stamped envelope and deposited in the U.S. post office
9 for delivery. Unless and until formally notified otherwise, all notices shall be
10 addressed to the parties at their addresses shown below:

11 CONSULTANT

12 MIG, Inc.
13 Attn: Timothy A. Gilbert, Principal
14 800 Hearst Avenue
Berkeley, CA 94710

15 CITY

16 City of Riverbank
17 Attn: Kathleen Cleek, Development Services Admin. Manager
18 6707 Third Street
Riverbank, CA 95367

19 18. Sub-Consultants

20 No subcontract shall be awarded or an outside consultant engaged by
21 CONSULTANT unless prior written approval is obtained from THE CITY.

22 ///

23 ///

1 **IN WITNESS WHEREOF** the parties execute this Agreement on the day
2 and year first hereinabove written.

3
4 CITY OF RIVERBANK

MIG, INC.

5
6 By _____
7 Jill Anderson
8 City Manager

By _____
Timothy A. Gilbert, Principal

9
10 Consultant
11 Taxpayer ID No.:

12 APPROVED AS TO FORM:

13 By _____
14 Tom Hallinan
15 Attorney

proposal

B. Scope of Services

Moore Iacofano Goltsman, Inc. (MIG) will assist the City of Riverbank in the preparation of an ADA Self-Evaluation and Transition Plan Update. This document will be produced using the Central San Joaquin Valley Risk Management Authority (CSJVRMA) ADA Checklist as a template. MIG authored this checklist in 2004 and has updated the process to include ADA and California changes since that time.

PHASE 1

Task 1: Project Initiation

Task 1.1: Project Kick-Off Meeting

Following the execution of a contract, MIG will meet with City staff (ADA Compliance Team) to refine the proposed tasks and schedule, including options and recommendations for staff and community involvement during the preparation of the Self-Evaluation and Transition Plan Update. MIG will work with City staff to identify and obtain all necessary documents and materials to support the self-evaluation process and facility evaluation. The final report format and content will be reviewed and confirmed. This task will be combined with the Orientation Workshop listed in Task 2.1.

City staff involvement: City ADA Coordinator or Project Manager and key staff members will attend a 1-1/2 to 2 hour meeting with MIG. City staff will assemble facility site plans and floor plans (if they exist), City street maps (GIS or AutoCAD), and a list of City policy documents.

Task 1.2 Public Meeting to Introduce the Project

MIG will facilitate a public meeting with the ADA Advisory Team to announce the commencement of the ADA Self-Evaluation and Transition Plan. The Advisory Team will include disability advocates, citizens with disabilities and the general public. This meeting will also educate the public on the process and components required to fulfill the obligations to complete an ADA Self-Evaluation and Transition Plan. MIG will conduct

outreach to publicize this meeting, including posting a notice on the City's website four weeks prior to the meeting and placing weekly advertisements in the Riverbank News for the four weeks leading up to the meeting. The recommended format for this meeting is an open house style meeting where people can receive information about the project, ask questions and provide comments about their experiences and needs.

Task 2: ADA Self-Evaluation – Programmatic Review and Recommendations

MIG will review policy documents to identify issues that should be addressed to ensure that programs, activities and services are non-discriminatory to people with disabilities. Policy documents will include department and facility rules and regulations, administrative bulletins, the Riverbank municipal code, and other written City policy documents that affect the public.

Task 2.1: Orientation Workshop for the Review of City Programs, Activities and Services

MIG will meet with staff representing City departments and major program areas to orient them to the process that MIG will use to evaluate policies and programs. MIG recommends that an ADA liaison be established for each City department to serve as a point person during the Self-Evaluation and Transition Plan process.

City staff involvement: A City staff member from each department will attend a 1 hour orientation workshop presented by MIG regarding the Self-Evaluation questionnaire.

Task 2.2: Program Staff Questionnaire

MIG will evaluate the current level of program accessibility within each department by administering an online program questionnaire to City staff. The evaluation will identify current City status regarding ADA requirements, including program eligibility requirements, participation requirements, facilities used, staff training, transportation, communications, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures. The questionnaire will be distributed electronically.

proposal

City staff involvement: Selected City staff will complete the online questionnaire (approximately 45 minutes). Assistance from ADA Coordinator may be required to prompt city staff to complete the questionnaire.

Task 2.3: Program Analysis

MIG will review and analyze the program information collected from the online questionnaire and materials provided by City staff to evaluate the current level of program accessibility.

City staff involvement: Discussion with ADA Coordinator.

Task 2.4: Prepare the Draft Self-Evaluation

Based on the questionnaire findings and staff interaction, MIG will prepare a draft ADA Self-Evaluation for the City. The report will include analysis and recommendations for program modifications that affect eligibility requirements, participation requirements, facilities used, staff training, transportation, communications, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures. The report will also address those programs, activities and services that are unique to each department. The Plan will include:

- **Review of Policies:** A review of the municipal code and other policy documents. A summary of recommendations will be provided, including appropriate examples of policies, forms and procedures.
- **Evaluation of Programs, Activities and Services:** An evaluation of the current level of accessibility of programs and recommendations for improvement, both City-wide and department-specific, will be provided.
- **Self-Evaluation Toolkit:** The toolkit will include a resource guide of local, regional, state and national disability organizations and other reference materials.

City staff involvement: Document review by ADA Coordinator and departments.

Task 3: Facility Evaluations and Reports

MIG will produce an ADA Transition Plan based upon detailed evaluations by MIG staff of City facilities and the prioritization of barrier removals.

The following City of Riverbank facilities are included in this scope of work:

Parks

1. Castleberg Park
2. Community Center Park
3. Harless Park
4. Hutcheson Park
5. Jacob Myers Park
6. Pioneer Park
7. Plaza Del Rio
8. Rotary Centennial Park
9. Safreno Park
10. Silva Park
11. Sorensen Park
12. Sports Complex
13. Staley Park – Skate Park
14. Whorton Park
15. Zerillo Park

Buildings

1. City Hall
2. City Hall – South
3. Community Center
4. Community Pool & Locker Room
5. Corporation Yard
6. Corporation Yard – Office Trailer
7. Museum
8. Scout Hall
9. Sheriff Office Building
10. Teen Center
11. Wastewater Treatment – Shop Building

proposal

Task 3.1: Prepare Facility Diagrams

MIG will prepare diagrammatic plans (11" x 17") of the exterior environments and building floor plans for all facilities and parks based upon site plans and floor plans provided by the City. If plans do not exist, MIG will produce diagrammatic plans to be included in the facility compliance assessment. The diagrams will be used to indicate the location of architectural barriers in the facility report.

Task 3.2: Conduct Facility Evaluations

MIG will evaluate all portions of exterior and interior features used by the public. The evaluation will identify physical barriers in each facility that limit accessibility and compare each facility to the California Title 24 Building Code Accessibility Regulations, the Federal 2010 ADA Standards for Accessible Design, and if desired the 2013 ABA Outdoor Developed Area Guidelines.

The evaluations will be accomplished using a team of experienced, senior MIG access evaluators equipped with measuring devices, facility diagrams, and evaluation forms. Diagrams of each site and building plan will be annotated during the evaluation process and will be included in the final report. The completed diagrams will indicate the location of architectural barriers numbered to correspond to the completed evaluation checklist forms and the facility report table of barriers. These annotated diagrams will assist in prioritizing barriers for removal.

MIG will use MIG's Accessibility Checklist to identify potential barriers. This evaluation instrument was originally developed by MIG in 1991, and continuously revised to reflect current State and Federal laws, regulations, codes and standards. The checklist has been used by hundreds of cities and agencies across the country.

The architectural and building elements and their related features addressed in the facility evaluation will include, when present:

Building Features:

- Walks
- Curb Ramps
- Ramps
- Stairs/Railings
- Hazards (overhanging and protruding objects)
- Doors and Gates
- Signs
- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters
- Corridors/Aisles
- Rooms
- Multiple User Restrooms
- Single User Restrooms
- Toilet Rooms
- Bathing Facilities
- Fixed Benches
- Locker Rooms
- Libraries
- Kitchens/Kitchenettes
- Eating Areas/Vending
- Auditorium

Parking and Exterior Features:

- Parking Spaces/Access Aisles
- Passenger Loading Zones
- Curb Ramps
- Walks
- Ramps
- Stairs
- Hazards (overhanging and protruding objects)
- Signs
- General compliance to ADA clearances/grades/standards

Park and Recreation Features:

- Game and Sports Areas
- Grandstands/Bleachers
- Swimming Pools/Wading Pools/Spas

proposal

- Play Equipment Areas
- Site Furnishings
- Picnic Areas*
- Benches*

**2013 ABA Outdoor Developed Area Guideline*

City staff involvement: The City will provide any existing blueprints, CAD files, site plans, emergency evacuation diagrams, or other graphics or information that portrays City facilities. City staff will be responsible for providing access to city facilities. It is expected that MIG evaluators will be accompanied during the evaluations of the police department and fire stations, but otherwise will not require accompaniment by a city staff person.

Task 3.3: Prepare Facility Reports

MIG will produce a facility report for each building and park, detailing each item found to be in non-compliance with State and Federal access regulations. MIG will utilize a custom Microsoft Access™ database for recording data and generating the facility reports. This reporting system has proven very cost effective in producing a useful summary of barriers.

MIG will provide the City of Riverbank with an active, live copy of the evaluation results in a Microsoft Excel format. This data will be presented as a tracking system that can be used to record, manage and report the removal of barriers and the progress toward implementing the Transition Plan.

The facility report for each site will include:

- **Barrier Identification Table:** A table will list each specific barrier encountered during the evaluation process. Barriers will be organized by architectural element and located by reference number on the facility diagram.
- **Conceptual Solution:** A feasible conceptual solution to resolving the barrier will be provided in text format. Alternate solutions or equivalent facilitation will be suggested when feasible.
- **Cost Estimate:** Planning level cost estimates will be provided for the removal of each barrier.
- **Priority Level:** A column will be provided that identifies the priority for barrier removal to be completed during Task 4.
- **Reference Diagram:** The report will include a reference diagram locating the barriers on a floor plan, site plan or aerial photograph of the facility.

The costs contained in the database and facility reports represent a planning level cost estimate that can be used to determine the cost for removing barriers in City facilities. The cost estimates are based on the cost of construction. The spreadsheet can be modified by the City to include planning, design, inspection and administration costs and an escalation factor to adjust for future projects.

Each barrier removal action, such as the replacement of a door knob with lever-type door hardware, will be assigned a cost. These costs are based on RS Means cost data, MIG's experience, feedback from previous public agency clients, and a review conducted by cost estimating experts in 2013.

The report also provides a conceptual solution for each barrier to be removed, including documenting equivalent facilitation opportunities. MIG will facilitate this process during the prioritization workshop as described in Task 4. The ADA requires that "programs, activities and services, when viewed in their entirety, must be accessible." This means that not all architectural barriers identified in the facility reports must be removed. For example, the public may meet with a City staff person in an accessible conference room rather than in the staff person's office. The door to the conference room must be compliant, but the door to the office does not need to be modified.

The ability to provide programmatic access rather than renovating all non-compliant building features represents an opportunity to reduce the construction costs associated with the Transition Plan.

proposal

MIG will provide the ADA Compliance Team and ADA Advisory Committee with both full color printed copies of the facility reports and an electronic copy. Twenty (20) printed copies are anticipated.

City staff involvement: Review of facility reports.

Task 4: Conduct Facility Prioritization Workshop

MIG will meet with the ADA Compliance Team to review the architectural barriers encountered during the evaluation process. Each barrier will be ranked according to priority for barrier removal based on guidelines outlined by the ADA. During this workshop, MIG will also assist the City in identifying programmatic solutions to remove an existing barrier and propose equivalent facilitation options.

MIG will also assist City staff in prioritizing the list of facilities in its entirety in order to develop a schedule for the removal of access barriers.

Upon completion of the prioritization process, MIG will revise the facility reports to reflect the priorities assigned during the workshop.

City staff involvement: Participation of key staff members in a prioritization workshop (2 hours).

Task 5: ADA Transition Plan - Public Rights-of-Way (PROW)

MIG will assist the City in developing a Transition Plan for Public Rights-of-Way (PROW). Elements of the Plan will include an assessment of current design standards, existing sidewalk and curb ramp conditions, recent and proposed PROW improvements, and a list of priority guidelines and a timeframe for barrier removal. The Plan will document plans and policies that contribute to the development of an accessible pedestrian environment.

Task 5.1: Conduct PROW Prioritization Workshop

MIG will conduct a workshop with City staff responsible for sidewalks, crosswalks and curb ramps.

The workshop will identify the areas of highest priority for pedestrian improvement which will inform the timeframe for the removal of sidewalk, crosswalk and curb ramp barriers adjacent to government facilities, public transit stops, and within high priority commercial areas.

City staff involvement: Participation of key Public Works staff in a workshop to establish areas of high priority for pedestrian improvements.

Task 5.2: Review City PROW Policies and Design Standards

MIG will review existing policy documents related to curb ramps and sidewalks to identify issues that should be addressed to ensure that policies are non-discriminatory to people with disabilities. Documents to be reviewed will include the Riverbank Municipal Code, General Plan, City design standards, and other written City policy documents.

City staff involvement: Assembly of planning and policy documents regarding pedestrian facilities.

Task 5.3: Prepare Facility Maps for Field Evaluation

MIG will create facility maps of the public right-of-way for field evaluation utilizing existing documentation of the PROW provided by the City.

City staff involvement: Delivery of existing GIS or AutoCAD maps of City streets.

Task 5.4: Conduct PROW Evaluation and Reports

MIG will conduct a detailed evaluation of the pedestrian facilities within the right-of-way that lead to the "List of Community Facilities" under public buildings, recreation facilities and parks identified in the RFP. MIG will discuss the reference standards the City uses as its best practice for the public right-of-way (i.e. 2011 Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way and the 2012 California MUTCD 2012 Edition) with staff. The results of the evaluation will be included in a report of the identified barriers with a map of findings, along with an Excel spreadsheet containing the evaluation results.

proposal

City staff involvement: Coordination with ADA Compliance Team.

PHASE 2

Task 6: Prepare ADA Transition Plan Update Documents

Task 6.1: Prepare the First Draft ADA Transition Plan

Based on the self-evaluation and facility compliance assessment, MIG will prepare a draft Transition Plan for the City. City staff will prepare the schedule of barrier removals based on the prioritization and cost estimate information included in the completed facility and PROW reports to meet appropriate funding levels (determined by the City). The plan will include:

- Method of Preparation
- Prioritization Criteria
- Facility/PROW Reports
- Planning Level Cost Estimates
- Phasing Plan

MIG will provide a digital copy of the Draft Plan in PDF format to City staff for copying and distribution.

City staff involvement: Participation of key staff in the preparation of the Transition Plan phasing schedule using the priorities and costs established by the project. Review the Draft Plan.

Task 6.2: Conduct Draft ADA Self-Evaluation and Transition Plan Review Meeting

MIG will meet with the ADA Compliance Team to review the Draft Self-Evaluation and Transition Plan. MIG will prepare a brief memo summarizing comments received.

Task 6.3 Revised Draft ADA Self-Evaluation and Transition Plan

Following the Draft Review meeting with the ADA Compliance Team, MIG will revise the Draft ADA Self-Evaluation and Transition Plan. MIG will provide a digital copy of the report in PDF format to City staff for copying and distribution.

City staff involvement: Provide consolidated staff comments.

Task 6.4: Review of Revised Draft ADA Plan with Advisory Committee

MIG will meet with the ADA Advisory Committee to review the revised draft document and solicit feedback. MIG will summarize comments received in a brief memorandum.

Task 6.5: Public Meeting to Review of Revised Draft ADA Plan

MIG will meet with the public to review the revised draft document and solicit feedback. MIG will summarize comments received in a brief memorandum.

MIG will conduct outreach to publicize this meeting, including posting a notice on the City's website four weeks prior to the meeting and placing weekly advertisements in the Riverbank News for the four weeks leading up to the meeting. The recommended format for this meeting is an open house style meeting where people can receive information about the project, ask questions and make comments on the Draft Plan.

Task 6.6: Conduct Review Meeting of Public Comments

Following the ADA Advisory Committee meeting and the public meeting to review the Revised Draft Plan, MIG will meet with the ADA Compliance Team to review all feedback and to develop recommendations on potential changes. MIG will prepare a brief memo summarizing meeting comments.

Task 6.7 Prepare the Final Draft ADA Self-Evaluation and Transition Plan

Following the review of public comments (Task 6.4) MIG will edit the Revised Draft Self-Evaluation and Transition Plan and prepare the Final Draft Plan for presentation. The plan will include a summary of public comments received to date. MIG will provide a digital copy of the report in PDF format and 10 printed copies to City staff.

City staff involvement: Approve planned document edits based on summary of ADA Advisory Committee meeting (Task 6.4)

proposal

Task 6.8: Prepare the Final ADA Self-Evaluation and Transition Plan

Following the review of the final draft document by the ADA Compliance Team, ADA Advisory Team and the CSJVRMA, MIG will produce a Final Self-Evaluation and Transition Plan. MIG will provide a 5 digital copies and 20 printed, full-color copies of the plan to City staff.

Task 6.9 Prepare a Project Summary

MIG will prepare a written summary of the project, including process overview, comments received, stakeholder participation, and results. This summary will be used by the City to present to City Council and the public. MIG will provide an electronic copy to the City.

Task 7: Ongoing Project Management

MIG will maintain ongoing communication and project management with City staff. MIG will conference call in on initial ADA Council meeting if necessary.

City staff involvement: Participation of the ADA Coordinator in regular status communications and managing invoicing process.

Task 8: Presentation to City Council

MIG Principal-in-Charge Tim Gilbert will be present for one City Council meeting when the Council discusses, approves, accepts, or adopts the Final ADA Self-Evaluation and Transition Plan.

City staff involvement: Key City staff will attend the Council meetings

MIG believes that a critical element to a successful ADA Self-Evaluation and Transition Plan is in the training of City staff with the standards, guidelines and regulations governing accessibility for persons with disabilities. MIG has included Optional Task B to address the investment in key personnel.

Optional Task A: Conduct Remaining PROW Evaluations and Reports

The budget included with Task 5.4 includes the PROW of the facilities included within the request for proposals

under public buildings, recreational facilities and parks. If the City intends to evaluate all public sidewalks, which includes the existing curb ramps, crosswalks and rail crossings, MIG has included the cost for this task within the proposed budget under Optional Tasks. The cost included assumes that the City will provide MIG with a comprehensive inventory of City sidewalks, curb ramps and crossings in a digital (AutoCAD/GIS) format for mapping and inventorying purposes.

Optional Task B: Staff Training Workshop

Tim Gilbert, CASp, will conduct a two-part training workshop for City of Riverbank staff. Each workshop is 1-1/2 hours long. The workshops will reinforce the content of the City's ADA Self Evaluation and Transition Plan.

MIG provides: Training workshop handouts (Power Point), presentation equipment (projector and laptop), and sign-in sheet.

City provides: Meeting room, projection screen.

Customer Services Workshop

Interacting with people with a variety of disabilities (hearing, vision, cognitive, mobility) at the counter, on the phone, and handling requests for information or service.

Workshop Participants: City of Riverbank staff who interact with the public. Participants can represent a range of job titles and positions from front line staff to managers/supervisors.

Accessible Facilities Workshop

Maintaining accessible features, a review of new 2010 ADA standards including the new recreation facility standards, pedestrian sidewalks and curb ramps, common problems, and group discussion.

Workshop Participants: City staff who design, inspect, manage, or maintain City facilities, including public buildings, parks, parking lots, public sidewalks and curb ramps or other pedestrian facilities.

EXHIBIT "B"

City of Riverbank ADA Self-Evaluation and Transition Plan Update

5-Sep-14

	T. Gilbert		A. Tomerlin		ADA Access		Professional		Direct Costs	TASK
	Principal-in-Charge		Project Manager		Surveyor					
	Staff person:	Hrs	\$175	Hrs	\$105	Hrs	\$60	Time Totals	TOTALS	
FEE PROPOSAL										
PHASE 1										
Task 1: Project Initiation										
Task 1.1: Kick-Off Meeting with Staff	2	\$350	2	\$210	0	\$0	4	\$560	\$75	\$635
Task 1.2: Public Meeting to Introduce the Project	4	\$700	6	\$630	0	\$0	10	\$1,330	\$400	\$1,730
Task 2: ADA Self-Evaluation - Programmatic Review & Recommendations										
Task 2.1: Orientation Workshop for the Review of City Programs, Activities and Services	4	\$700	4	\$420	0	\$0	8	\$1,120	\$25	\$1,145
Task 2.2: Program Staff Questionnaire	0	\$0	8	\$840	0	\$0	8	\$840	\$25	\$865
Task 2.3: Program Analysis	2	\$350	20	\$2,100	0	\$0	22	\$2,450	\$25	\$2,475
Task 2.4: Prepare the Draft Self-Evaluation	4	\$700	16	\$1,680	0	\$0	20	\$2,380	\$25	\$2,405
Task 3: Facility Evaluations and Reports										
Task 3.1: Prepare Facility Diagrams	0	\$0	8	\$840	0	\$0	8	\$840	\$75	\$915
Task 3.2: Conduct Facility Evaluations	2	\$350	36	\$3,780	32	\$1,920	70	\$6,050	\$400	\$6,450
Task 3.3: Prepare Facility Reports	2	\$350	4	\$420	32	\$1,920	38	\$2,690	\$150	\$2,840
Task 4: Conduct Facility Prioritization Workshop	6	\$1,050	12	\$1,260	0	\$0	18	\$2,310	\$75	\$2,385
Task 5: ADA Transition Plan - Public Rights-of-Way (PROW)										
Task 5.1: Conduct PROW Prioritization Workshop	1	\$175	4	\$420	0	\$0	5	\$595	\$25	\$620
Task 5.2: Review City Policies and Design Standards	1	\$175	8	\$840	0	\$0	9	\$1,015	\$25	\$1,040
Task 5.3: Prepare Facility Maps for Field Evaluation	0	\$0	8	\$840	0	\$0	8	\$840	\$50	\$890
Task 5.4: Conduct High Priority PROW Evaluations and Reports	2	\$350	32	\$3,360	40	\$2,400	74	\$6,110	\$450	\$6,560
PHASE 2										
Task 6: Prepare the ADA Transition Plan Update Documents										
Task 6.1: Prepare the First Draft ADA Transition Plan Update	4	\$700	16	\$1,680	0	\$0	20	\$2,380	\$25	\$2,405
Task 6.2: Conduct Draft ADA Self-Evaluation and Transition Plan Review Meeting	3	\$525	4	\$420	0	\$0	7	\$945	\$75	\$1,020
Task 6.3: Prepare Revised Draft ADA Self-Evaluation and Transition Plan Update	4	\$700	8	\$840	0	\$0	12	\$1,540	\$125	\$1,665
Task 6.4: Review of Revised Draft ADA Plan with Advisory Committee	3	\$525	6	\$630	0	\$0	9	\$1,155	\$75	\$1,230
Task 6.5:Public Meeting to Review the Revised Draft	4	\$700	8	\$840	0	\$0	12	\$1,540	\$400	\$1,940
Task 6.6: Conduct a Review Meeting of Public Comments with Advisory Committee	4	\$700	4	\$420	0	\$0	8	\$1,120	\$75	\$1,195
Task 6.7: Prepare the Final Draft ADA Self-Evaluation and Transition Plan Update	4	\$700	12	\$1,260	0	\$0	16	\$1,960	\$50	\$2,010
Task 6.8: Prepare the Final ADA Self-Evaluation and Transition Plan Update	4	\$700	16	\$1,680	0	\$0	20	\$2,380	\$400	\$2,780
Task 6.9: Prepare a Project Summary	2	\$350	8	\$840	0	\$0	10	\$1,190	\$50	\$1,240
Task 7: Ongoing Project Management	4	\$700	16	\$1,680	0	\$0	20	\$2,380	\$25	\$2,405
Task 8: Presentation to City Council	6	\$1,050	0	\$0	0	\$0	6	\$1,050	\$75	\$1,125
Total Cost - Base Bid: 72 \$12,600 256 \$27,930 104 \$6,240 442 \$46,770 \$3,200 \$49,970										
OPTIONAL TASKS										
Task A: Conduct Remaining PROW Evaluations and Reports	4	\$700	48	\$5,040	40	\$2,400	92	\$8,140	\$1,200	\$9,340
Task B: Staff Training Session	12	\$2,100	6	\$630	0	\$0	18	\$2,730	\$750	\$3,480
Total Cost with Optional Tasks: 88 \$15,400 320 \$33,600 144 \$8,640 552 \$57,640 \$5,150 \$62,790										

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	September 23, 2014
Subject:	Status Report and Update on the Progress with the Riverbank Downtown Specific Plan
From:	Jill Anderson, City Manager
Submitted by:	John B. Anderson, Consulting Community Development Director

RECOMMENDATION

It is recommended that the City Council receive the status report on the Riverbank Downtown Specific Plan and provide comments as needed.

SUMMARY

The Downtown Specific Plan (DTSP), as discussed in the last City Council update, is now in a workable word document and red-line changes continue to be made per the direction of the Planning Commission, the public, private stakeholders and Staff. Additionally, the red-line version of the Plan has been posted on the City's website since June and two rounds of public notices announcing the Public Workshops have been distributed. Staff and the Planning Commission have made every effort to allow the Specific Plan process to be as transparent as possible. To further this end, we have conducted noticed Public Workshops on July 15th, August 19th and September 16, 2014 in front of the Planning Commission. Through staff's efforts we have identified necessary changes to the DTSP including:

Key changes to the Downtown Specific Plan:

1. A new proposed Downtown Specific Plan Boundary has been included into the red-line version. The new boundary reduces the overall footprint of the specific plan by making the boundary to the east 4th Street instead of 7th Street, while still encompassing the "gateway" of Atchison Street to 8th Street. Conversely, the boundary on the west side has expanded by including the properties adjacent to Callander Avenue, just west. The reduction in the footprint makes more sense; excluding established neighborhoods to the east and including street front properties to the east and west that will serve as "gateways" to the Downtown

Area, attracting more attention and opportunities for activity. The Planning Commission has confirmed this boundary and the logic behind the lines which have been drawn.

2. Added Civic and Cultural Uses to the Use Table found in Chapter 2.1: District Regulations. Civic and Cultural Uses include a range of public and quasi-public uses that attract a variety of residents and visitors to the Downtown District. Allowable in any district, uses include Government center or office, library, conference centers, teen centers, non-profit services such as union halls, clubs and public parks and open spaces.

To implement the Downtown Specific Plan, the General Plan Land Use Designations on eighty three (83) properties will need to be changed to conform with the policy direction suggested with the modified DTSP. The Downtown Specific Plan cannot be adopted without these changes because, by law, the General Plan Land Use Designation must match to the corresponding Zoning District.

PLANNING COMMISSION JULY 15, 2014 and AUGUST 19, 2014

Notices for both Planning Commission Public Workshops were posted in the Riverbank Newspaper, City Hall North and South, Community Centers and mailers were sent to almost 1,000 residents, property owners and business owners in the Downtown Area twice by personalized mail.

The first Planning Commission Public Workshop for the Downtown Specific Plan was held on July 15, 2014 and featured a few property and business owners from the downtown area. The intent of this workshop was to re-evaluate the Downtown Specific Plan, as if it was shown for the first time. The presentation went over each section of the Plan and then discussion was held on issues/concerns from the Planning Commission as well as members of the public. Issues that were brought up by the Planning Commission and the public:

- A. The DTSP describes renovation plans for the Del Rio Theater and a possible multi-story parking structure easterly of the Del Rio along SR 108. Obviously the DTSP will establish design criteria for the property in question, but can make no representations related to financial commitments of the former RDA.
 - Parking. As discussed previously, the DTSP describes renovations plan for the Del Rio Theater and possible multi-story parking structure easterly of the Del Rio along SR 108. During the public workshop, a few members of the public voiced concerns over the amount of parking that would be available once this DTSP is built out. There seems to be available on-street parking available right now but we want to avoid the situation where on-street parking in-front of adjacent resident neighborhoods is taken up for regular Downtown activities.

- Proposed Boundary. Feedback to the proposed reduced boundary for the DTSP was positive from both the Planning Commission and members of the public. It makes more sense and more practical moving forward with the modified smaller boundary as described above.
- Funding and Financing Strategies. Without RDA, some of the implementing infrastructure for the DTSP will be unfunded, example being renovating Del Rio Theater and building a multi-story parking structure. As discussed previously, other infrastructure projects, such as the Santa Fe Underpass, will be included in the Fee Nexus update and become a City-wide obligation. The Public Workshop discussed this barrier and informed the Planning Commission and the public on other financing strategies that could be used.
- Connection to Jacob Myers Park. Connection from the DTSP to Zerillo and Jacob Myers Parks was discussed at the Public Workshop. The Planning Commission and the public were concerned of how the connection would be safe to travel and how realistic it would be. The Planning Commission felt that a true connection cannot safely be made between the DTSP and Zerillo Park, therefore language in the plan making this sort of reference will be eliminated.
- Historic Sites Inventory. The Planning Commission heard testimony from the public about the need for the City to protect the historically sensitive properties in the downtown area. Unfortunately, the City has never conducted a formal Historic Sites survey and the only resource we have is the information which has been published by the Riverbank Historical Society. Accordingly the Historical Society has identified six (6) buildings within the DTSP which have historical significance. It appears due to numerous fires in the downtown area many of the original 1912 buildings have been destroyed. The sites mentioned include the Carnegie Library, the Ditman Apartments, the Methodist Church, First National Bank, the Callendar Building and the Del Rio Theater.

POLICY ISSUES WITH THE DOWNTOWN SPECIFIC PLAN

1. The plan illustrates the construction of an underpass beneath the B.N.S.F. rail line essentially extending Sante Fe Street as a connection between the Downtown Core area and the Cannery property. The Sante Fe underpass as a vehicle access could costs about \$8 Million Dollars and require significant amounts of right of way to be reserved on the east and west legs of this anticipated improvement. Timing of the construction of the underpass is uncertain and could have significant impacts on the successful redevelopment of the Cannery property. It has been suggested that staff explore opportunities for alternative forms of connection including a pedestrian only bridge or underpass.

2. The DTSP includes an EIR mitigation measure which suggests the City will explore the creation of a quiet zone crossing for at least the Patterson Road/BNSF Mainline crossing. Based on preliminary discussions with both BNSF and the CUPUC it appears that the establishment of a quiet zone crossing could be both cost prohibitive as well as require the City to assume unlimited liability. It appears highly unlikely that the City is able to pursue this matter and language will be added to the DTSP to clarify the City's position.
3. The plan area boundaries extend easterly to Seventh Street, when in fact with the exception of the properties fronting Atchison (SR108); the eastern plan boundary could stop at Fifth or Fourth Street. The lands easterly of Fourth Street, for the most part, are comprised of developed residential neighborhoods, Cardozo Middle School, the Riverbank Community Center and Pool and the County Library. The rest of the plan boundaries appear to be connected with other land use options which implement the downtown vision. The Planning Commission after considering public input on the matter is satisfied with the modified boundary.
4. The DTSP describes renovation plans for the Del Rio Theater and a possible multi-story parking structure easterly of the Del Rio along SR 108. Obviously the DTSP will establish design criteria for the property in question, but can make no representations related to financial commitments of the former RDA.
5. Patterson Road serves as the southern boundary of the DTSP. The illustrative in the DTSP illustrates a 70 foot right of way section which is inconsistent with the adopted 2025 General Plan EIR which suggests up to four lanes of travel between Callendar and Eighth Street and the existing right of way of 80 feet currently enjoyed by the City in certain areas along Patterson Road. City staff is currently working with B.N.S.F and Sierra Railroad to define what can be done with the railroads through a joint effort. The ultimate Patterson Roadway needs to accommodate vehicle as well as pedestrian traffic, not to mention storm water drainage. The outcome of staff research will be illustrated in the DTSP.
6. The DTSP suggests a pedestrian connection with Zerillo and Jacob Meyers Parks. I have not seen, nor have I been presented with, concept plans for such a connection. Given the DTSP location and proximity to the B.N.S.F rail line I am not certain the railroad would support a trail under the viaduct or that the River Cove Neighborhood would appreciate a bridge connection to Jacob Meyers Park. Neither the Nexus analysis nor the DTSP address how this capital improvement would be funded. The reference to this connection will be eliminated from the DTSP.
7. Light Industrial Development in the Cannery site and the area south of Santa Fe Street between Second and First Streets. Both the 2025 General Plan and the DTSP suggest that the existing light industrial uses in the plan area would be

discontinued in the short term. Staff has had numerous conversations with representatives of Sun Gangi and the operators of the former Rizo Lopez Cheese Plant. The desire is to continue to use these sites for light industrial uses to generate jobs and revenue to support future redevelopment investment. Staff is of the opinion that as long as commercial traffic, hours of operation and employee parking is regulated, that the light industrial uses can co-exist with the future vision of the DTSP. We are also encouraging the operators to open retail outlets for any merchandise which is manufactured on the premises.

8. Modifications to the 2025 General Plan Land Use designations on several properties in the DTSP to remove the High Density Residential designation. Areas easterly of Callendar north and south of Topeka comprised of the Catholic Church property; properties north and south side of Topeka between First Street and Third Street – most of these properties are currently zoned R-2; properties east and west of Third Street just north of Patterson Road. Most of these areas make sense as Mixed Use and or Medium Density sites. Staff proposes to use the DTSP process as a means to establish the future land use vision upon which we will introduce modifications to the General Plan Land Use Maps to match the land uses selected in the DTSP.
9. By State law, the City of Riverbank has the ability to recover all costs associated with the DTSP including the EIR though the imposition of a Specific Plan Area fee. This fee would only be assessed on new development and would be based on a fee per acre of land developed. The plan currently does not have this mechanism.

STEPS TO COMPLETE THE DTSP EFFORT

- 1) Noticed Workshop with the Downtown Community and Property Owners – summer of 2014. Workshops conducted, July 15th, August 19th and September 16, 2014.
- 2) Receive written and verbal comments from the public and vested property owners. In this regard we are anticipating comments from the Sun Garden Gangi property owners and their team of experts.
- 3) Final edits and Revisions to DTSP.
- 4) Posting of the Final version of the DTSP on the Cities web-site and make copies available to the general public through the City Offices and the County Library.
- 5) PC Hearings on the Final Draft DTSP –October – November 2014
- 6) CC Hearings on the Final DTSP – December 2014

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: September 23, 2014

Subject/ Title: A **Resolution** of the City Council of the City of Riverbank, California, to Replace in its Entirety Section 5 – City Of Riverbank DESIGN STANDARDS WATER and Section 6 – City Of Riverbank DESIGN STANDARDS WASTEWATER of the City of Riverbank Standard Specifications with new Specifications and Drawings

From: Jill Anderson, City Manager

Submitted by: Marisela Garcia, Director of Finance
Michael Riddell, Public Works Superintendent
Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution to replace in its entirety Section 5 – City of Riverbank DESIGN STANDARDS WATER and Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER of the City of Riverbank Standard Specifications with new specifications and drawings, which have been updated to represent the current industry and design parameters.

BACKGROUND:

The existing City Standards for both water and wastewater were adopted by Resolution on May 29, 2007. The document consists of the following 8 Sections: Section 1 – Preface, Section 2 – Safety, Section 3 – Streets, Section 4 – Lighting, Section 5 – Water, Section 6 – Wastewater, Section 7 – Storm Drains, and Section 8 – Parking. These standards were adopted to aid all persons engaged in construction of public works projects within the city limits of Riverbank. All construction work in the public right-of-way within the City of Riverbank shall conform to these standards. As the construction industry and design parameters change, revisions to these standards must be adopted.

Over the past six months, City staff has been in the process of reviewing each section of standards. Staff has completed the review of the water and wastewater standards, which have been updated to meet industry standards and the City's required design parameters.

Tonight staff is recommending that the City Council adopt a Resolution to replace Section 5 – City of Riverbank DESIGN STANDARDS WATER and Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER of the City of Riverbank Standard Specifications with new specifications and drawings.

The review process for the remaining sections is still underway and will be brought to Council for consideration within the next two months.

FINANCIAL IMPACT:

No identifiable cost impact to the City.

ATTACHMENTS:

1. Resolution
2. Section 5 – City of Riverbank DESIGN STANDARDS WATER
3. Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER

CITY OF RIVERBANK

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO REPLACE IN ITS ENTIRETY SECTION 5 – CITY OF RIVERBANK
DESIGN STANDARDS WATER AND SECTION 6 – CITY OF RIVERBANK DESIGN
STANDARDS WASTEWATER OF THE CITY OF RIVERBANK STANDARD
SPECIFICATIONS WITH NEW SPECIFICATIONS AND DRAWINGS**

WHEREAS, the City Council of the City of Riverbank directed staff to review and update City standard specifications and drawings to represent the current industry and design parameters; and

WHEREAS, City staff reviewed Section 5 – DESIGN STANDARDS WATER AND Section 6 – DESIGN STANDARDS WASTEWATER and determined both Sections needed to be replaced; and

WHEREAS, Section 5 – DESIGN STANDARDS WATER AND Section 6 – DESIGN STANDARDS WASTEWATER are replaced in their entirety to reflect industry standards and the City's required design parameters.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the replacement of Section 5 – City of Riverbank DESIGN STANDARDS WATER and Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER, in its entirety, with amended Section 5 and Section 6 attached hereto as **Exhibit A**, and incorporated herein to the City of Riverbank Standard Specifications.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of September, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A: Section 5 – City of Riverbank DESIGN STANDARDS WATER (Attached)
Section 6 – City of Riverbank DESIGN STANDARDS WASTEWATER (Attached)

**City of Riverbank
DESIGN STANDARDS**

WATER

EXHIBIT A

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- 5.304 Pipe Materials
- 5.305 Fittings and Thrust Blocking
- 5.306 Separation Requirements

5.400 Services

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- 5.501 Valves
- 5.502 Fire Hydrants
- 5.503 Blow-offs and Temporary Connections
- 5.504 Water Sampling Stations
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EXHIBIT A

SECTION 5: WATER

5.100 General

5.101 Scope

These standards apply to all public water facilities designed for installation within a public right-of-way or PUE in the City, and are limited to mains and services 12" or less in diameter. Standards and requirements for larger sizes will be determined by the City Engineer on a case-by-case basis. In residential developments, on-site mains and hydrants for fire protection shall be public. Other on-site facilities, unless specifically noted in these Standards or as required as part of project approval, shall be private and shall be designed and constructed in accordance with the provisions of these Standards and the Uniform Plumbing Code, as adopted by the City.

5.200 Design Flow

5.201 Flow Demand

Unless actual field measurements or metering data are available, the following water demands shall be used:

<u>Land Use</u>	<u>Unit Demand</u>	<u>Peaking Factors</u>	
		<u>Peak Day</u>	<u>Peak Hour</u>
Residential	285 gpcd	2.24	3.28
Commercial/Office	2,750 gpad (floor area)	2.24	3.28
Parking Lots	200 gpad	2.24	3.28
Industrial	(detailed information regarding industrial water demand to be submitted) (gpcd = gallons per capita per day ; gpad = gallons per acre per day)		

Per capita and density figures per Section 5.201 shall be used unless specific project information is available.

Fire flow for specific projects shall be based on the Insurance Services Organization (ISO) Guidelines for a Class I City, or as otherwise approved by the Stanislaus Consolidated Fire District. In lieu of the ISO guidelines, the following conservative minimum criteria may be used:

<u>Land Use</u>	<u>Fire Flow</u>
Low-Density Residential	1,000 gpm from each of 2 adjacent hydrants flowing simultaneously, or 2,000 gpm available
Multi-Family	1,500 gpm from each of 2 adjacent hydrants flowing simultaneously, or 3,000 gpm available at building service point (not simultaneously with hydrant flow)
Commercial	1,500 gpm from each of 2 adjacent hydrants flowing simultaneously, or 4,000 gpm available at building service point (not simultaneously with hydrant flow)
Industrial	Fire flow for industrial projects shall be based on a site-specific investigation using ISO guidelines. 4,000 gpm may be used for preliminary studies.

Fire flow for low-density residential areas can generally be obtained using the following guidelines for water main sizing:

- 12" mains –1/2 mile looped grid
- 8" mains –1/4 mile looped grid
- 8" looped distribution system (internal to ½ mi and ¼ mi grids mentioned above)

EXHIBIT A

5.202 Design Pressure

The system shall be designed to maintain a minimum residual pressure of 20 psi at the service point or fire hydrant under the worst case of either:

- Peak Day flow plus fire flow, or:
- Peak Hour flow

Calculations shall be based on actual flow tests performed by the Stanislaus Consolidated Fire District, or as otherwise approved by the City Engineer.

The Hazen-Williams formula should be used to calculate design flow, pressure loss, velocity and pipe diameter relationships. The coefficient of friction, "C", shall be 100 for pipes 6" and smaller, 120 for 8" and 10", and 130 for 12" and larger pipes. If losses due to fittings are calculated separately using equivalent length or other approved methods, a "C" of 130 may be used.

5.300 Pipe Design

5.301 Minimum Size

Minimum pipe sizing for public water mains shall be based on an approved Water Master Plan, regional modeling analysis, or similar document. Typically, these documents are prepared either at the Specific Plan or Tentative Mapping phases of a project, and are intended to provide sizing information for a relatively large region.

For new public water mains in areas that are not already covered by a regional water study or analysis (i.e. smaller "infill" projects), minimum sizing for public water mains shall be based on requirements as described in Section 5.200, or as otherwise directed by the City Engineer.

New onsite private water main sizing shall be based on the required fire flow and pressure, as described in section 5.200.

In addition to the above requirements, minimum pipe sizes for new water mains shall be as per the following table:

<u>Location/Use</u>	<u>Min. Size</u>
Fire hydrant laterals, max. length =100'	6"
Public water mains –1/2 mi. looped grid	12"
All other public water mains	8"
Residential dead end with fire hydrant*	8"
Residential dead end with no fire hydrant*	6"

* Looping of water mains is typically required on all projects, unless specifically approved otherwise by the City Engineer.

5.302 Vertical Alignment

There are no slope requirements for water mains. However, inverts of new public water mains shall be shown on the drawings. Combination air & vacuum release valves shall be placed at all substantial high points in newly constructed water mains.

Minimum cover on water mains shall be 36". In special circumstances, minimum cover may be reduced below 36" using special backfill and/or special pipe materials. The requirements for reduced cover below 36" shall be considered on a case-by-case basis, and approved by the City Engineer.

When practical, new water mains shall be installed above wastewater or storm drain pipes with a minimum vertical clearance of 1' at crossing locations. However, if this is not a practical option, water main crossings shall be constructed using special construction in accordance with DHS

EXHIBIT A

Guidelines. Refer to Section 5.306 for vertical separation requirements for new public water mains.

5.303 Horizontal Alignment

Public water mains shall be installed within street rights of way unless an easement installation is specifically approved by the City Engineer. Alignment shall be parallel to the street centerline wherever possible.

Curved water mains may be constructed provided that joint deflections or pipe curvature does not exceed the pipe manufacturer's recommendations.

See Section 5.306 regarding horizontal separation requirements from other utilities.

5.304 Pipe Materials

The following pipe materials shall be used for water main construction, and shall conform to the appropriate American Water Works Association (AWWA) standards (latest revision):

Pipe Material

1. Polyvinyl Chloride (PVC) as per AWWA C900, Class 150 minimum.
2. Ductile Iron Pipe (DIP) as per AWWA C151, Class 50, with cement mortar lining in accordance with AWWA C104 and polyethylene encasement in conformance with AWWA C105.

These approved pipe materials apply to water mains up to 12" in diameter. Service materials shall be polyethylene tubing CTS or copper. The material for new water mains greater than 12" shall be determined on a case-by-case basis as approved by the City Engineer.

5.305 Fittings and Thrust Blocking

Pipe fittings shall conform to AWWA C110 for flange fittings and AWWA C111 for mechanical joint fittings, and shall be cast iron or ductile iron, class 150. Joints in fittings and adapters shall be of the type with a seal ring groove for positively holding the rubber gaskets in place against the water pressure, and shall be similar to the specified joint for the pipe used.

Thrust blocking shall be installed at all bends, tees, dead ends, and changes in pipe diameter, and installed per City Standard Details. Thrust blocking shall be placed so that the joints of the pipe and fittings will be accessible for repair.

5.306 Separation Requirements

Public water mains shall have the required separation, both horizontal and vertical, from other utilities as per the current California Department of Health Services (DHS) Guidelines, as adopted by the City of Riverbank. The following are excerpts from the DHS Guidelines for separation requirements of public water mains from other utilities:

- 10' horizontal separation, and 1' vertically above parallel sanitary sewer lines, or pipelines carry other hazardous fluids (fuel, industrial wastes, etc..)
- 4' horizontal separation, and 1' vertically above parallel storm drain lines or disinfected tertiary recycled water.
- 4' horizontal separation, and 1' vertically above parallel new supply lines conveying raw water to be treated for drinking purposes.
- The vertical separation mentioned above for parallel pipelines does not apply if an 11' horizontal separation is maintained.
- Water mains crossing other utilities shall be 1' vertically above the other utility. If this is not attainable, then special construction shall be required in accordance with the April 14, 2003 guidance memorandum from DHS contained in the Appendix of these Standards.

EXHIBIT A

The aforementioned requirements are excerpts from the DHS Guidelines, and are listed only as a convenience for common situations in water main layout and design. Refer to the Appendix for the April 14, 2003 memorandum from DHS for additional separation requirements for water mains and non-potable pipelines.

All separation requirements indicated above and in the April 14, 2003 DHS memorandum are to the outside edges of the pipe. If these separation requirements are not attainable, special construction shall be required in accordance with DHS guidelines, and as approved by the City Engineer.

5.400 Services

5.401 General

Each individual lot or parcel shall have a separate water service complete from the water main to the property. Larger parcels with multiple buildings may require additional services, as approved by the City Engineer. All water services from the public water main shall be metered in accordance with the standards contained herein, with the exception of dedicated fire service lines.

5.402 Domestic Services

The minimum size service is 1 inch polypropylene, and is to be installed in accordance with City Standard Details. Larger diameter services shall be per Standard Plan 406 (1 ½" & 2") and Standard Plan 407 (4" & larger). The size of service is to be determined by the design engineer for the parcel/land use being served, subject to requirements contained in these Design Standards.

Backflow prevention devices shall be provided as specified in these Standards, and as per the appropriate Standard Detail. Refer to Section 5.404 for additional information regarding backflow prevention.

All domestic service meter boxes shall be placed outside of driveways. Exceptions to this rule will be granted only when it is not feasible or practical to place service meter boxes outside driveways. Such exceptions will require specific approval by the City Engineer.

The preferred horizontal separation of water services and sewer laterals is 10'. However, sewer laterals and water services may have a minimum of 5' separation given prior approval by the City Engineer.

5.403 Fire Services

Private on-site fire protection systems include hydrants and building sprinkler systems, and shall be installed per the requirements of the City Building Code, these Standard Specifications, and the requirements of the Stanislaus Consolidated Fire District. Fire and domestic systems shall be kept separate on-site, and shall be valved such that either system can be shut-down without affecting the other. These Standards cover requirements imposed by the Public Works Department in its role as a water utility, mainly as they apply to maintenance and backflow prevention required by State Law. In addition, the Stanislaus Consolidated Fire District may have other design requirements pertaining to fire protection.

1. General: All on-site improvements shall conform to City Standards for public water mains, unless additional design or construction requirements are stipulated by the Stanislaus Consolidated Fire District. In addition, automatic sprinkler systems shall be installed in accordance with NFPA #13, or as required by the Stanislaus Consolidated Fire District.
2. Backflow Prevention: All private fire systems shall have backflow prevention as described in section 5.404.

EXHIBIT A

3. Fire Hydrants: refer to Section 5.502 of these Standards
4. Domestic Services: It is preferable to keep domestic services separate from fire systems. However, given the approval of the City Engineer, domestic services may be taken from the fire service lateral provided that an additional backflow prevention device is installed and sufficient valving is in place to isolate the two systems.
5. Fire District Approval: The location and layout of all fire protection system components including, but not limited to: piping, fire department connections, indicator valves, detector check valves, booster pumps, fire hydrants and service risers shall be approved by the Stanislaus Consolidated Fire District.
6. Fire Department Connections (FDC) and Post-Indicator Valves (PIV): FDC's and PIV's shall be installed as per City Standard Details, in locations approved by the Stanislaus Consolidated Fire District.
7. Inspection: All private fire systems shall be inspected by the Fire District prior to backfill of trench. Testing shall also be performed in accordance with current NFPA standards, and as required by the Fire District, prior to acceptance.

5.404 Backflow Prevention

General: Backflow prevention devices shall be installed at new connections to the public water main as specified in these Standards. All backflow prevention assemblies shall be approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC Foundation), and installed according to the manufacturer's specifications.

Domestic Services: New water services for potable uses, as well as landscape irrigation uses, shall require installation of a Reduced Pressure Principle Backflow Prevention Assembly (RPBP) as stated herein. Requirements for fire service lines are listed in a separate topic within this section.

Residential Uses: An RPBP, installed in accordance with City Standards, shall be required for water services that serve residential uses in each of the following cases:

- All services for multi-family dwellings of 2 units or more
- Services for single family dwellings of 3 stories or more.
- Separate water services used specifically for landscape irrigation in new residential developments.
- At service connections to the public main for private water systems serving 2 or more residential units.
- Water services for residential lots that use water from sources other than the City of Riverbank system, including reclaimed water, irrigation water (O.I.D., M.I.D.), or private on-site wells that have not been abandoned.
- Residential uses not specified above where a high hazard for contamination of the public water main is present, as deemed necessary by the City Public Works Department.

1" water services for standard single-family dwellings in the City will typically not require installation of a separate backflow prevention device, unless one of the aforementioned conditions is met.

EXHIBIT A

Non-Residential Uses: All domestic and landscape water services for new commercial, industrial, public, institutional, or other non-residential uses shall require installation of an RPBP in accordance with City Standards.

Fire Services: Dedicated fire service lines 2" and under, including those serving single-family residences, shall require installation of an RPBP in accordance with City Standard Details.

Dedicated fire service lines 3" and above shall require installation of a Double Detector Check Assembly (DCDA) with Outside Stem and Yoke (OS&Y) valves in accordance with City Standard Details. This requirement includes private on-site water systems serving only fire hydrants.

RPBP's with detectors shall be required for fire service lines in the following instances:

- a) Systems in which chemical additives may be used such as antifreeze or fire suppressants
- b) Any building where a high hazard exists, as required by the City Engineer.

5.500 Valves, Fire Hydrants, and Other Appurtenances

5.501 Valves

Valves on mains shall be spaced and located in conformance with the following criteria:

- Valves shall have a minimum spacing of 500 ft.
- Valves shall be placed on each side of a water main crossing a separate right-of-way. Examples would include, but not be limited to: Canal crossings, aqueduct crossings, Caltrans highway crossings, and railroad crossings.
- At tees and crosses in public mains, valves shall be required at all legs. If there are minimal connections in between valves, valves may be eliminated at certain legs given the approval of the City Engineer.
- Private services extending from a tee in a public main shall require a valve on the service leg of the tee, and do not require valves on public main legs of the tee.
- At ends of mains or on stubs such that future extensions will not interrupt service.
- At fire hydrant laterals

5.502 Fire Hydrants

Fire hydrants shall be installed per City Standard Details. Where the main is located within 15 ft. of the hydrant location, the valve on the hydrant lateral shall be located at least 10 feet offset from the hydrant station and the lateral installed with 90 deg. elbows.

Fire hydrants shall be supplied from the largest available main, and shall be fed from 2 directions unless specifically approved otherwise by the City Engineer and the Stanislaus Consolidated Fire District. The exception to this would be hydrants placed at the end of cul-de-sacs.

Public fire hydrant spacing and distribution shall be as follows:

- 300 feet maximum spacing in high density, commercial, or industrial zoning.
- 500 feet maximum spacing in low density residential areas
- A fire hydrant shall be located within the bulb of all cul-de-sacs
- Hydrants shall be spaced as described above on both sides of an arterial street. On streets that are separated from buildings by a 6' restrictive wall, hydrants shall be placed at all street intersections with a maximum spacing of 1000' on both sides of the street.

EXHIBIT A

Hydrant locations on all new projects, both public and private, shall be approved by the Stanislaus County Consolidated Fire District.

5.503 Blow-offs and Temporary Connections

Blow-offs per Standard Plan 511 shall be located at the ends of all dead-end mains, or as otherwise required by the City Engineer.

The location and type of temporary connections to the public main shall be approved by the City Engineer, and be installed as per the appropriate Standard Detail. The meter/backflow assembly shall be located to provide optimal flow for main flushing and to minimize disruption of public traffic upon device removal. The meter/backflow assembly is not required on new systems with less than 150 feet of 6" or smaller pipe.

5.504 Water Sampling Stations

Sampling stations shall be installed in new developments at the discretion of the City Engineer, and shall be constructed as per Standard Detail 512.

5.505 Tracer Wire

All non-conductive water mains shall be installed with tracer wire in accordance with the Standard Details. The locating wire is to be laid at the top of the pipe, and bare wire shall not touch valves or fittings.

**City of Riverbank
STANDARD PLANS**

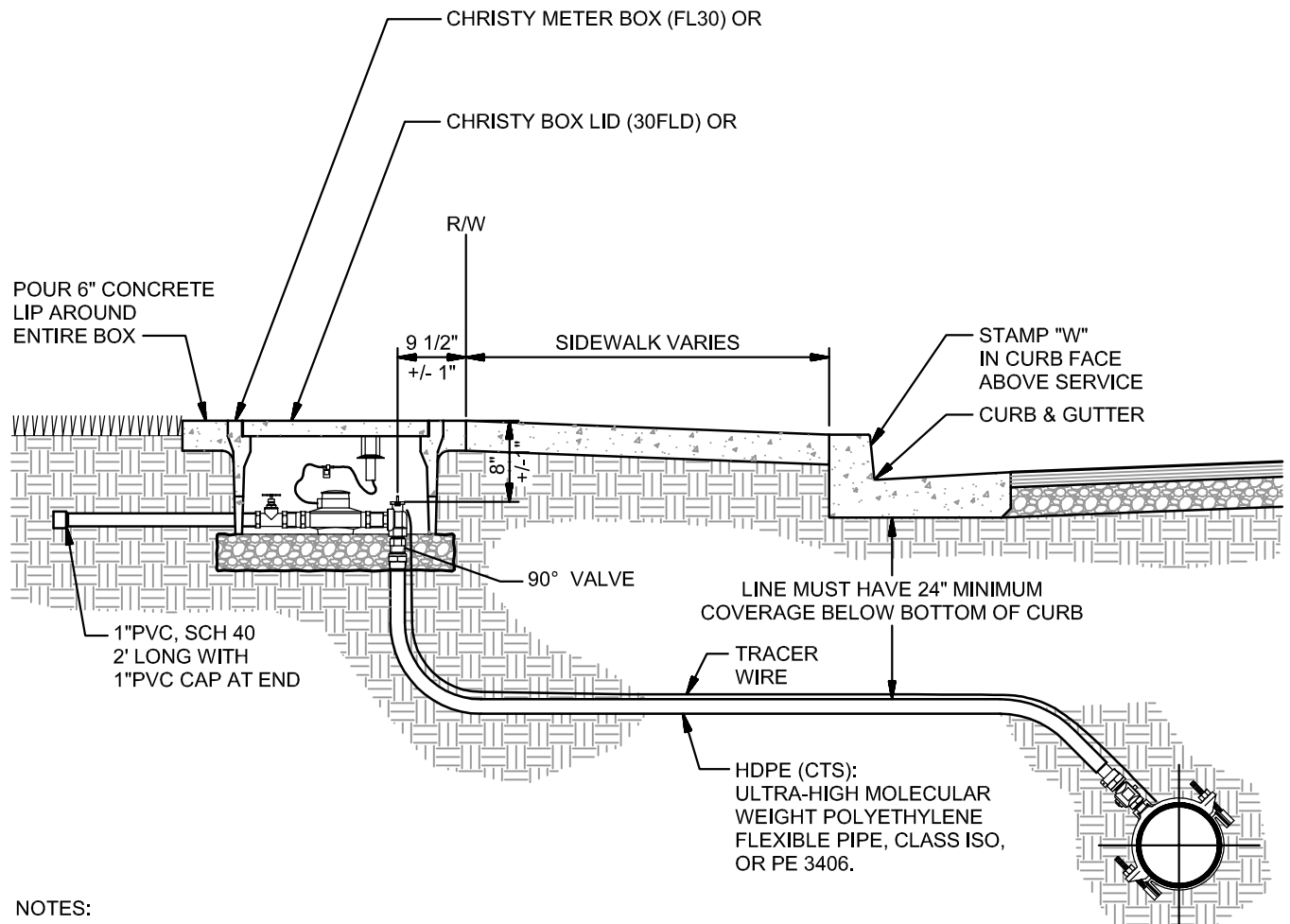
WATER

EXHIBIT A

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505	2" Water Service
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507	Fire Service Double Detector Check Valve
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EXHIBIT A



NOTES:

1. IF THE SERVICE TRENCH IS IN EXISTING PAVING, THE PAVEMENT SHALL BE REPLACED AS PER SPECIFICATIONS FOR MAIN LINE TRENCH.
2. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR DAMAGE TO THE CURB, GUTTER AND SIDEWALK, INCLUDING DRAINAGE FROM SETTING THE TRENCH, IF THEY ARE INSTALLED PRIOR TO TRENCHING.
3. CURB, GUTTER AND SIDEWALK TO BE INSTALLED AFTER WATER SERVICE INSTALLATION, UNLESS OTHERWISE NOTED.
4. SERVICE LINE SHALL BE A MINIMUM OF 24" BELOW BOTTOM OF CURB.
5. ALL FITTINGS TO BE BRASS.

REFER TO (STD 502)

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

NEW 1" WATER SERVICE
RESIDENTIAL

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
501.DWG

— — —

501

EXHIBIT A

VENDOR:

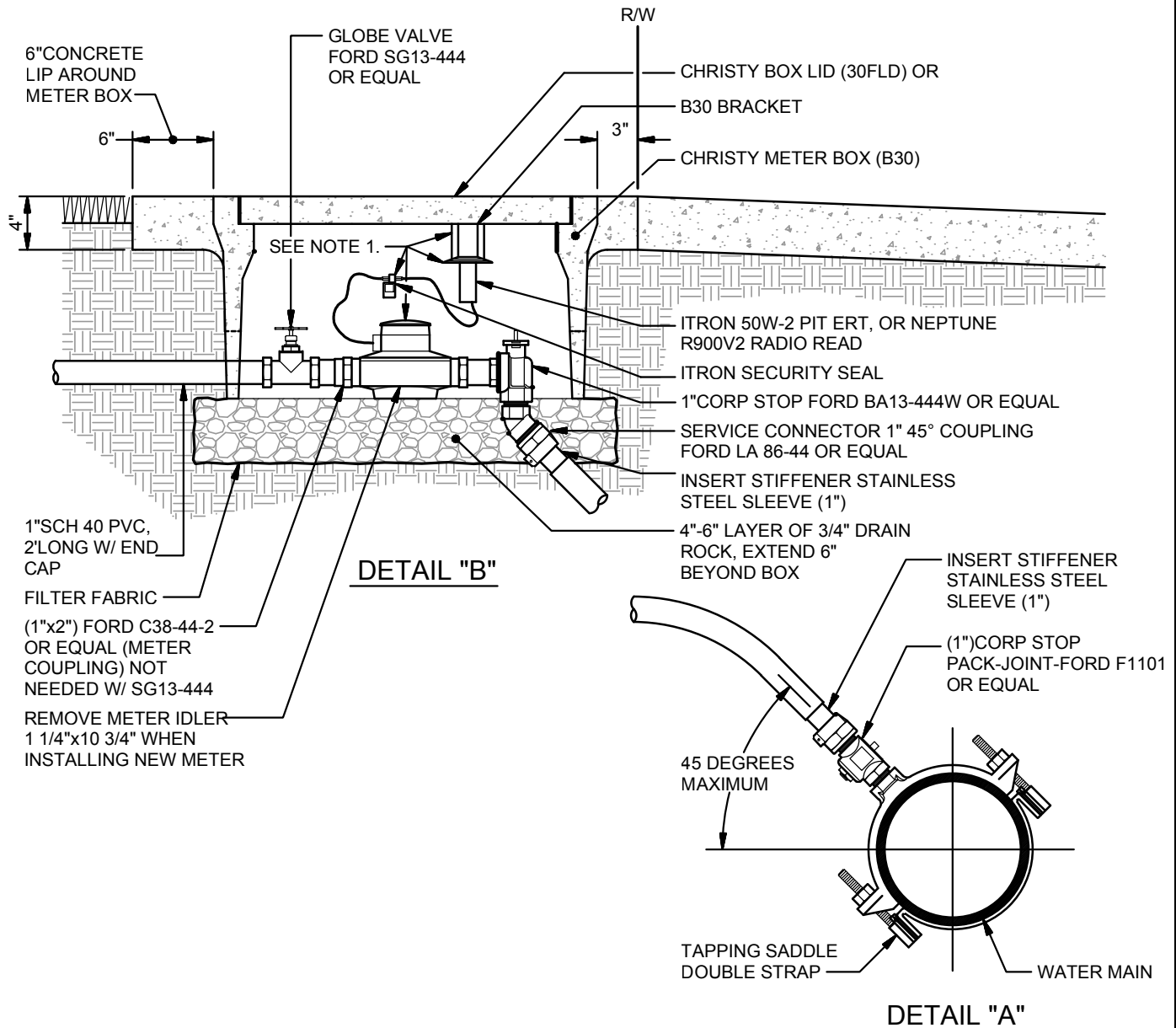
CONTACT THE WATER SUPERVISOR
FOR VENDOR INFORMATION:
CITY OF RIVERBANK
6707 THIRD ST (MAILING)
2901 HIGH ST
RIVERBANK, CA 95367
PHONE (209)869-7128

METER INFORMATION:

1"BADGER METER MODEL 70
ADE 67 DIAL CUBIC FEET OR
1" NEPTUNE T-10 PRO-READ/
6-WHEEL

NOTES:

1. CONTRACTOR/OWNER TO FURNISH AND INSTALL NEW 1" WATER METER, SENDING UNIT, BRACKET AND SECURITY SEAL PER METER INSTALLATION MANUALS. REFER TO ATTACHED DETAILS.
2. CITY TO INSPECT INSTALLATION OF METER AND SENDING UNIT, VERIFY METER NUMBER TO HOUSE ADDRESS PRIOR TO HOUSE OCCUPANCY.
3. CONTRACTOR TO TAKE SPECIAL CARE AS NOT TO CROSS THREAD BRASS FITTINGS ONTO PLASTIC METER. THIS WILL DAMAGE THE METER. PLEASE CONTACT THE PUBLIC WORKS DEPARTMENT AT (209)869-7128, IF YOU HAVE ANY INSTALLATION QUESTIONS.



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

NEW 1" WATER SERVICE
RESIDENTIAL

SIGNATURE

DRAWN BY:
GK

DATE:
09/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

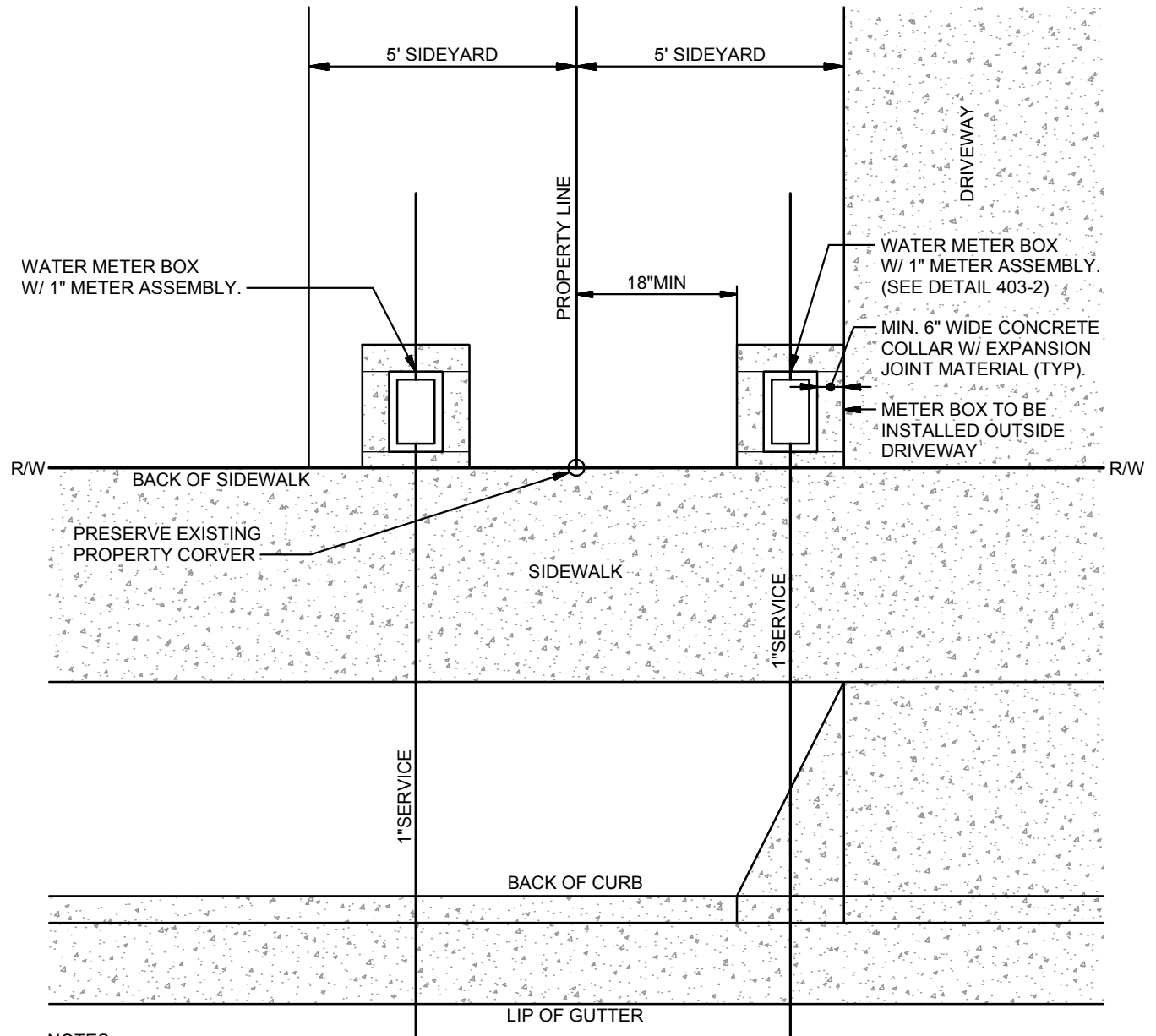
SECTION:
WATER

DRAWING NAME:
502.DWG

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502

EXHIBIT A



NOTES:

1. THE PREFERRED LOCATION FOR THE NEW RESIDENTIAL WATER SERVICE IS 18" TO 5 FEET OFF THE PROPERTY CORNER AND ON THE OPPOSITE SIDE OF THE LOT FROM JOINT TRENCH SERVICES (CABLE, GAS, ELECTRIC PHONE, AND SEWER). HOWEVER, THIS STANDARD LOCATION MAY BE SHIFTED FURTHER FROM THE PROPERTY LINE AS NECESSARY TO AVOID CONFLICTS WITH OTHER UTILITIES.
2. IN NO CASE SHALL A WATER SERVICE BOX BE LOCATED WITHIN DRIVEWAY, OR WITHIN OTHER AREAS OF ONSITE CONCRETE (i.e. SLABS, SIDEWALKS, DECORATIVE). EXCEPTIONS TO THIS RULE WILL BE GRANTED ONLY WHEN IT IS NOT PRACTICAL OR FEASIBLE TO KEEP THE SERVICE BOX OUT OF THE DRIVEWAY, AND SHALL REQUIRE SPECIFIC APPROVAL BY THE CITY ENGINEER. SERVICES WITHIN DRIVEWAYS, IF ALLOWED, WILL REQUIRE A TRAFFIC RATED BOX AND CAST IRON LID.
3. THE CONTRACTOR IS TO PRESERVE ALL PROPERTY CORNERS. DAMAGED OR REMOVED CORNERS WILL REQUIRE REPLACEMENT BY A LICENSED LAND SURVEYOR, AT THE CONTRACTOR'S EXPENSE.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

1" WATER SERVICE METER BOX LOCATION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

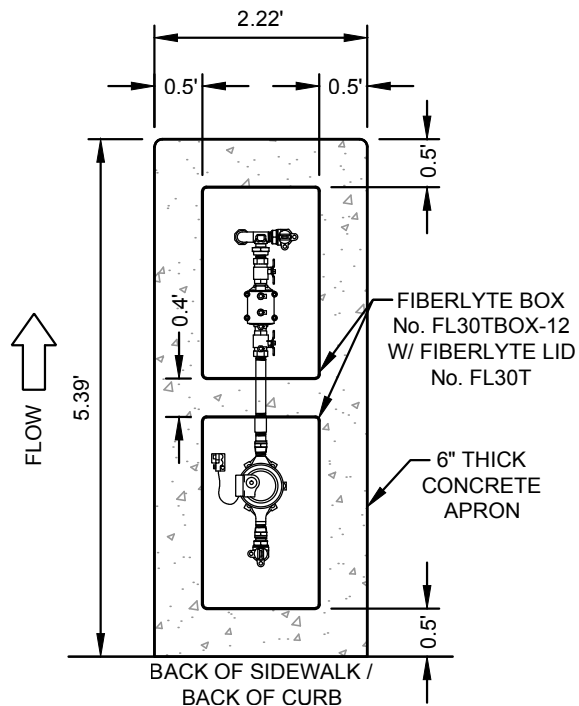
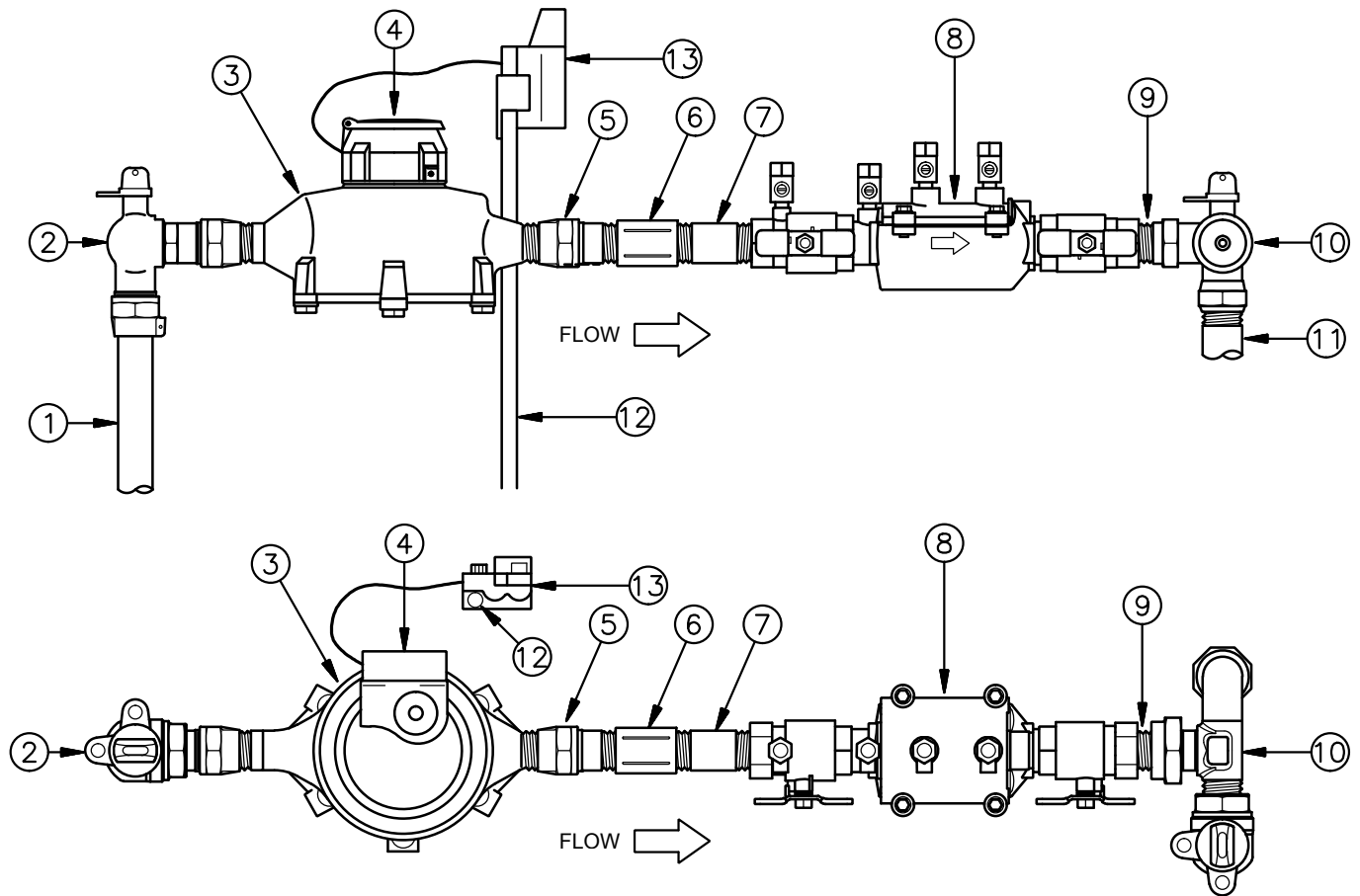
SECTION:
WATER

DRAWING NAME:
503.DWG

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503

EXHIBIT A



LEGEND

1. 1" CTS(POLY PIPE) SUPPLY LINE FROM WATER MAIN.
2. FORD 1" ANGLE BALL VALVE - MODEL BA43-444W-NL.
3. BADGER METER - MODEL 55, 1" RECORDALL COLD WATER BRONZE DISC METER WITH BRASS BOTTOM.
4. BADGER METER - ADE 6-DAIL ENCODER REGISTER WITH ITRON IN-LINE CONNECTOR, CU FT.
5. FORD METER COUPLING - MODEL C38-44-2-NL.
6. 1" BRASS COUPLING
7. 1"SCH-80 PVC NIPPLE (ADJUST LENGTH TO SPAN SERVICE BETWEEN TWO FIBERLYTE BOXES)
8. WILKINS - DOUBLE CHECK VALVE ASSEMBLY - MODEL 950XLT2 OR 350XLT2.
9. 1" THREADED BRASS NIPPLE.
10. FORD ELL TEE FOR FIRESETTER, 1"IN X 1"OUTLETS - MODEL LTBA 113-444W-AWT-NL, OR EQUIVALENT.
11. (2)1"SCH-40 SUPPLY LINES TO RESIDENCE - WATER SERVICE AND FIRE SERVICE, OR EQUIVALENT.
12. 18" FIBERGLASS MOUNTING ROD.
13. 100W ERT® COMMUNICATION MODULE, SHOULD BE MOUNTED ABOUT 2" BELOW FIBERLYTE, COMPOSITE OR PLASTIC (RADIO FRIENDLY) LID.

NOTE: WATER & FIRE SERVICE ASSEMBLY TO BE SET WITHIN TWO FIBERLYTE BOXES - No. FL30TBOX-12, WITH FIBERLYTE LIDS No. FL30T. BOXES TO BE INSTALLED IN LINE AND ALLOW ACCESS TO ALL VALVES. BLOCK BELOW BOX CUTOUTS WITH PRESSURE TREATED 2x'S.

CITY OF RIVERBANK

NEW 1" WATER & FIRE
SERVICE - RESIDENTIAL

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

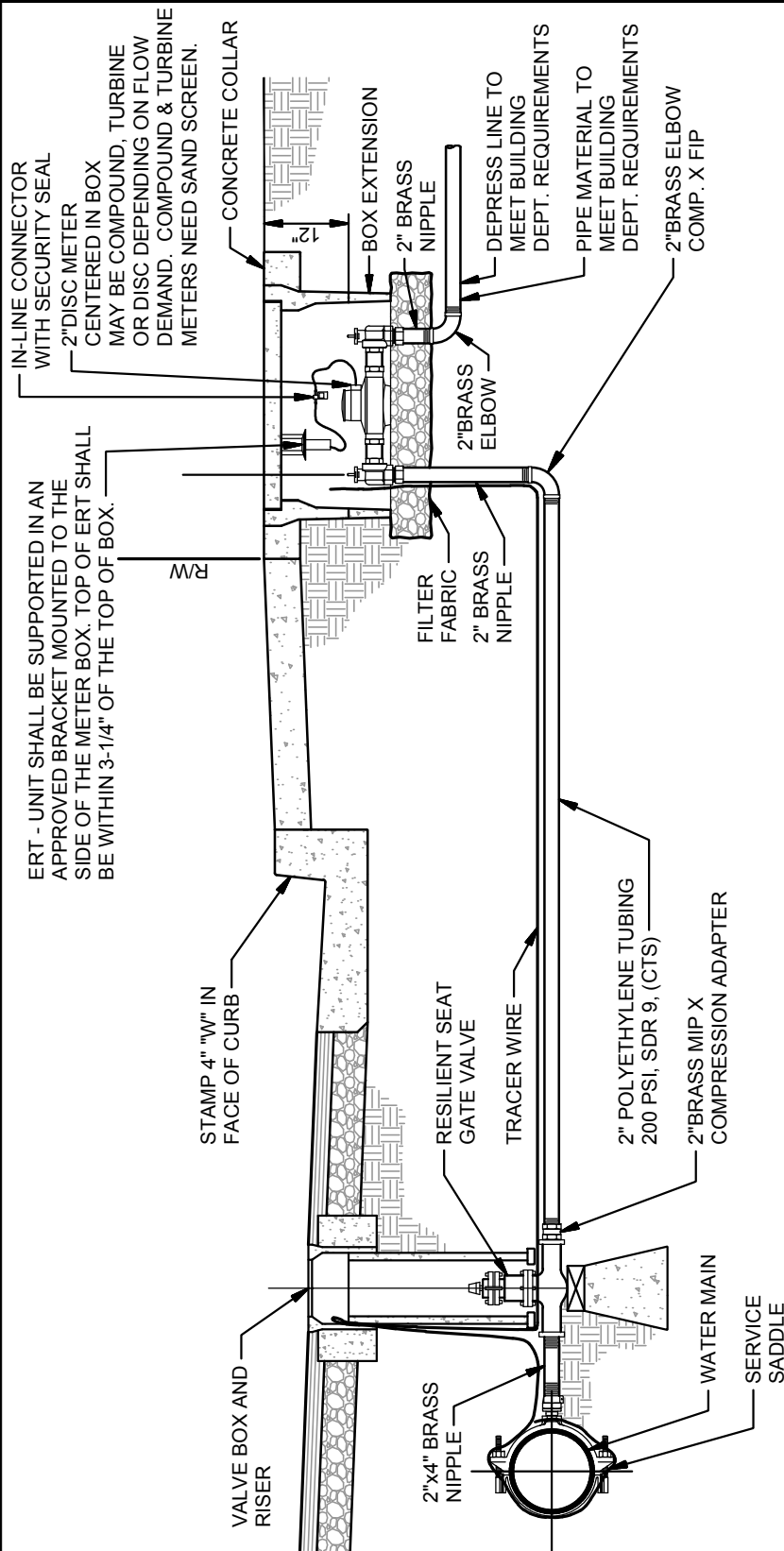
REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
504.DWG

DRAWING NO.

504



NOTES:

1. ALL COMPRESSION FITTINGS SHALL HAVE STAINLESS STEEL INSERTS.
2. METER SHALL BE FURNISHED AND SET BY CONTRACTOR. PROVIDE ERT AND TRANSMITTING REGISTER WITH 5' LEAD.
3. SERVICE LATERAL AND BUILDING SUPPLY LINE SHALL BE INSTALLED UNDER BOX.
4. EXTEND BUILDING SERVICE LINE TO A MINIMUM OF EITHER 12" BEYOND BACK OF METER BOX OR 12" BEYOND BACK OF SIDEWALK AND CAP.
5. REFER TO CITY WATER STANDARDS FOR CONSTRUCTION STANDARDS, SPECIFICATIONS AND ENGINEERS LIST OF APPROVED MATERIALS.
6. NO FENCING SHALL BE INSTALLED BETWEEN STREET AND METER BOX.
7. DISTANCE BETWEEN BOX ENDS AND ANGLE BALL METER VALVES TO BE EQUAL.
8. CONNECT SERVICE TRACER WIRE TO THE TRACER WIRE ON THE MAIN. IN ABSENCE OF MAIN TRACER WIRE, WRAP SERVICE TRACER WIRE AROUND THE MAIN. RUN CONTINUOUS FROM MAIN TO METER BOX WITH LOOPS INTO EACH VALVE BOX.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

2" WATER
SERVICE

SIGNATURE

DRAWN BY:
GK

DATE: 9/02/14

SCALE: NTS

ADOPTED BY THE CITY COUNCIL:

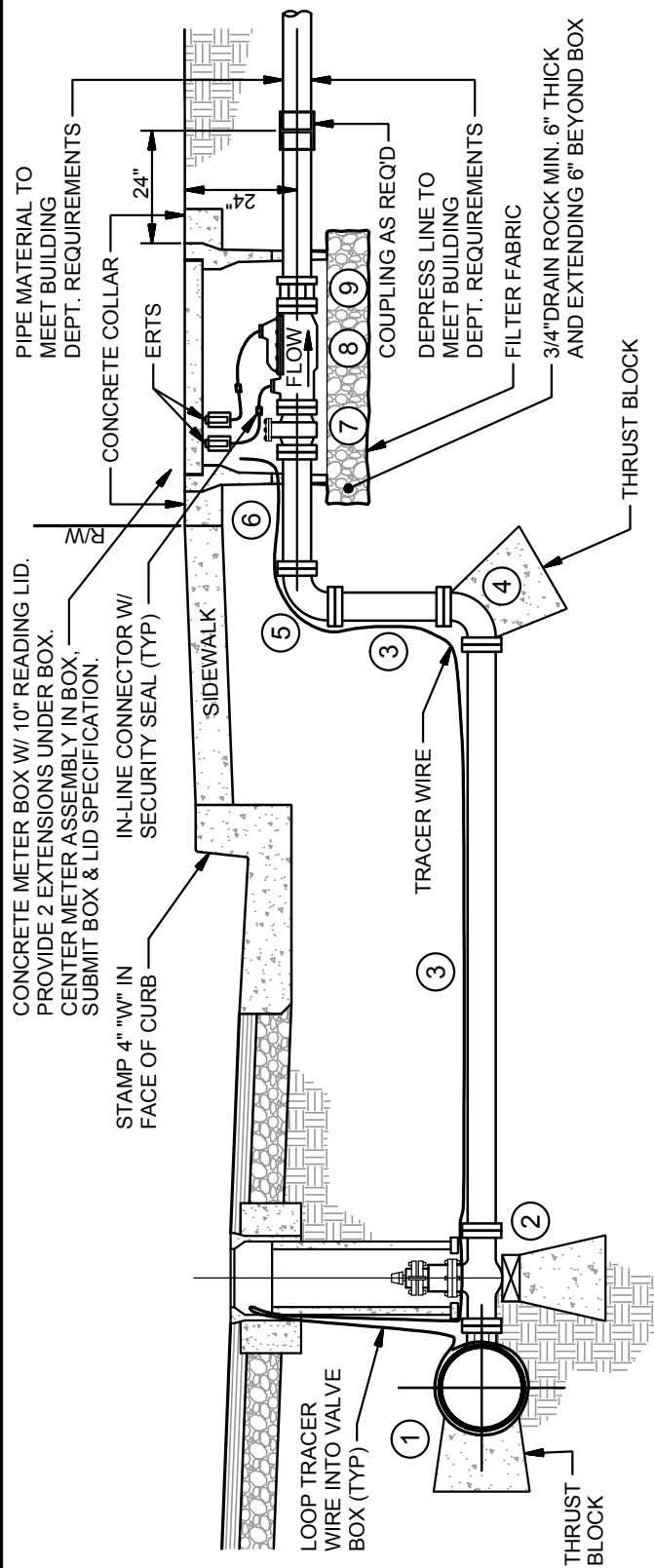
DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
505.DWG

505



NOTES:

1. SET METER BOX FLUSH WITH FINISHED SURFACE.
2. METER ASSEMBLY SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR. PROVIDE ERTS AND TRANSMITTING REGISTERS WITH 5 FT. LEADS.
3. REFER TO CITY STANDARD 515 FOR GATE VALVE INSTALLATION DETAILS. VALVES MAY BE INSTALLED IN SIDEWALK WHERE SPACE LIMITATIONS EXIST.
4. REFER TO CITY WATER STANDARDS FOR CONSTRUCTION STANDARDS, SPECIFICATIONS AND ENGINEER'S LIST OF APPROVED MATERIALS.
5. PIPE OPENINGS IN METER BOX SHALL BE CUT - DO NOT USE HAMMER. PRIOR TO BACKFILLING, PIPE OPENINGS AND BOX JOINTS SHALL BE GROUTED.
6. CONNECT SERVICE TRACER WIRE TO THE TRACER WIRE ON THE MAIN. IN ABSENCE OF MAIN TRACER WIRE, WRAP SERVICE TRACER WIRE AROUND THE MAIN. RUN CONTINUOUS FROM MAIN TO METER BOX WITH LOOPS INTO EACH VALVE BOX.
7. ERTS TO BE MOUNTED IN APPROVED BRACKET ATTACHED TO BOX WITH STAINLESS STEEL ANCHORS. THE TOP OF ERTS SHALL BE NO MORE THAN 3-1/4" BELOW TOP OF BOX.
8. NO FENCING SHALL BE INSTALLED BETWEEN STREET AND METER BOX.

NO	ITEM DESCRIPTION
①	TEE OR TAPPING TEE WITH FLANGED OUTLET
②	GATE VALVE, FLG X MJ
③	DIP, PVC (LENGTH AS REQUIRED, INTERMEDIATE JOINTS RESTRAINED)
④	90° ELL, MJ W/ MEGA-LUG RETAINER GLANDS
⑤	90° ELL, MJ W/ MEGA-LUG RETAINER GLAND X FLG
⑥	DIP SPOOL, FLG (24" MIN. LENGTH)
⑦	PLATE STRAINER
⑧	COMPOUND METER W/ 2 TRANSMITTING REGISTERS AND 2 ERTS
⑨	FLANGED COUPLER ADAPTER

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS

WATER SERVICE 4" AND LARGER

SIGNATURE

DRAWN BY:
GKDATE:
9/02/14SCALE:
NTS

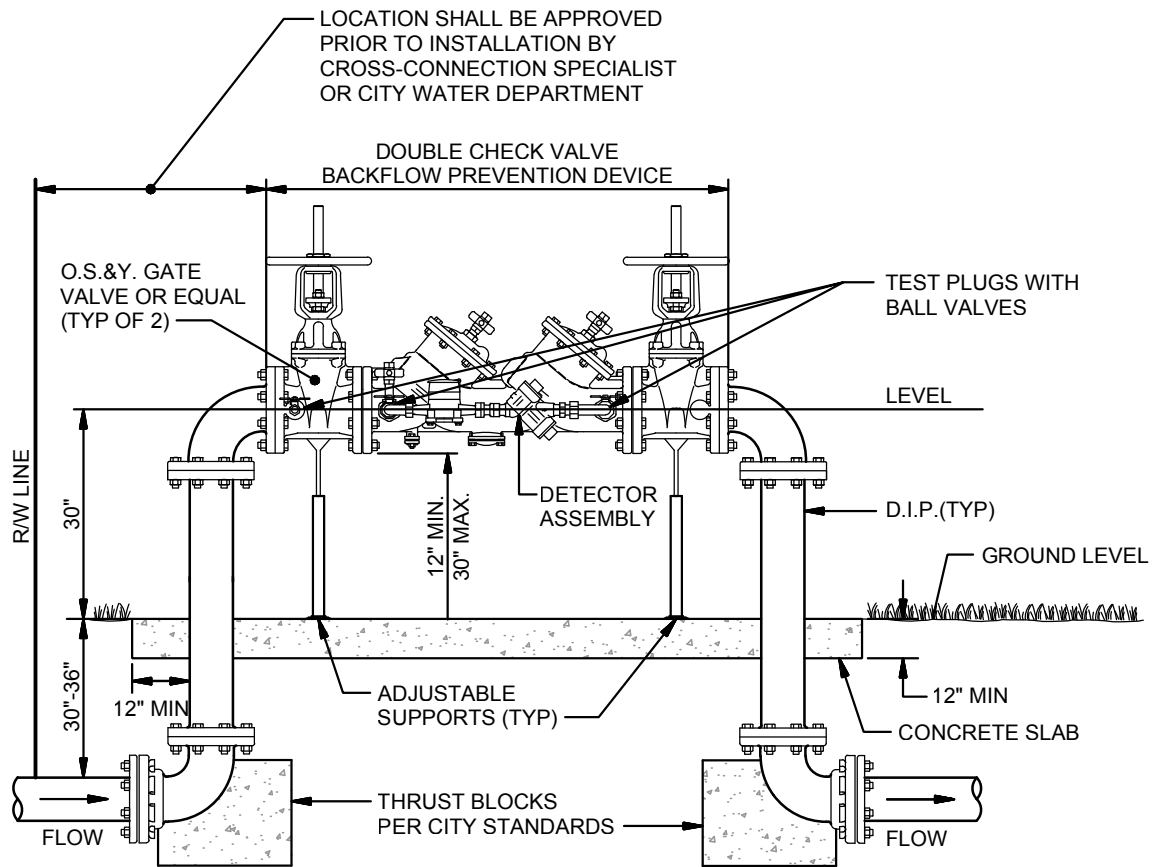
ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONESECTION:
WATERDRAWING NAME:
506.DWG

506

EXHIBIT A



FIRE SERVICE-DOUBLE CHECK DETECTOR ASSEMBLY

NOTES:

1. REQUIRED BY TITLE 17 OF THE CALIF. DEPT OF HEALTH SERVICES, MODEL OF BACKFLOW DEVICE TO BE DETERMINED FOR EACH INSTALLATION DEPENDING ON THE TYPE OF HAZARD AND UPON ALLOWABLE HEAD LOSS.
2. BARRIER POST SHALL BE LOCATED TO PROTECT PIPING AND VALVES. CURB AND PARKING BARRIERS CAN BE CONSIDERED PROTECTION IF EFFECTIVELY LOCATED.
3. DEVICE SHALL BE ACCESSIBLE FOR TESTING AND MAINTENANCE.
4. CERTIFICATION REQUIRED PRIOR TO ACCEPTANCE.
5. ALL DESIGN PLANS ARE TO BE SUBMITTED TO THE CROSS-CONNECTION SPECIALIST FOR APPROVAL AND A CROSS CONNECTION SURVEY IS TO COMPLETED TO EVALUATE HAZARDS THAT POSSIBLY EXIST.
6. ELECTRONICALLY MONITORED TAMPER SWITCHES ARE BE REQUIRED IN ACCORDANCE WITH NFPA72.

MATERIALS:

1. ALL STEEL PIPE SHALL BE AS PER AWWA C-200 WITH 1/4" WALL COATED AND LINED BY FUSION BONDED EPOXY AS PER AWWA C-213, 20 MILS MINIMUM
2. ALL STEEL FLANGES SHALL BE CLASS D AS PER AWWA C-207
3. ALL DUCTILE IRON FITTINGS SHALL MEET AWWA C-153 CLASS 150. THE INTERIOR SHALL BE MORTAR LINED AS PER AWWA C-104 AND BELOW GROUND EXTERIOR SHALL HAVE A COAL TAR COATING AS PER AWWA C-203.
4. ALL NUTS AND BOLTS BELOW GROUND SHALL BE POLYETHYLENE ENCASED AS PER AWWA C-105 AT TAPE WRAPPED AS PER AWWA C-209. 20 MILS MINIMUM IN BOTH CASES.
5. STEEL CAGE & BLANKET REQUIRED.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**FIRE SERVICE DOUBLE
DETECTOR CHECK VALVE**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

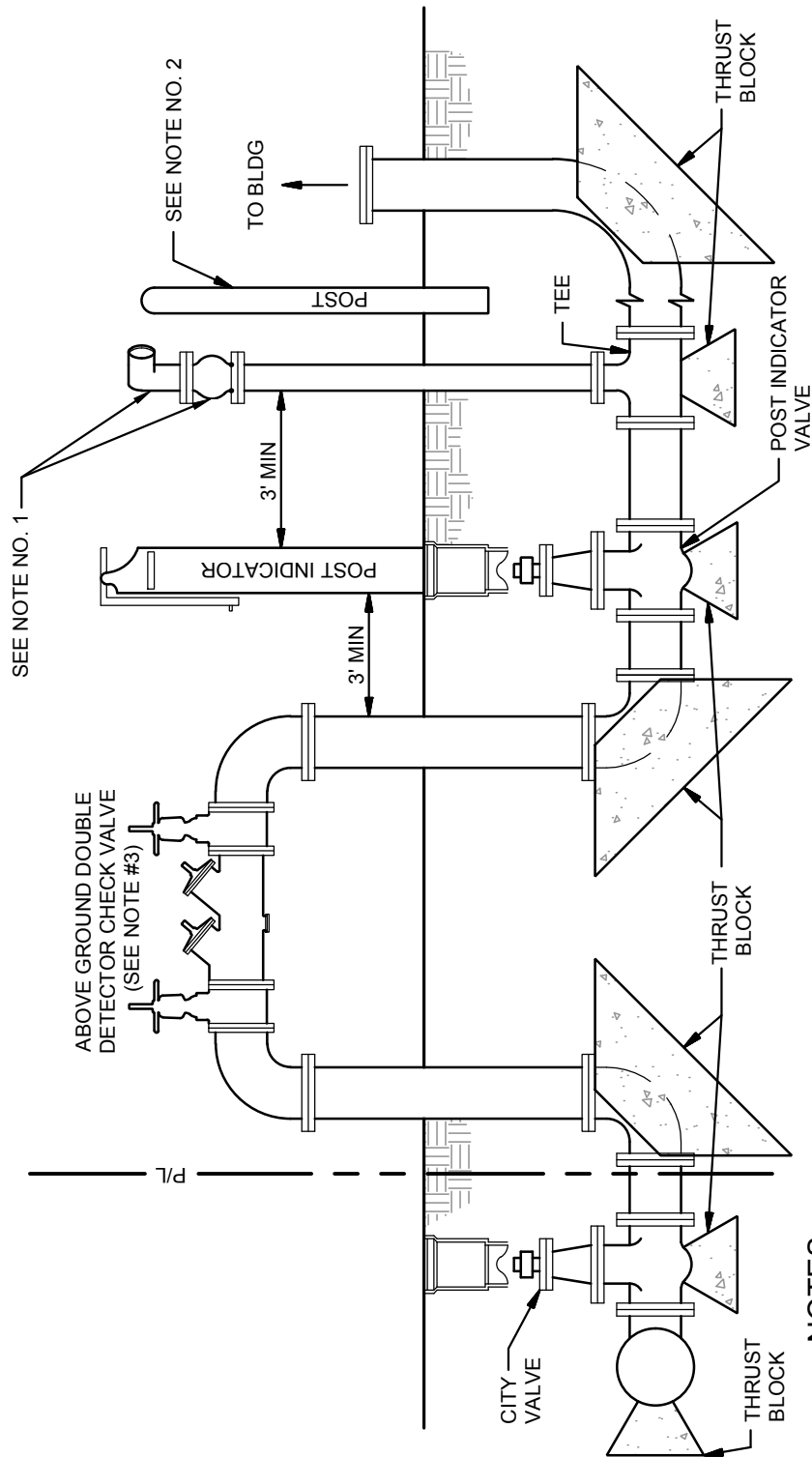
REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
507.DWG

___-___-___

507

**NOTES:**

1. LISTED AND APPROVED FIRE DEPT. CONNECTION WITH CHECK VALVE PER CITY OF MODESTO FIRE DEPT. REQUIREMENTS.
2. GUARD POSTS AS REQUIRED.
3. DOUBLE CHECK VALVE WITH VALVES DETERMINED BY FIRE SPRINKLER DESIGNER WITH APPROVAL BY THE CITY CROSS CONNECTION SPECIALIST. ALSO REQUIRED FOR FIRE HYDRANTS ON PRIVATE PROPERTY.
4. CLASS 3-6 FIRE SPRINKLER SYSTEMS SHALL REQUIRE A REDUCED PRESSURE DEVICE. PLANS SHALL BE APPROVED BY THE CROSS CONNECTION SPECIALIST.
5. CLASS 200, C-900 PIPE.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**FIRE SERVICE DOUBLE
DETECTOR CHECK VALVE
WITH P.I.V. AND F.D.C.**

SIGNATURE _____

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

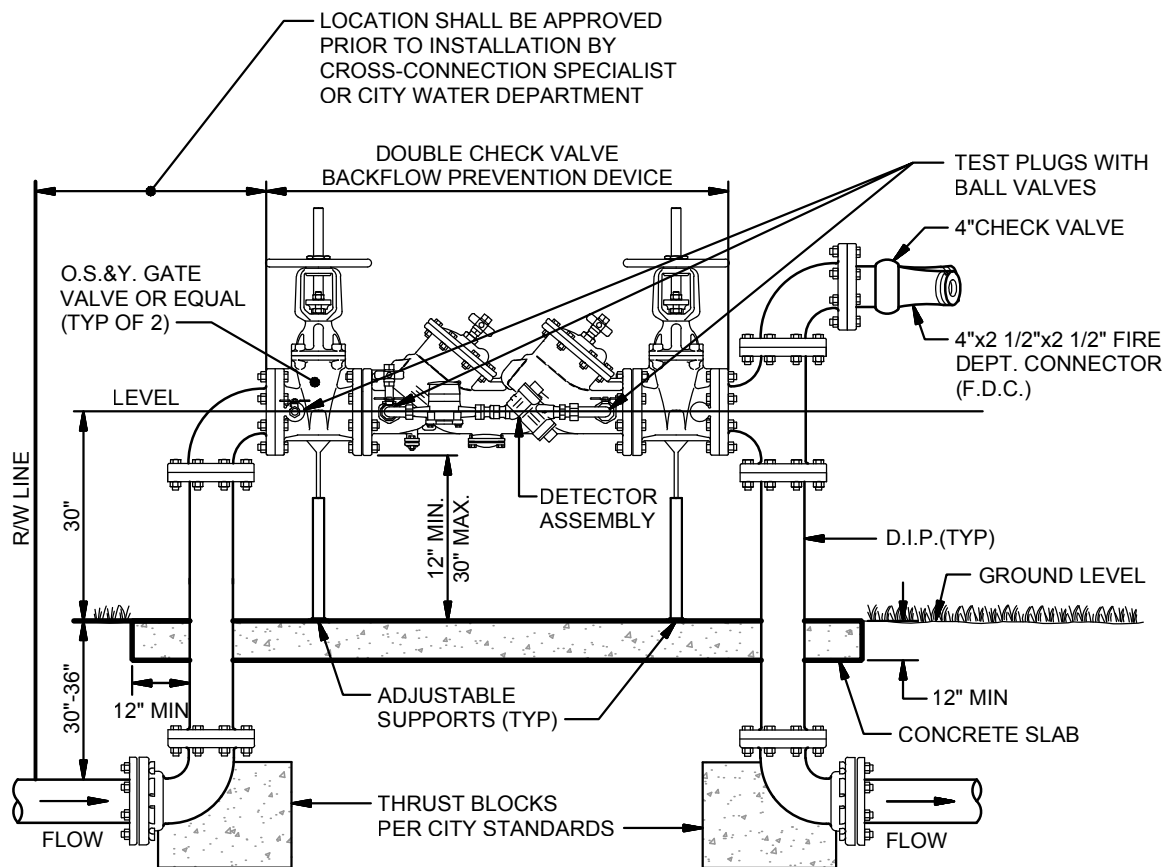
SECTION:
WATER

DRAWING NAME:
508.DWG

— — —

508

EXHIBIT A



FIRE SERVICE-DOUBLE DETECTOR CHECK VALVE WITH FIRE DEPARTMENT CONNECTION

NOTES:

1. REQUIRED BY TITLE 17 OF THE CALIF. DEPT OF HEALTH SERVICES, MODEL OF BACKFLOW DEVICE TO BE DETERMINED FOR EACH INSTALLATION DEPENDING ON THE TYPE OF HAZARD AND UPON ALLOWABLE HEAD LOSS.
2. BARRIER POST SHALL BE LOCATED TO PROTECT PIPING AND VALVES. CURB AND PARKING BARRIERS CAN BE CONSIDERED PROTECTION IF EFFECTIVELY LOCATED.
3. DEVICE SHALL BE ACCESSIBLE FOR TESTING AND MAINTENANCE.
4. CERTIFICATION REQUIRED PRIOR TO ACCEPTANCE.
5. ALL DESIGN PLANS ARE TO BE SUBMITTED TO THE CROSS-CONNECTION SPECIALIST FOR APPROVAL AND A CROSS CONNECTION SURVEY IS TO COMPLETED TO EVALUATE HAZARDS THAT POSSIBLY EXIST.
6. ELECTRONICALLY MONITORED TAMPER SWITCHES ARE REQUIRED IN ACCORDANCE WITH NFPA72.

MATERIALS:

1. ALL STEEL PIPE SHALL BE AS PER AWWA C-200 WITH 1/4" WALL COATED AND LINED BY FUSION BONDED EPOXY AS PER AWWA C-213, 20 MILS MINIMUM
2. ALL STEEL FLANGES SHALL BE CLASS D AS PER AWWA C-207
3. ALL DUCTILE IRON FITTINGS SHALL MEET AWWA C-153 CLASS 200. THE INTERIOR SHALL BE MORTAR LINED AS PER AWWA C-104 AND BELOW GROUND EXTERIOR SHALL HAVE A COAL TAR COATING AS PER AWWA C-203.
4. ALL NUTS AND BOLTS BELOW GROUND SHALL BE POLYETHYLENE ENCASED AS PER AWWA C-105 AT TAPE WRAPPED AS PER AWWA C-209. 20 MILS MINIMUM IN BOTH CASES.
5. STEEL CAGE AND BLANKET REQUIRED.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**FIRE SERVICE DOUBLE
DETECTOR CHECK VALVE
WITH F.D.C.**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

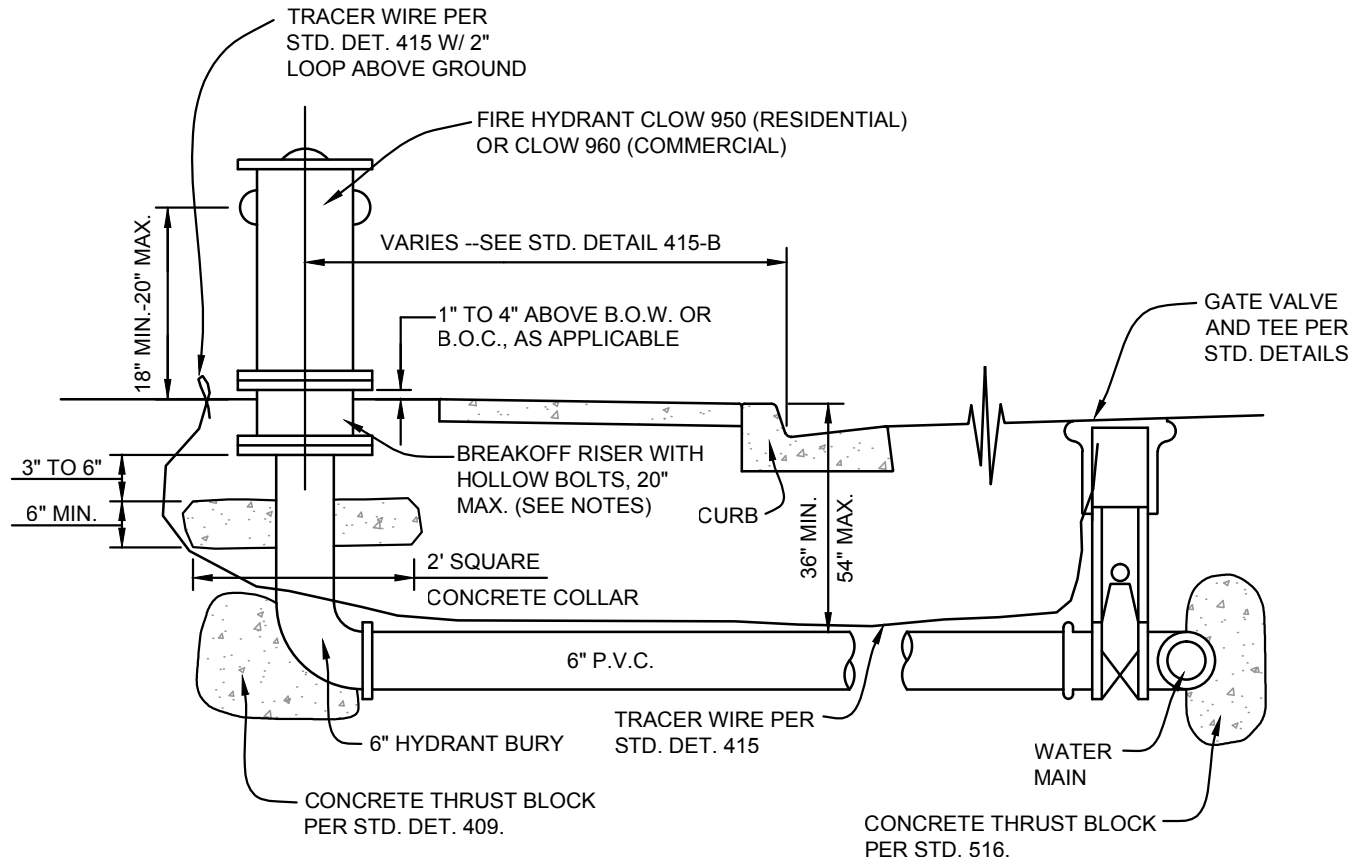
SECTION:
WATER

DRAWING NAME:
509.DWG

___-___-___

509

EXHIBIT A



NOTES:

1. ALL FIRE HYDRANTS ARE TO HAVE HOLLOW BOLTS LOCATED THROUGH THE FIRE HYDRANT FLANGE WITH THEM POINTING DOWN.
2. ALL FIRE HYDRANTS WILL BE INSTALLED SO THAT THE DISTANCE BETWEEN THE CENTER OF THE 4 1/2" OUTLET AND THE TOP OF SIDEWALK OR CURB IN ALL ZONES WILL BE NO LESS THAN 18" AND NO GREATER THAN 20".
3. ALL HYDRANTS SHALL BE PAINTED SAFETY YELLOW AT THE FACTORY AND FURNISHED WITH NATIONAL STANDARD HOSE THREAD OUTLETS AND CAST IRON CAPS.
4. INSTALL GUARD POSTS WHERE HYDRANTS ARE INSTALLED IN PAVED AREAS ACCESSIBLE TO TRAFFIC, OR AS OTHERWISE DIRECTED BY THE CITY ENGINEER.
5. ALL FIRE HYDRANTS WHEN INSTALLED, POSITIONED OR REPOSITIONED SUCH THAT THE 4 1/2" DISCHARGE IS 45 DEGREES FROM THE RUN OF THE STREET. IF LOCATED ON A CORNER, 4 1/2" DISCHARGE SHALL BE 45 DEGREES FROM RUN OF NEAREST STREET.
6. HYDRANTS SHALL HAVE ONE 4-1/2" OUTLET, AND TWO 2-1/2" OUTLETS MINIMUM, AND SHALL BE OF A TYPE APPROVED BY THE STANISLAUS CONSOLIDATED FIRE DISTRICT.
7. EACH HYDRANT SHALL BE INSTALLED WITH A BLUE RETROREFLECTIVE PAVEMENT MARKER, INSTALLED 6" FROM THE ADJACENT CENTERLINE OF THE ROADWAY. IF ON A CORNER, MARKERS WILL BE PLACED ON BOTH ADJACENT STREETS.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

FIRE HYDRANT INSTALLATION

SIGNATURE _____

DRAWN BY:
GK

DATE:
09/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

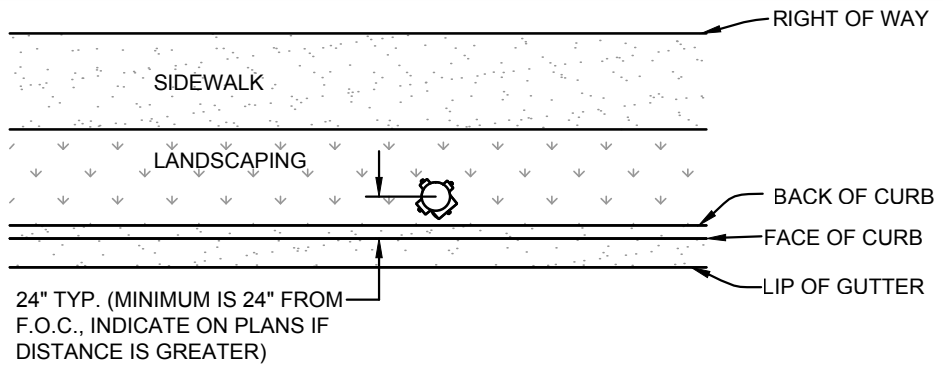
SECTION:
WATER

DRAWING NAME:
502.DWG

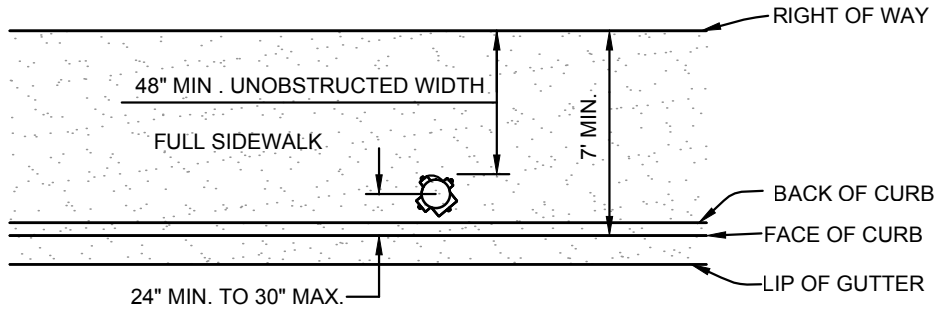
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510

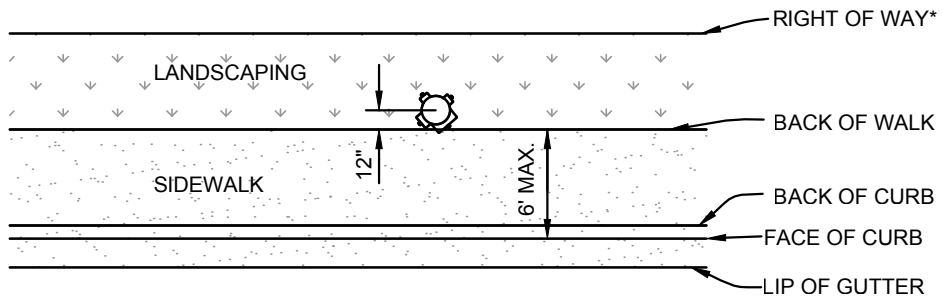
EXHIBIT A



SPLIT LANDSCAPE / SIDEWALK



FULL SIDEWALK

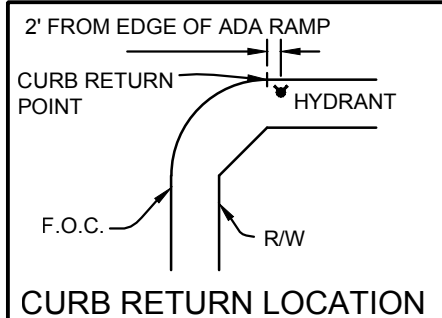


SIDEWALK ADJACENT TO CURB

* NOTE: EASEMENT OR ADDITIONAL R/W DEDICATION WILL BE REQUIRED IF SUFFICIENT LANDSCAPE AREA IS NOT AVAILABLE WITHIN R/W FOR INSTALLATION OF HYDRANT.

NOTES:

1. MAINTAIN 48" MIN. CLEAR UNOBSTRUCTED TRAVEL WAY ON SIDEWALKS AND 24" MIN. CLEARANCE FROM F.O.C. IN LOCATIONS WITH DIFFERENT WIDTHS THAN SHOWN ABOVE.
2. HYDRANTS SHALL BE INSTALLED A MIN. OF 5' FROM THE EDGE OF RESIDENTIAL DRIVEWAYS, AND 10' FROM COMMERCIAL DRIVEWAYS. (DISTANCE TAKEN FROM DRIVEWAY THROAT)
3. THE PREFERRED LOCATION FOR HYDRANTS ARE ON CURB RETURNS. HYDRANTS ON STRAIGHT RUNS SHALL BE LOCATED ON PROPERTY LINES WHENEVER POSSIBLE.



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

FIRE HYDRANT
LOCATION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

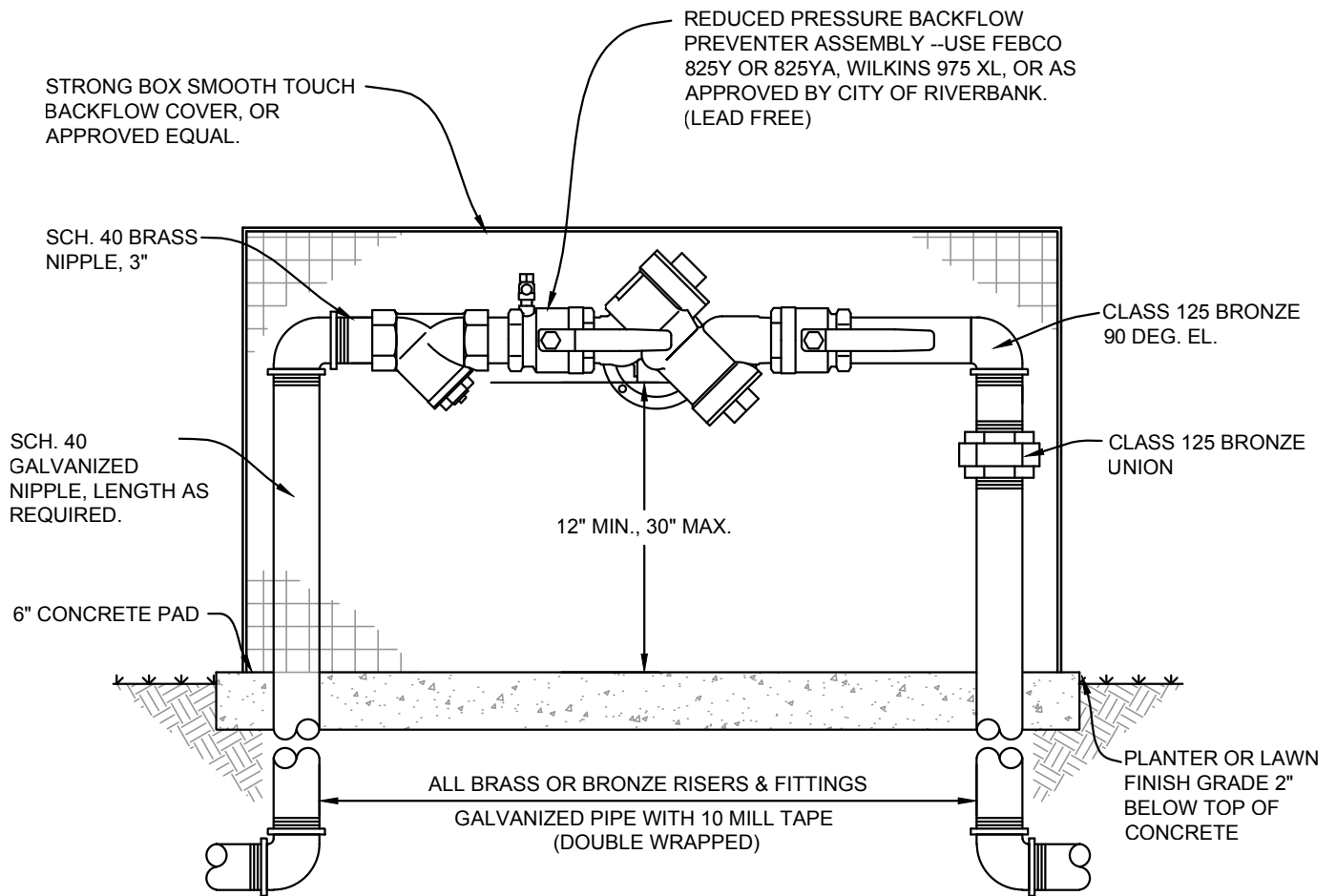
SECTION:
WATER

DRAWING NAME:
511.DWG

_____-_____-_____-

511

EXHIBIT A



NOTES:

1. INSTALL APPROPRIATELY SIZED WEATHER BLANKET AND CAGE TO ALL BACKFLOW PREVENTION DEVICES.
2. BACKFLOW PREVENTERS SHALL BE PLACED IN LANDSCAPE AREAS, A MIN. OF 24" CLEAR FROM ADJACENT CURBS. BACKFLOW PREVENTERS NOT PLACED IN CURBS SHALL REQUIRE GUARD POSTS TO THE SATISFACTION OF THE CITY ENGINEER.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

REDUCED PRESSURE PRINCIPLE
BACKFLOW PREVENTION ASSEMBLY
1" TO 2 1/2" SIZE

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

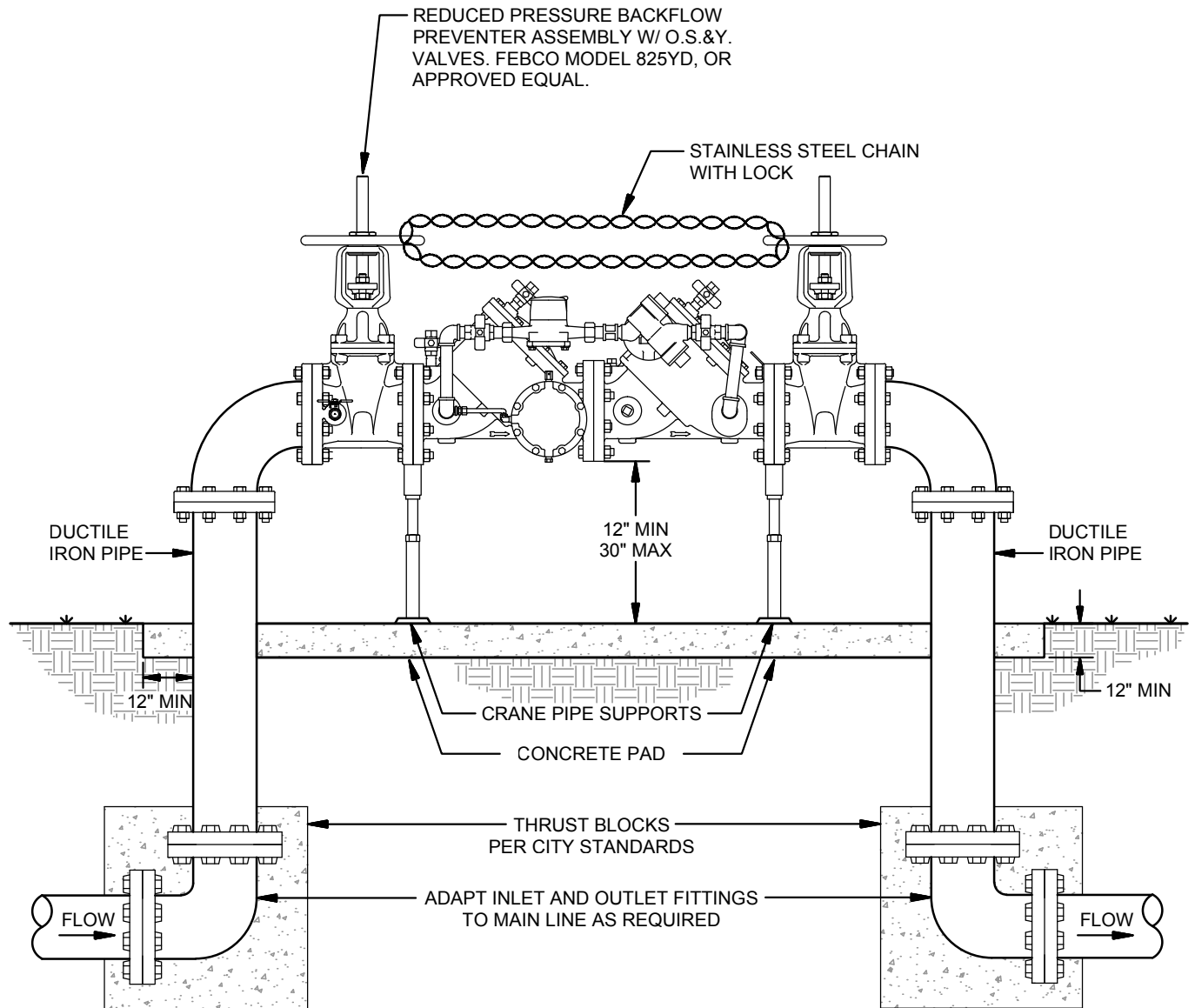
SECTION:
WATER

DRAWING NAME:
512.DWG

___-___-___

512

EXHIBIT A



NOTES:

1. INSTALL 12" AIR GAP MINIMUM (CONSULT LOCAL CODE)
2. ALL CONNECTIONS ON ASSEMBLY TO BE FLANGED.
3. BACKFLOW ASSEMBLY SHOULD BE PLACED IN A PLANTER SO THAT PLANT MATERIAL WILL SCREEN VIEW OF THE ASSEMBLY FROM THE STREET.
4. INSTALL APPROPRIATELY SIZED WEATHER BLANKET AND CAGE.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY FOR 3" & LARGER

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

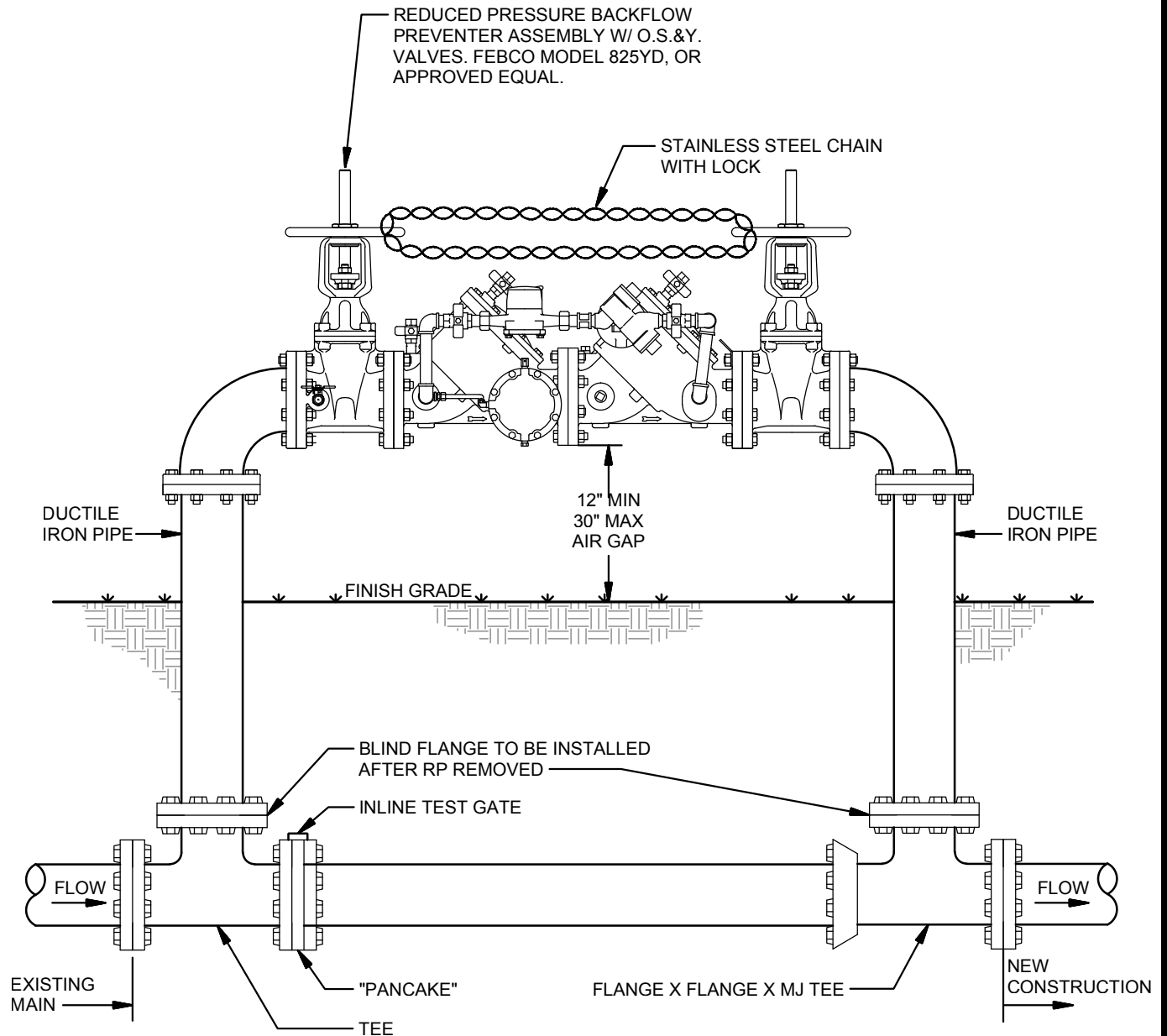
SECTION:
WATER

DRAWING NAME:
513.DWG

___-___-___

513

EXHIBIT A



NOTES:

1. BACKFLOW DEVICE TO BE SAME SIZE AS EXISTING MAIN.
2. CONTRACTOR TO PROVIDE INLINE METER IF REQUIRED BY CITY.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**TEMPORARY
BACKFLOW PREVENTION
ASSEMBLY FOR 3" & LARGER**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

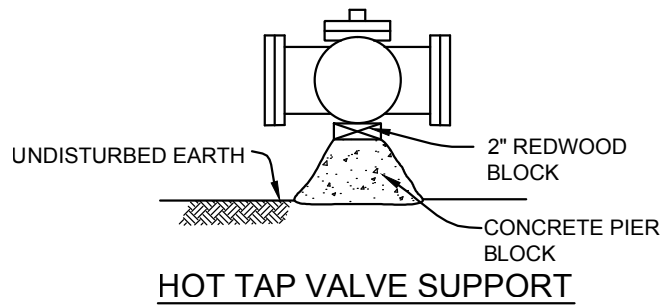
SECTION:
WATER

DRAWING NAME:
514.DWG

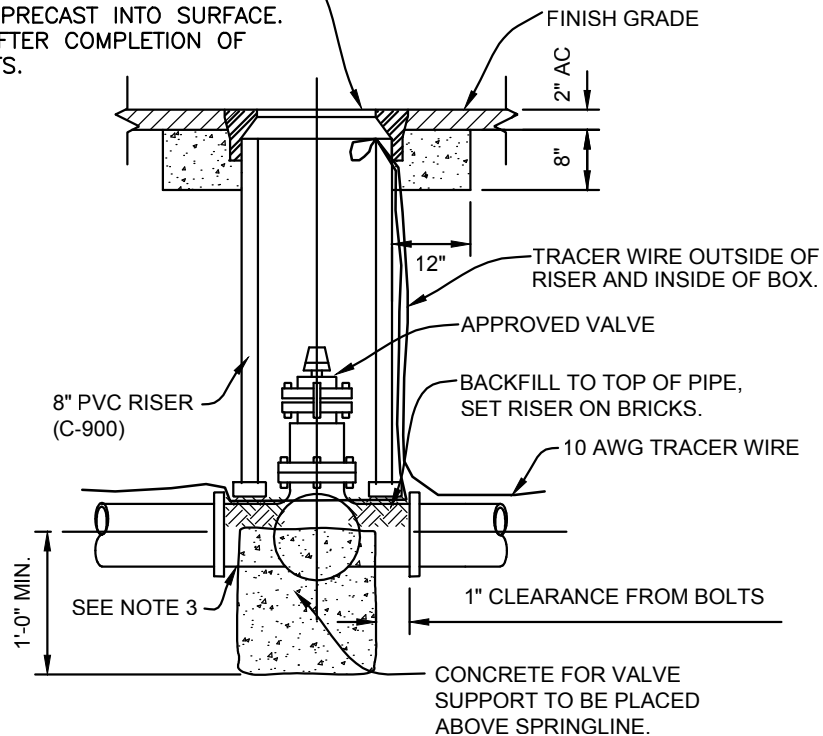
___-___-___

514

EXHIBIT A



CHRISTY G5 RECEPTACLE WITH C275 CAST
IRON LID, OR APPROVED EQUAL. LID TO
HAVE "WATER" CAST PRECAST INTO SURFACE.
ADJUST TO GRADE AFTER COMPLETION OF
PAVING IMPROVEMENTS.

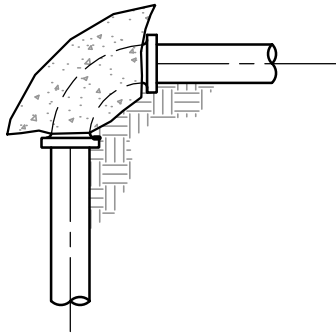


NOTES:

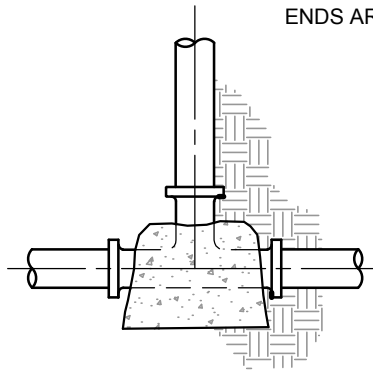
1. INSTALL EXTENSION STEM WHEN DISTANCE FROM VALVE COVER TO OPERATING NUT IS GREATER THAN 48"
2. VALVES SHALL HAVE FLANGED FITTINGS AT ALL TEES AND CROSSES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. PLACE VISQUEEN AROUND VALVES BEFORE PLACEMENT OF CONCRETE SUPPORTS.
4. VALVES SHALL BE RESILIENT SEAT GATE FOR LINES 12" OR LESS, AND BUTTERFLY VALVES FOR LINES GREATER THAN 12".

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			WATER VALVE INSTALLATION	
SIGNATURE				
DRAWN BY: GK	DATE: 9/02/14	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 515
REVISIONS: NONE	SECTION: WATER	DRAWING NAME: 408.DWG		

EXHIBIT A

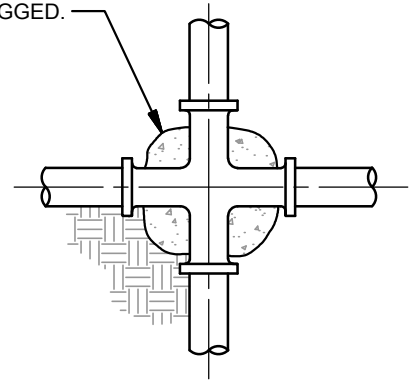


90° BEND

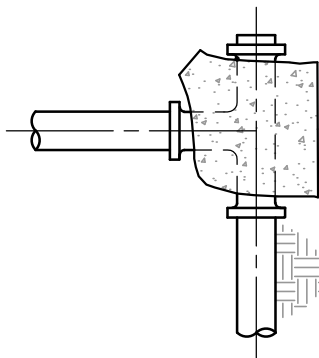


TEE

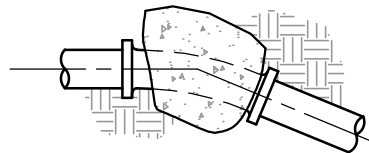
NO THRUSTING ON
CROSS EXCEPT WHERE
ENDS ARE PLUGGED.



CROSS

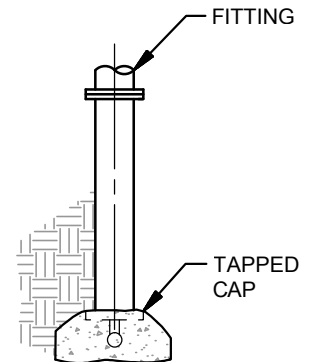


PLUGGED TEE



45° OR 22 1/2°

HORIZONTAL BEND

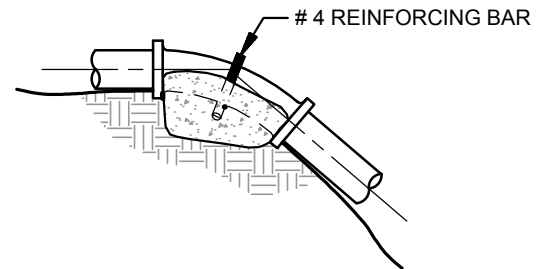


BLOW OFF

MINIMUM THRUST BLOCK BEARING AREAS IN SQUARE FEET				
PIPE SIZES	90°	45°	22 1/2°	TEES & BLOWOFF
6"	3	2	2	2
8"	4	3	2	3
10"	6	4	3	4
12"	8	5	3	6
14"	12	7	4	8

NOTES:

1. CONCRETE SHALL BE 2000 PSI MINIMUM AT 28 DAYS.
2. THRUST BLOCKS SHALL BE PLACED AGAINST UNDISTURBED EARTH.
3. ALL FITTINGS SHALL BE SUPPORTED IN CONCRETE.
4. FOR FIRE HYDRANT THRUSTING SEE STD. 510.
5. DON'T COVER FLANGE BOLTS WITH CONCRETE.
6. WRAP ALL FITTINGS AND FLANGES WITH VISQUEEN.



VERTICAL BEND

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**THRUST BLOCK
REQUIREMENTS**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

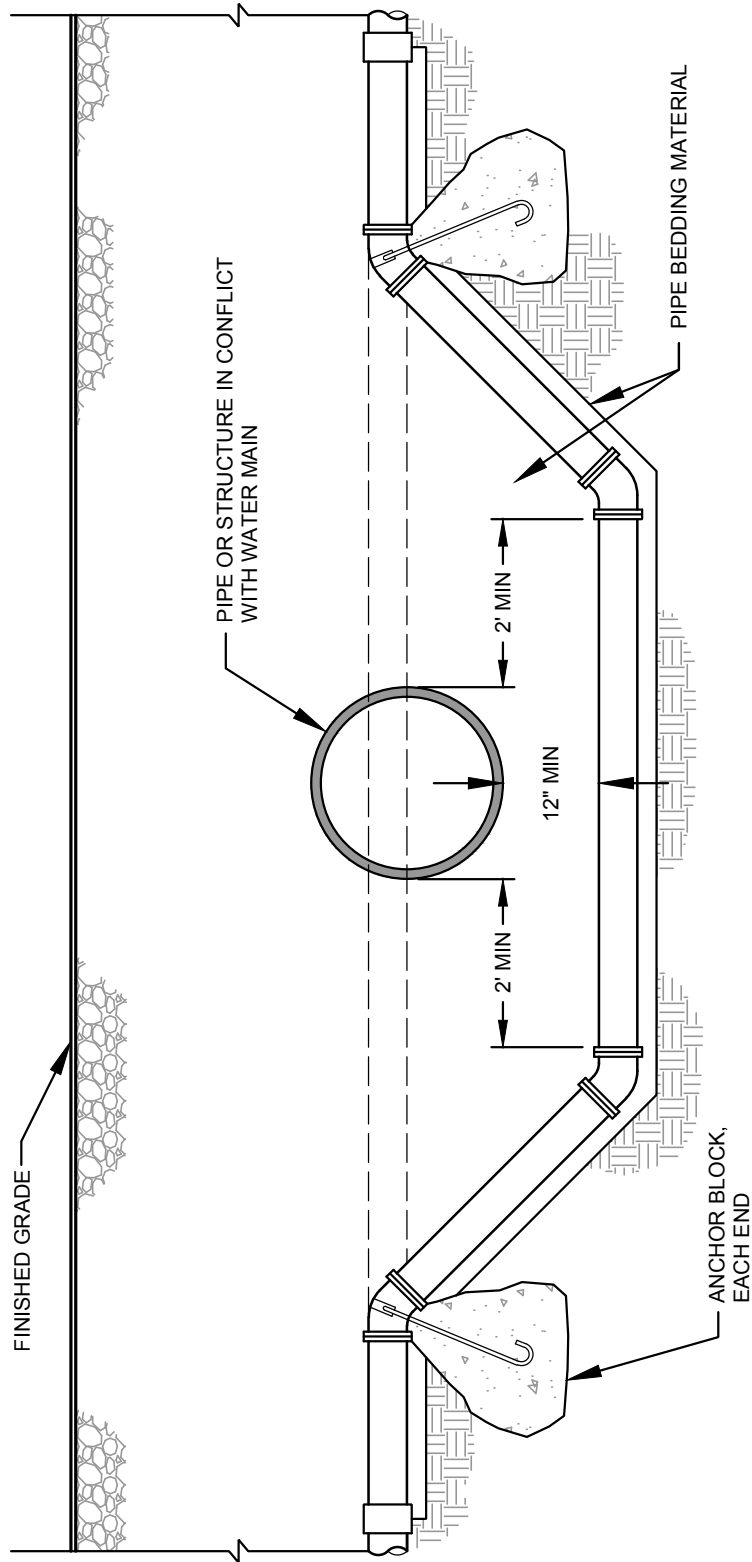
SECTION:
WATER

DRAWING NAME:
516.DWG

___-___-___

516

EXHIBIT A



NOTES:

1. ALL PIPE AND FITTINGS SHALL BE DUCTILE IRON & SHALL BE WRAPPED IN POLYETHYLENE - PER CITY OF RIVERBANK STD CONSTRUCTION SPECIFICATIONS.
2. ONLY MECHANICAL JOINT FITTINGS WITH RESTRAINED JOINTS MAY BE USED.
3. ALL BENDS SHALL BE 45° OR 22-1/2° FITTINGS.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

WATER MAIN LOWERING

SIGNATURE _____

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

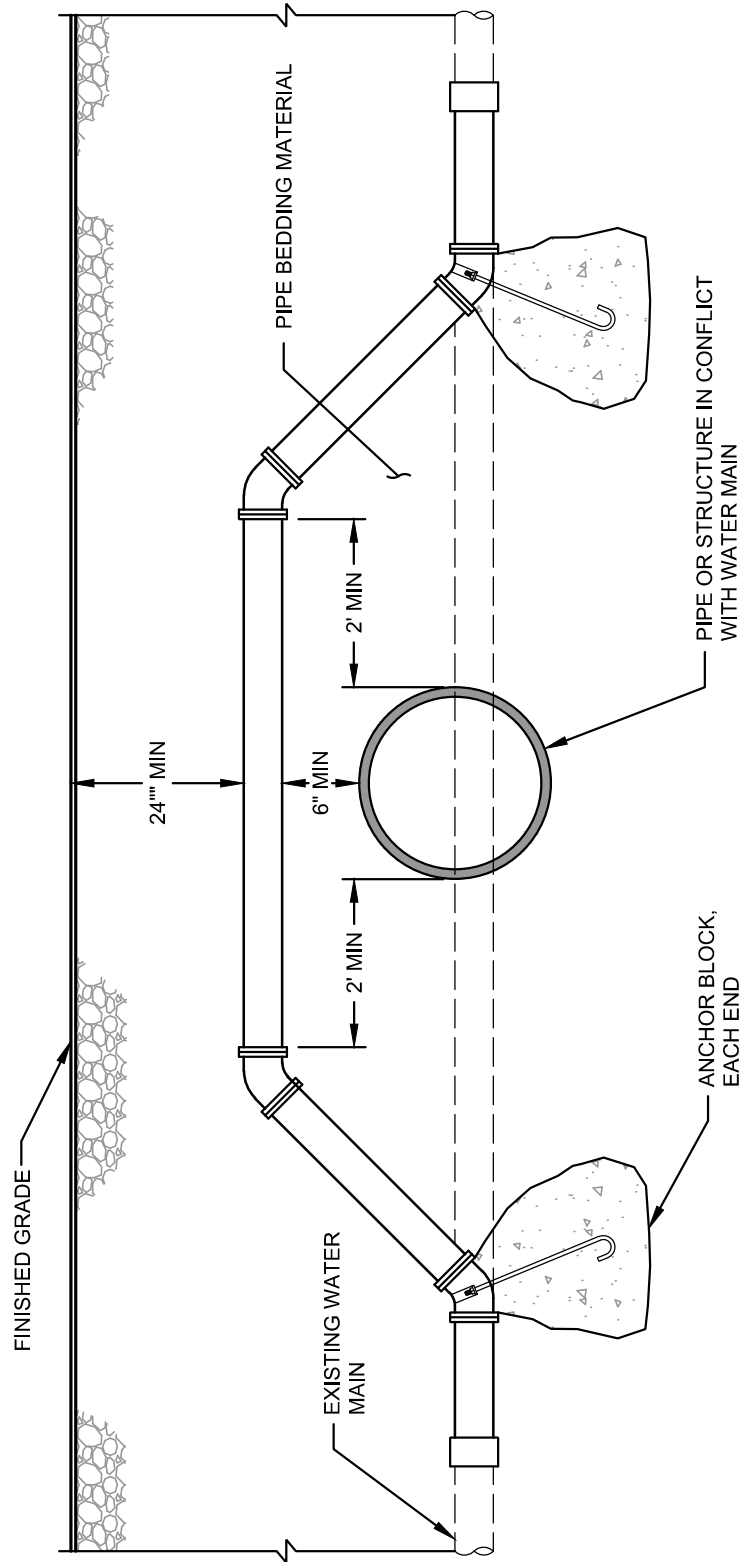
REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
517.DWG

____ - ____ - ____

517



NOTES:

1. ALL PIPE AND FITTINGS SHALL BE DUCTILE IRON & SHALL BE WRAPPED IN POLYETHYLENE - PER CITY OF RIVERBANK STD CONSTRUCTION SPECIFICATIONS.
2. ONLY MECHANICAL JOINT FITTINGS WITH RESTRAINED JOINTS MAY BE USED.
3. ALL BENDS SHALL BE 45° OR 22-1/2° FITTINGS. - NO 90° BENDS ALLOWED.
4. TO BE USED ONLY AT THE DIRECT APPROVAL OF THE DIRECTOR OF UTILITIES.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

WATER MAIN OVER STRUCTURE

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

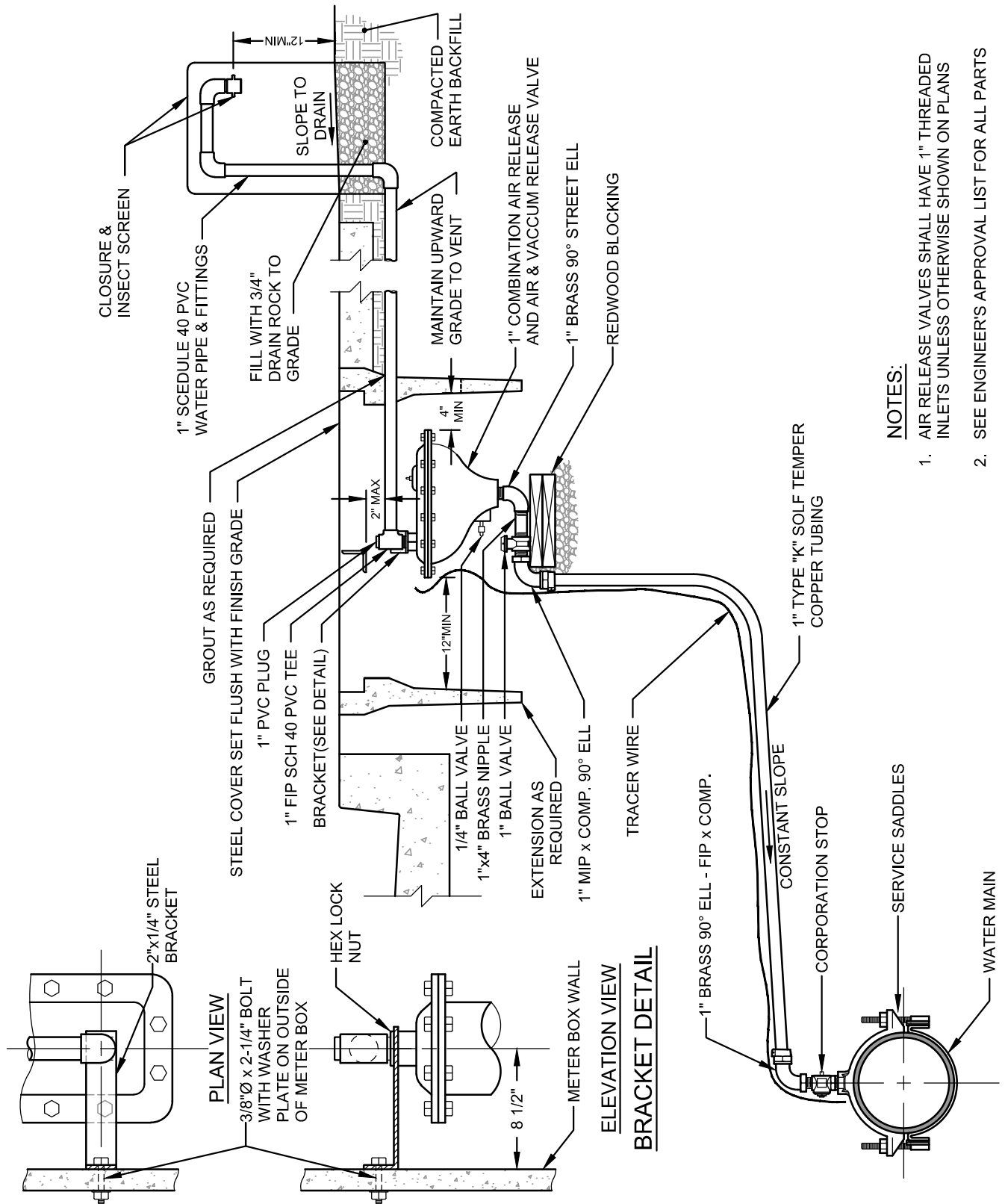
REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
518.DWG

_ _ _ - _ _ _ - _ _ _

518



NOTES:

1. AIR RELEASE VALVES SHALL HAVE 1" THREADED INLETS UNLESS OTHERWISE SHOWN ON PLANS
2. SEE ENGINEER'S APPROVAL LIST FOR ALL PARTS

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

AIR AND VACCUM / AIR RELEASE VALVE

SIGNATURE

DRAWN BY:

GK

DATE:

9/02/14

SCALE:

NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
519.DWG

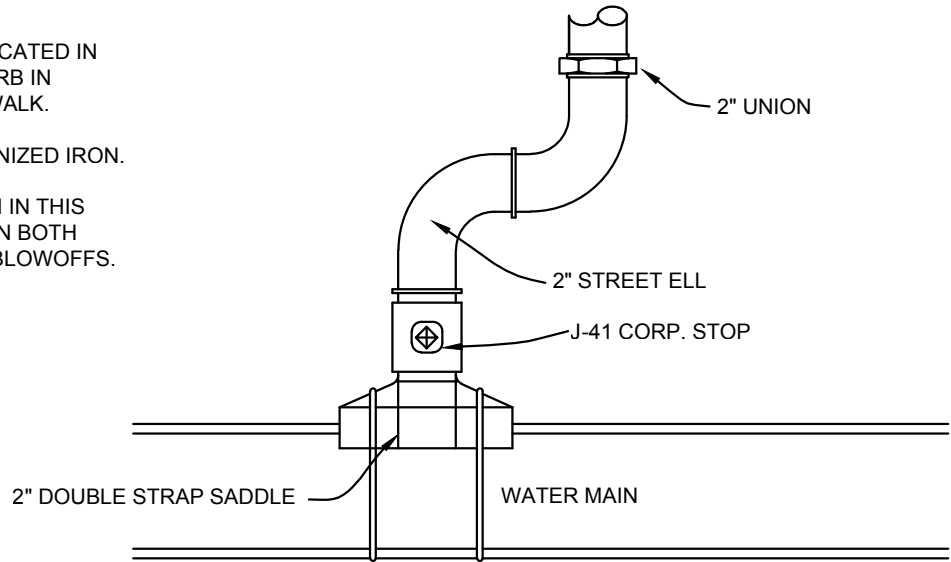
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519

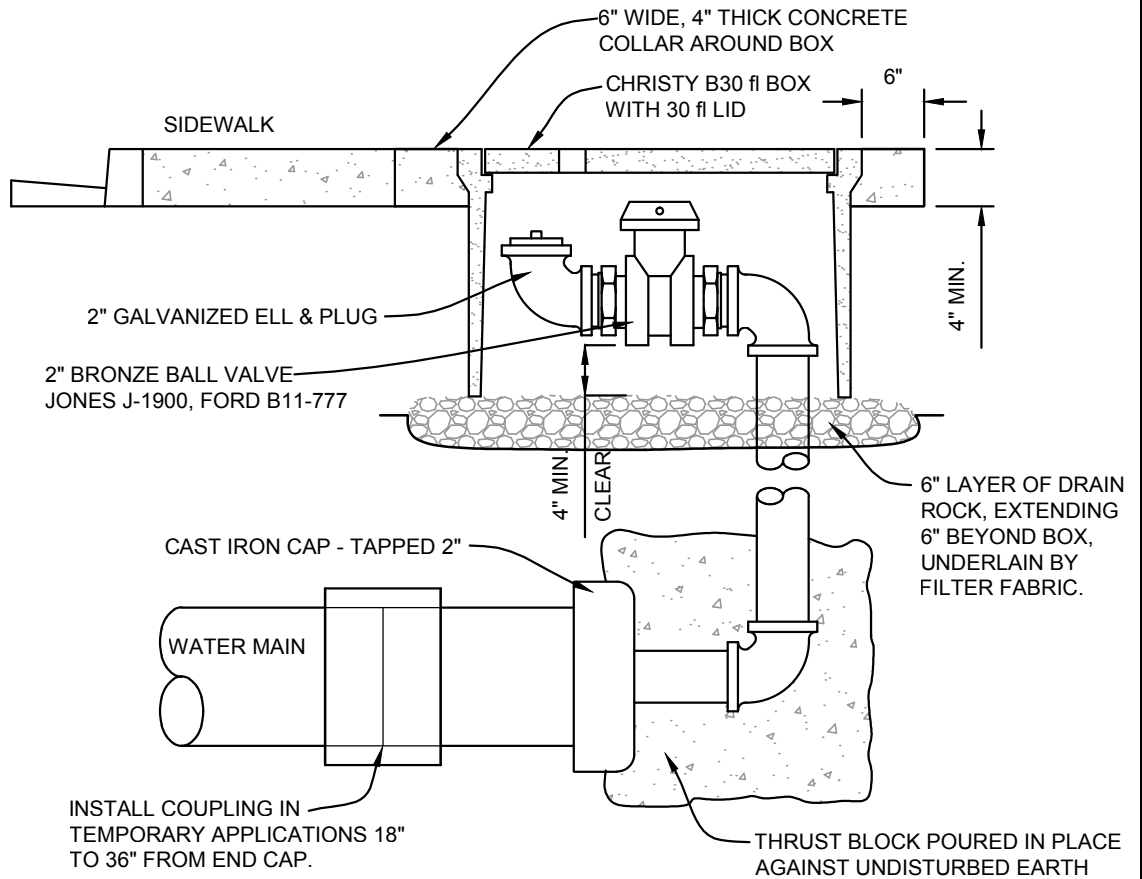
EXHIBIT A

NOTES:

1. BLOW-OFF SHALL NOT BE LOCATED IN SIDEWALK. LOCATE BEHIND CURB IN LANDSCAPING IF IN SPLIT SIDEWALK.
2. ALL FITTINGS TO BE 2" GALVANIZED IRON.
3. ALL APPURTENANCES SHOWN IN THIS DETAIL ARE TO BE INSTALLED ON BOTH TEMPORARY AND PERMANENT BLOWOFFS.
4. TRACER WIRE REQUIRED.



INLINE INSTALLATION



END OF PIPE INSTALLATION

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

WATER BLOWOFF

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

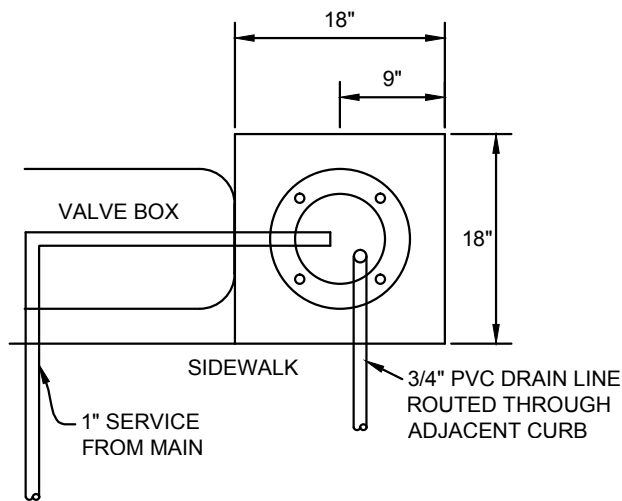
SECTION:
WATER

DRAWING NAME:
520.DWG

— — —

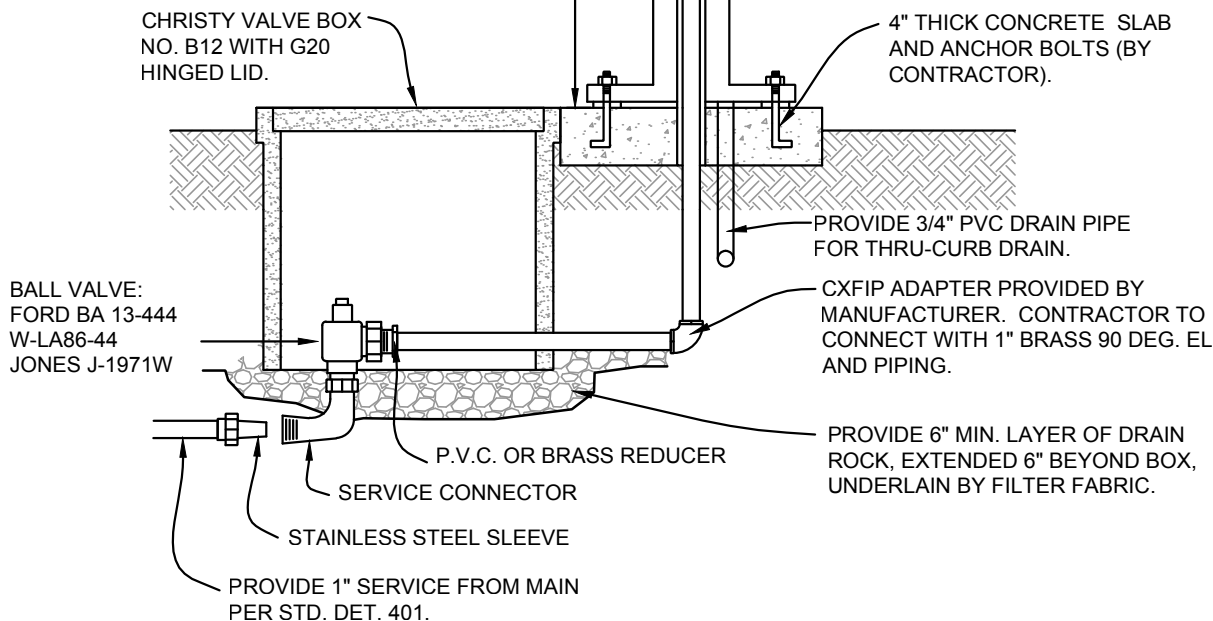
520

EXHIBIT A



THE PREFERRED LOCATION FOR SAMPLING STATION IS BEHIND THE BACK OF WALK. IN SPLIT SIDEWALKS, STATION MAY BE LOCATED IN LANDSCAPE STRIP PROVIDED A 24" MIN. CLEARANCE IS MAINTAINED FROM THE ADJACENT FACE OF CURB.

CONCRETE BASE DETAIL



PRODUCT DATA

MODEL: MX 3000 SAMPLING STATION
VENDOR: STEEL SOURCE CONSTRUCTION
ADDRESS: 20885 REDWOOD RD.
CASTRO VALLEY, CA 94546
PHONE: 510-582-2700
FAX: 510-582-2750
www.steelsourceco.com

NOTE: ALTERNATE MANUFACTURERS AND MODELS MAY BE SUBSTITUTED GIVEN THE APPROVAL OF THE CITY PUBLIC WORKS DEPT.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

WATER SAMPLING STATION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

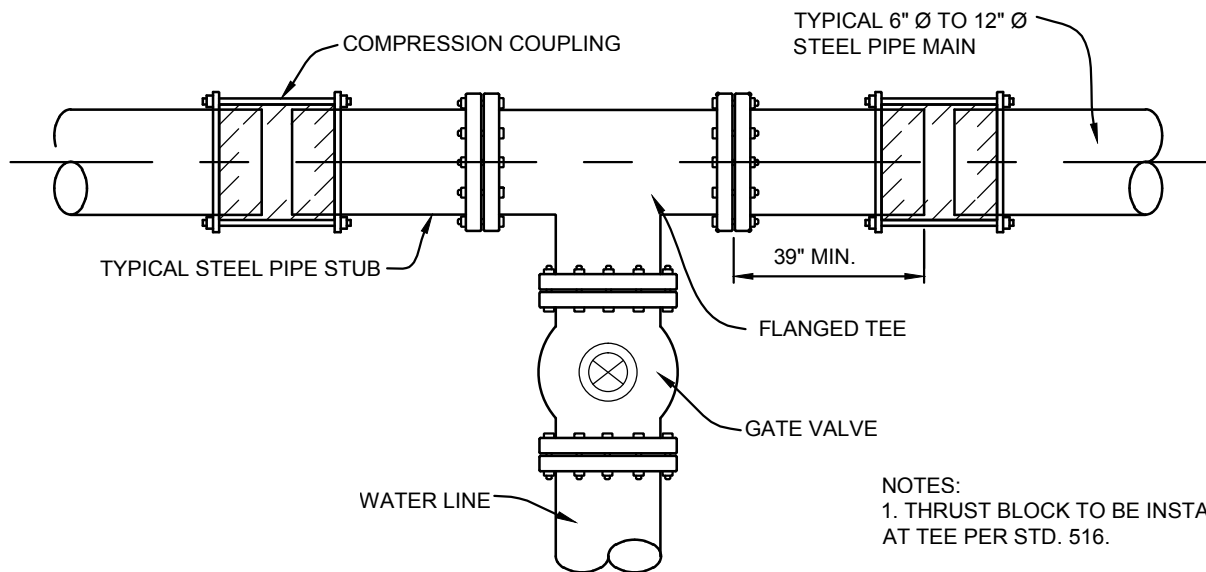
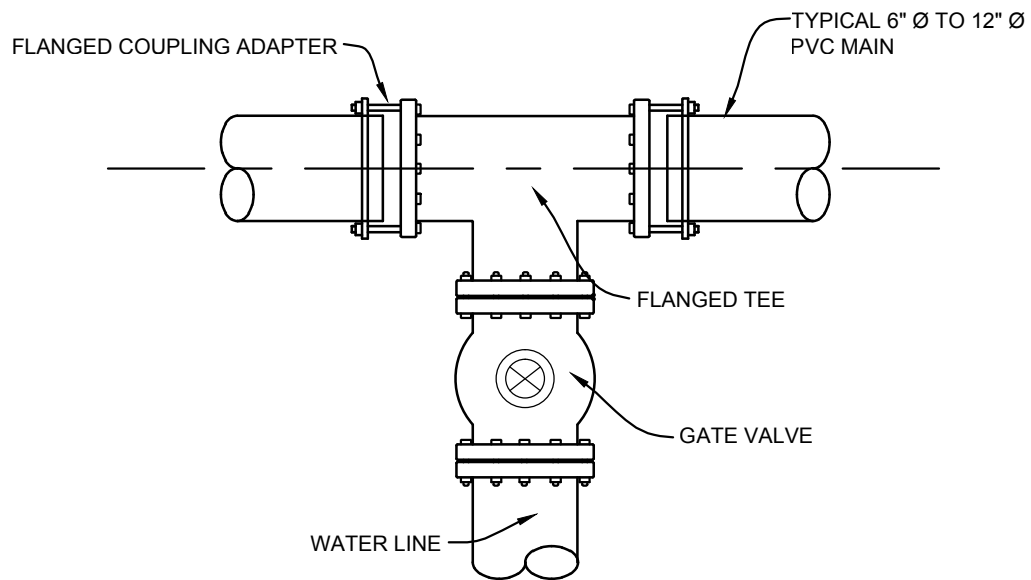
SECTION:
WATER

DRAWING NAME:
521.DWG

_____-_____-_____-

521

EXHIBIT A



NOTES:

1. THRUST BLOCK TO BE INSTALLED AT TEE PER STD. 516.

2. GATE VALVE TO BE SUPPORTED ON CONCRETE PIER BLOCK PER STD.515.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

TEE & GATE VALVE INSTALLATION ON EX. MAIN

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

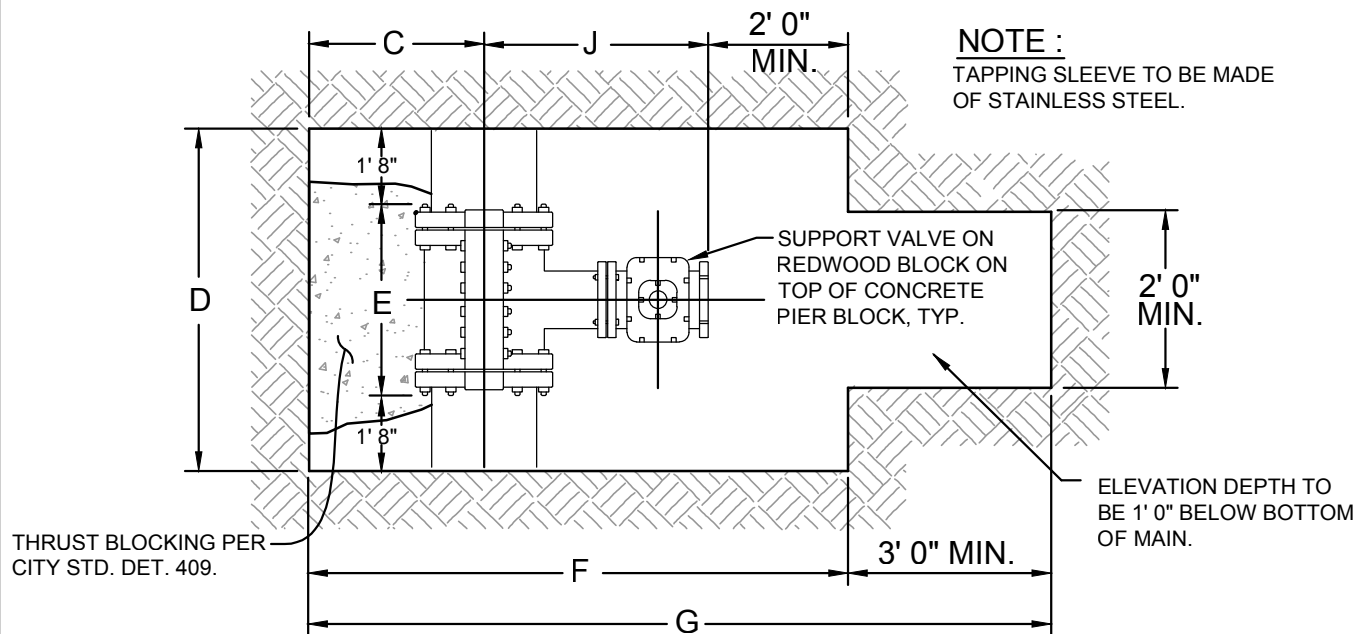
SECTION:
WATER

DRAWING NAME:
522.DWG

___-___-___

522

EXHIBIT A



TAPPING SLEEVE SIZE	C	D	E	F	G	J
4 X 2"	1' 3"	4' 9"	16 1/2"	4' 5"	7' 5"	14 1/32"
4 X 3"	1' 3"	4' 9"	16 1/2"	4' 6"	7' 6"	14 3/4"
4 X 4"	1' 3"	4' 9"	16 1/2"	4' 10"	7' 10"	18 9/16"
6 X 2"	1' 4"	4' 10"	18 3/8"	4' 7"	7' 7"	15 5/32"
6 X 3"	1' 4"	4' 10"	18 3/8"	4' 8"	7' 8"	15 7/8"
6 X 4"	1' 4"	4' 10"	18 3/8"	5' 0"	8' 0"	20 3/8"
6 X 6"	1' 4"	4' 10"	18 3/8"	5' 1"	8' 1"	21 7/16"
8 X 2"	1' 5"	4' 11"	19 1/4"	4' 10"	7' 10"	16 17/32"
8 X 3"	1' 5"	4' 11"	19 1/4"	4' 10"	7' 10"	17 1/4"
8 X 4"	1' 5"	4' 11"	19 1/4"	5' 2"	8' 2"	21 1/16"
8 X 6"	1' 5"	4' 11"	19 1/4"	5' 4"	8' 4"	22 13/16"
8 X 8"	1' 5"	5' 1"	21 1/4"	5' 6"	8' 6"	24 5/8"
10 X 2"	1' 6"	4' 11"	19"	5' 0"	8' 0"	17 25/32"
10 X 3"	1' 6"	4' 11"	19"	5' 1"	8' 1"	18 1/2"
10 X 4"	1' 6"	4' 11"	19"	5' 5"	8' 5"	22 9/16"
10 X 6"	1' 6"	5' 11"	19"	5' 6"	8' 6"	23 13/16"
10 X 8"	1' 6"	5' 3"	23"	5' 7"	8' 7"	25 5/16"
10 X 10"	1' 6"	5' 3"	23"	5' 9"	8' 9"	26 3/8"
12 X 2"	1' 7"	4' 11"	19"	5' 2"	8' 2"	18 29/32"
12 X 3"	1' 7"	4' 11"	19"	5' 3"	8' 3"	19 5/8"
12 X 4"	1' 7"	4' 11"	19"	5' 7"	8' 7"	23 9/16"
12 X 6"	1' 7"	4' 11"	19"	5' 8"	8' 8"	24 13/16"
12 X 8"	1' 7"	5' 1"	21"	5' 9"	8' 9"	25 5/16"
12 X 10"	1' 7"	5' 5"	25"	5' 10"	8' 10"	27 3/8"
12 X 12"	1' 7"	5' 5"	25"	5' 11"	8' 11"	27 1/2"
14 X 4"	1' 8"	5' 8"	27 3/4"	5' 9"	8' 9"	24 5/8"
14 X 6"	1' 8"	5' 8"	27 3/4"	5' 10"	8' 10"	25 7/16"
14 X 8"	1' 8"	5' 8"	27 3/4"	6' 0"	9' 0"	27 15/16"
14 X 10"	1' 8"	5' 8"	27 3/4"	6' 1"	9' 1"	29"
14 X 12"	1' 8"	5' 8"	27 3/4"	6' 1"	9' 1"	29 1/8"
14 X 14"	1' 8"	6' 2"	33 1/2"	6' 2"	9' 2"	30 1/4"

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

TAPPING SLEEVE INSTALLATION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

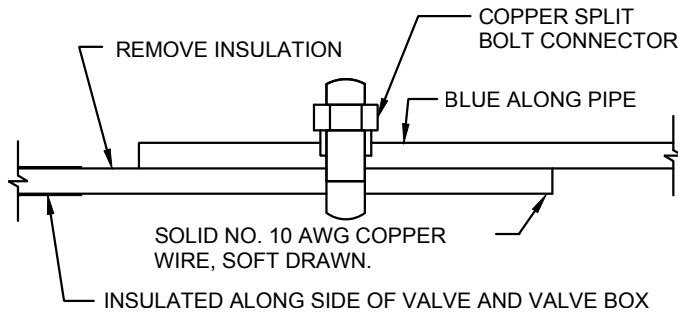
SECTION:
WATER

DRAWING NAME:
523.DWG

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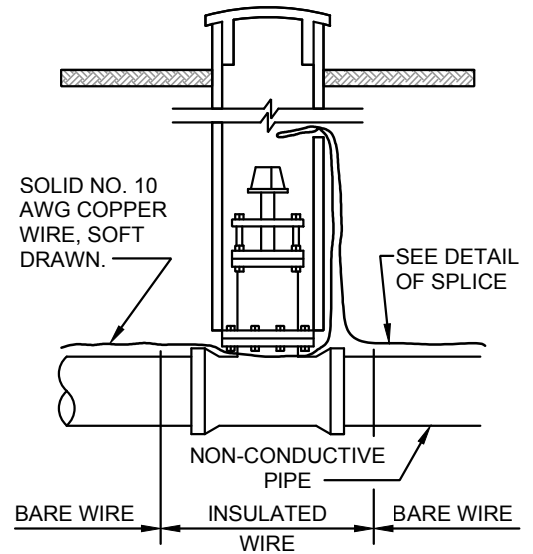
523

EXHIBIT A

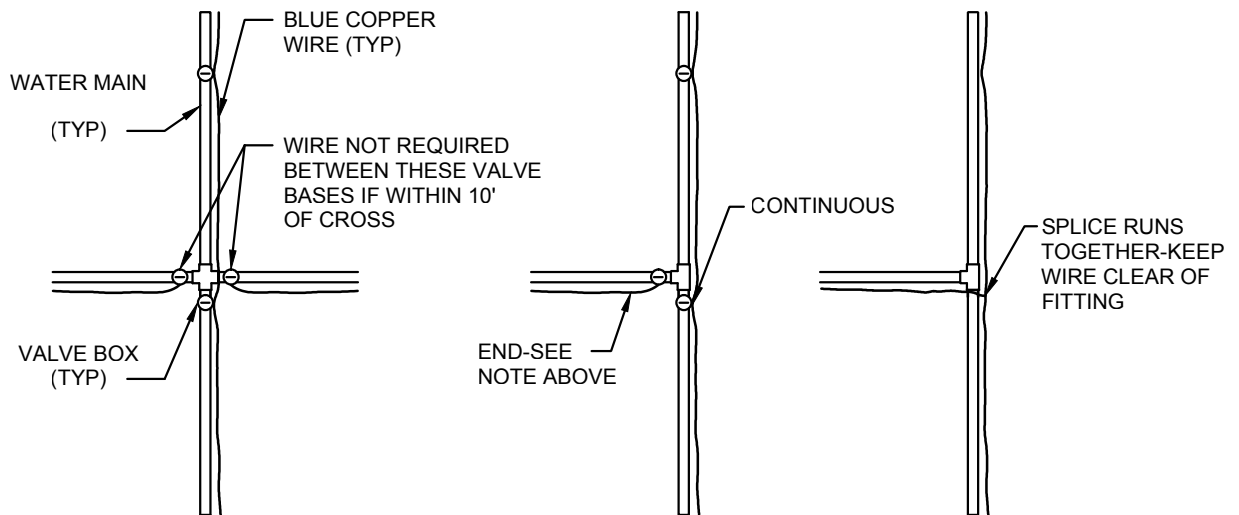


NOTE: IF WIRE ENDS AT VALVE BOX, RUN SINGLE INSULATED LEAD UP TO 10' BELOW GROUND.

DETAIL OF CONNECTION



INSTALLATION AT VALVE BOX



TYPICAL PLACING AT MAIN INTERSECTIONS

NOTES:

1. WIRE TO BE CONTINUOUS BETWEEN VALVE BOXES, EXCEPT WHERE BOXES ARE WITHIN TEN (10') FEET OF PIPE INTERSECTION.
2. BLUE WIRE NOT TO TOUCH VALVE OR FITTINGS. (COATED WIRE ONLY)
3. LOCATING WIRE TO BE LAID AT TOP OF PIPE.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

TRACER WIRE INSTALLATION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
524.DWG

___-___-___

524

EXHIBIT A

ALLOWABLE GALLONS LOST IN ONE HOUR AT 150 PSI

PIPE LENGTH (FT)	PIPE DIAMETER					
	4"	6"	8"	10"	12"	15"
25	0.03	0.04	0.05	0.06	0.08	0.09
50	0.05	0.08	0.10	0.13	0.15	0.19
75	0.08	0.11	0.15	0.19	0.23	0.28
100	0.10	0.15	0.20	0.25	0.30	0.38
125	0.13	0.19	0.25	0.31	0.38	0.47
150	0.15	0.23	0.30	0.38	0.45	0.56
175	0.18	0.26	0.35	0.44	0.53	0.66
200	0.20	0.30	0.40	0.50	0.60	0.75
225	0.23	0.34	0.45	0.56	0.68	0.84
250	0.25	0.38	0.50	0.63	0.75	0.94
275	0.28	0.41	0.55	0.69	0.83	1.03
300	0.30	0.45	0.60	0.75	0.90	1.13
325	0.33	0.49	0.65	0.81	0.98	1.22
350	0.35	0.53	0.70	0.88	1.05	1.31
375	0.38	0.56	0.75	0.94	1.13	1.41
400	0.40	0.60	0.80	1.00	1.20	1.50
425	0.43	0.64	0.85	1.06	1.28	1.59
450	0.45	0.68	0.90	1.13	1.35	1.69
475	0.48	0.71	0.95	1.19	1.43	1.78
500	0.50	0.75	1.00	1.25	1.50	1.88
525	0.53	0.79	1.05	1.31	1.58	1.97
550	0.55	0.83	1.10	1.38	1.65	2.06
575	0.58	0.86	1.15	1.44	1.73	2.16
600	0.60	0.90	1.20	1.50	1.80	2.25
625	0.63	0.94	1.25	1.56	1.88	2.34
650	0.65	0.98	1.30	1.63	1.95	2.44
675	0.68	1.01	1.35	1.69	2.03	2.53
700	0.70	1.05	1.40	1.75	2.10	2.63
725	0.73	1.09	1.45	1.81	2.18	2.72
750	0.75	1.13	1.50	1.88	2.25	2.81
775	0.78	1.16	1.55	1.94	2.33	2.91
800	0.80	1.20	1.60	2.00	2.40	3.00

NOTE:

IN ACCORDANCE WITH CITY CONSTRUCTION STANDARDS, NEW WATERLINES SHALL BE HYDROSTATICALLY TESTED TO A MINIMUM OF 150 PSI, FOR A PERIOD OF NOT LESS THAN 2 HOURS. NO PIPE INSTALLATION SHALL BE ACCEPTED IF LEAKAGE FOR THE SECTION EXCEEDS A RATE IN GALLONS PER HOUR PER ONE THOUSAND FEET (GPH/1000') OF 0.25 MULTIPLIED BY THE PIPE DIAMETER IN INCHES. (GPH/1000' < 0.25xPIPE DIA.) THIS CHART COMPUTES MAXIMUM ALLOWABLE LEAKAGE RATES FOR VARIOUS LENGTHS OF PIPE BASED ON THIS STANDARD, AND IS INTENDED AS A CONVENIENCE, ONLY.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**WATER HYDROSTATIC
PRESSURE / LOSS**

SIGNATURE _____

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
525.DWG

_____-_____-____

525

EXHIBIT A

ALLOWABLE GALLONS LOST IN ONE HOUR AT 150 PSI

PIPE LENGTH (FT)	PIPE DIAMETER					
	4"	6"	8"	10"	12"	15"
825	0.83	1.24	1.65	2.06	2.48	3.09
850	0.85	1.28	1.70	2.13	2.55	3.19
875	0.88	1.31	1.75	2.19	2.63	3.28
900	0.90	1.35	1.80	2.25	2.70	3.38
925	0.93	1.39	1.85	2.31	2.78	3.47
950	0.95	1.43	1.90	2.38	2.85	3.56
975	0.98	1.46	1.95	2.44	2.93	3.66
1000	1.00	1.50	2.00	2.50	3.00	3.75
1025	1.03	1.54	2.05	2.56	3.08	3.84
1050	1.05	1.58	2.10	2.63	3.15	3.94
1075	1.08	1.61	2.15	2.69	3.23	4.03
1100	1.10	1.65	2.20	2.75	3.30	4.13
1125	1.13	1.69	2.25	2.81	3.38	4.22
1150	1.15	1.73	2.30	2.88	3.45	4.31
1175	1.18	1.76	2.35	2.94	3.53	4.41
1200	1.20	1.80	2.40	3.00	3.60	4.50
1225	1.23	1.84	2.45	3.06	3.68	4.59
1250	1.25	1.88	2.50	3.13	3.75	4.69
1275	1.28	1.91	2.55	3.19	3.83	4.78
1300	1.30	1.95	2.60	3.25	3.90	4.88
1325	1.33	1.99	2.65	3.31	3.98	4.97
1350	1.35	2.03	2.70	3.38	4.05	5.06
1375	1.38	2.06	2.75	3.44	4.13	5.16
1400	1.40	2.10	2.80	3.50	4.20	5.25

NOTE:

IN ACCORDANCE WITH CITY CONSTRUCTION STANDARDS, NEW WATERLINES SHALL BE HYDROSTATICALLY TESTED TO A MINIMUM OF 150 PSI, FOR A PERIOD OF NOT LESS THAN 2 HOURS. NO PIPE INSTALLATION SHALL BE ACCEPTED IF LEAKAGE FOR THE SECTION EXCEEDS A RATE IN GALLONS PER HOUR PER ONE THOUSAND FEET (GPH/1000') OF 0.25 MULTIPLIED BY THE PIPE DIAMETER IN INCHES. (GPH/1000' < 0.25xPIPE DIA.) THIS CHART COMPUTES MAXIMUM ALLOWABLE LEAKAGE RATES FOR VARIOUS LENGTHS OF PIPE BASED ON THIS STANDARD, AND IS INTENDED AS A CONVENIENCE, ONLY.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**WATER HYDROSTATIC
PRESSURE / LOSS**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
526.DWG

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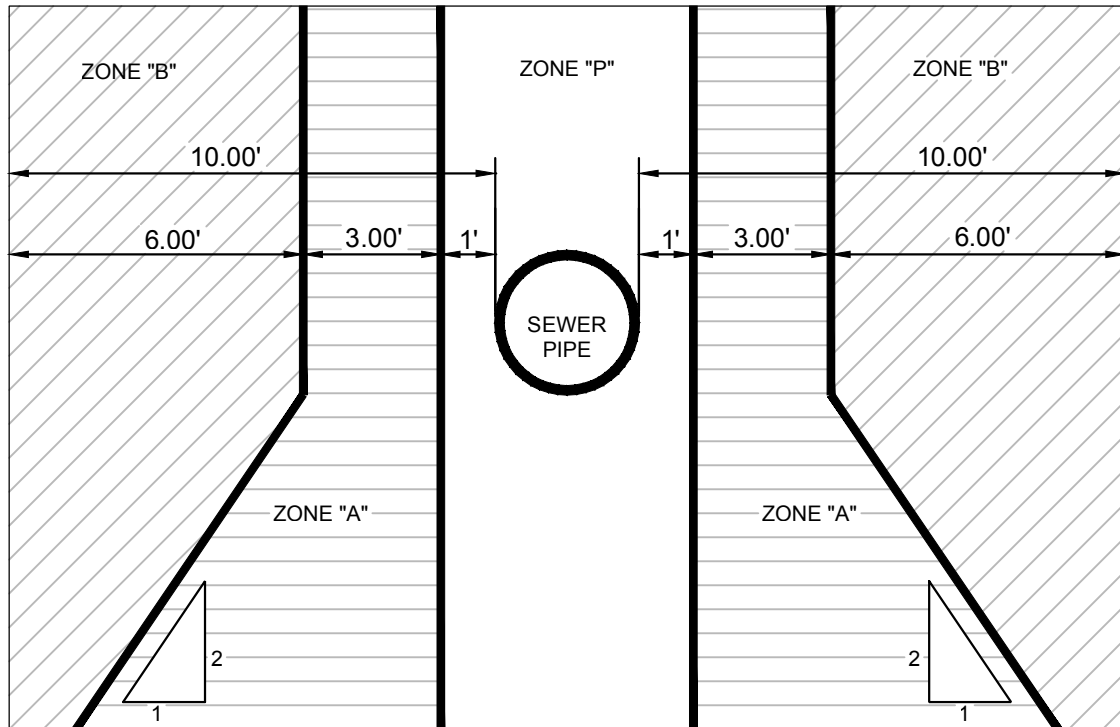
526

EXHIBIT A

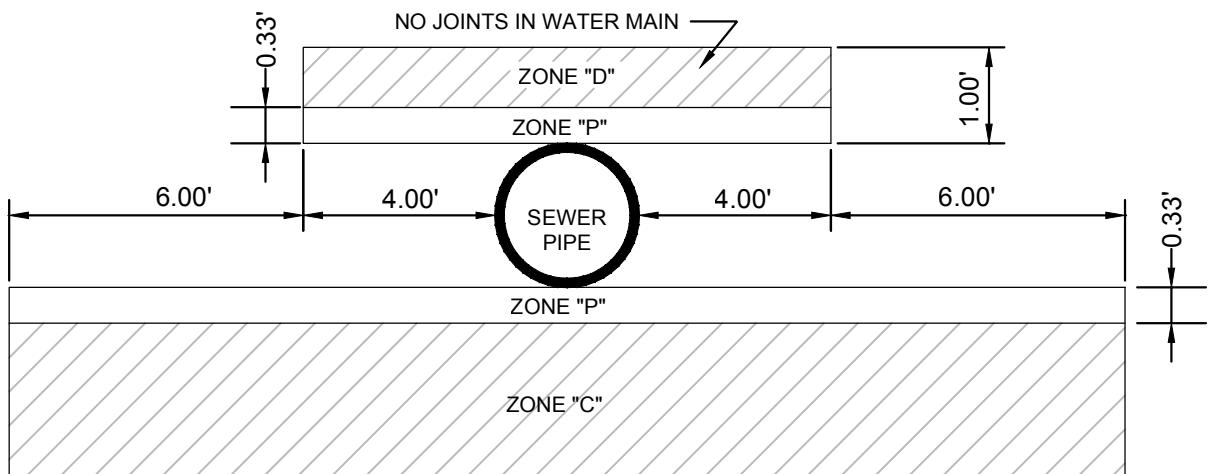
ALTERNATE DESIGN FOR REDUCED SEPERATION

(TO BE USED ONLY WHERE REQUIRED 10 FT. SEPARATION CANNOT BE OBTAINED)

NEW WATER LINE BEING INSTALLED



PARALLEL CONSTRUCTION



NOTES:

1. ZONE "A" REQUIRES SPECIAL PIPE AND SPECIAL PERMISSION FROM THE PUBLIC HEALTH AGENCY
2. ZONE "B" REQUIRES SPECIAL PIPE
3. ZONE "C" REQUIRES SPECIAL PIPE AND PIPE JOINTS ARE NOT ALLOWED
4. ZONE "D" REQUIRES STANDARD PIPE AND PIPE JOINTS ARE NOT ALLOWED
5. ZONE "P" IS A PROHIBITED ZONE.

PERPENDICULAR CONSTRUCTION

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**WATER MAIN SEPARATION
REGULATIONS**

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

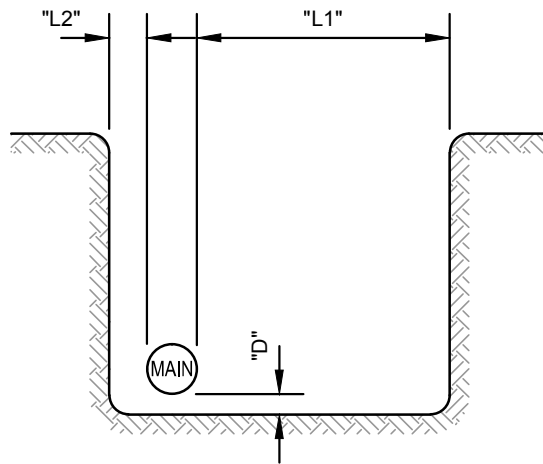
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WATER

DRAWING NAME:
527.DWG

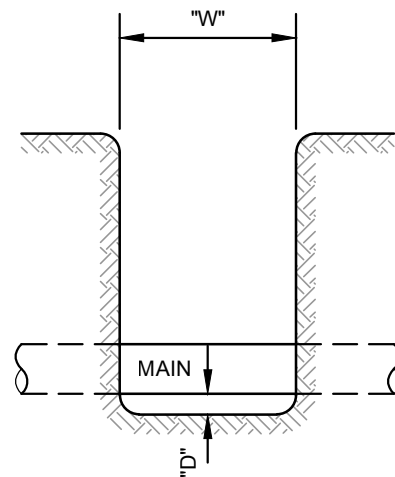
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EXHIBIT A



PERPENDICULAR TO EXISTING MAIN



PARALLEL TO EXISTING MAIN

EXCAVATION REQUIREMENTS FOR CONNECTIONS TO EXISTING WATER MAINS

EXISTING PIPE SIZE	W	D	L1	L2
4"	3'-0"	0'-6"	7'-0"	1'-0"
6"	4'-0"	1'-0"	7'-0"	1'-0"
8"	5'-0"	1'-6"	7'-0"	1'-0"
10"	6'-0"	2'-0"	7'-0"	1'-6"
12" OR LARGER	6'-0"	2'-0"	7'-0"	1'-6"

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

EXCAVATION REQUIREMENTS FOR CONSTRUCTION

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

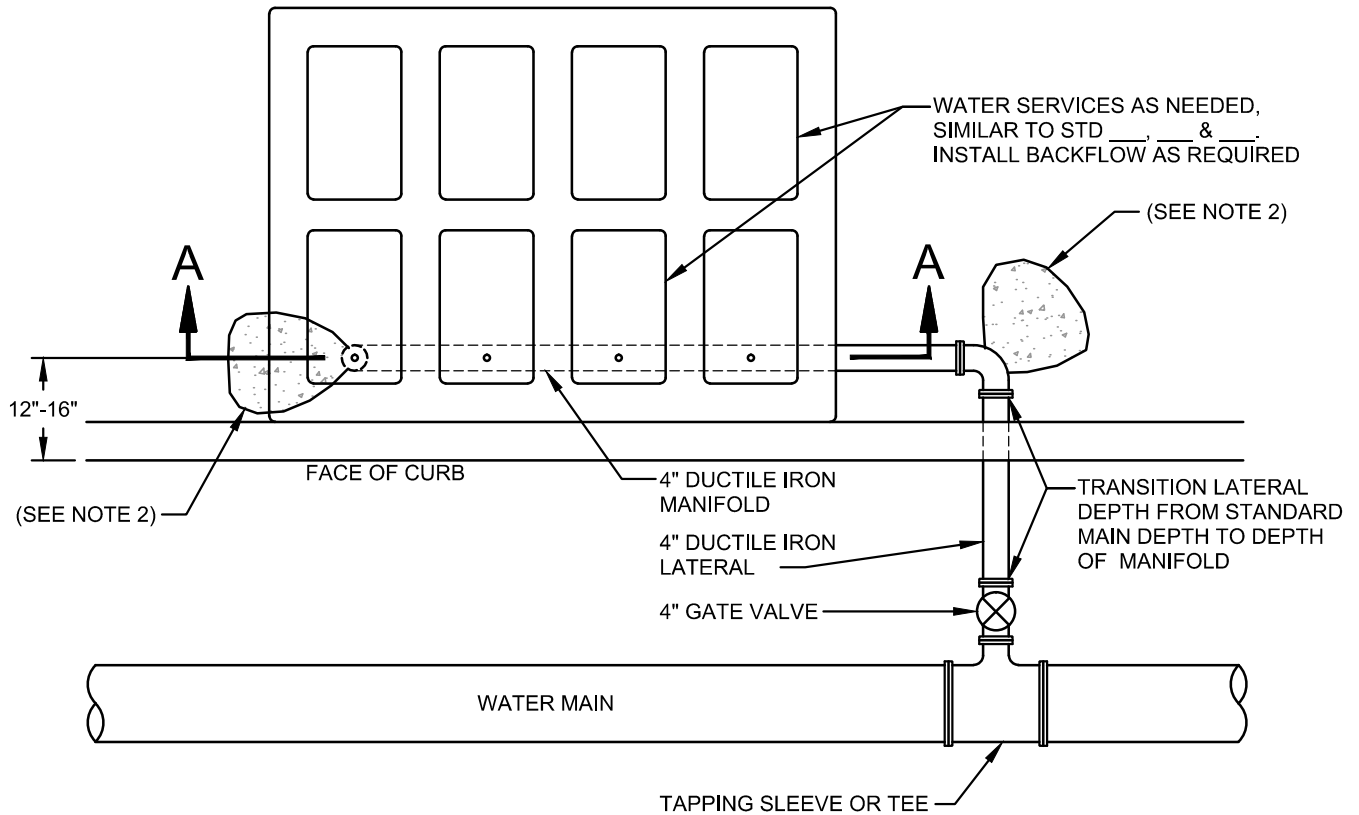
SECTION:
WATER

DRAWING NAME:
528.DWG

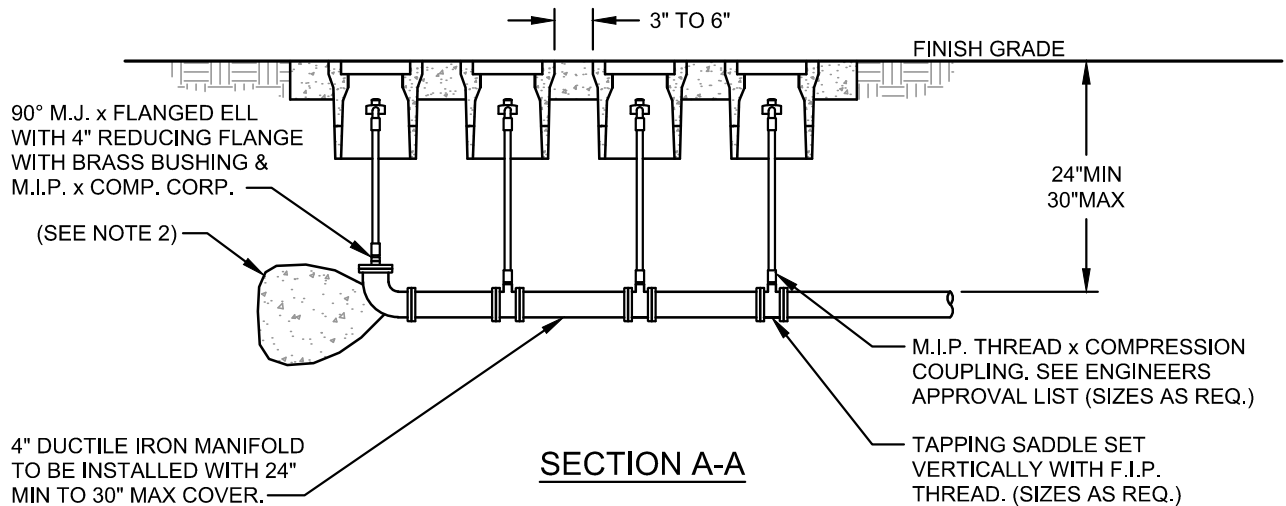
____-____-____

528

EXHIBIT A



PLAN VIEW



SECTION A-A

NOTES:

1. THIS STANDARD MAY BE ADAPTED FOR CONNECTION TO A COMBINATION WATER SERVICE PER STD ____.
2. RESTRAINED JOINTS ARE REQUIRED FOR ALL NEW CONSTRUCTION FROM GATE VALVE TO END OF 4" MANIFOLD. THRUST BLOCKS ARE ONLY REQUIRED WHERE EXISTING SERVICES ARE BEING MODIFIED AND RESTRAINED JOINTS ARE NOT USED.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

4" DUCTILE IRON MULTI-SERVICE MANIFOLD

SIGNATURE

DRAWN BY:
GK

DATE:
9/02/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
529.DWG

____ - ____ - ____

529

City of Riverbank
CONSTRUCTION STANDARDS
WATER

EXHIBIT A

SECTION 5: DOMESTIC WATER FACILITIES

General: Domestic water facilities shall be furnished and installed in accordance with these Construction Specifications and as shown on the plans.

Payment: Full compensation for furnishing all labor, materials, tools, equipment, excavating, backfilling, testing, disinfecting and flushing and for doing all work involved in installing the water system shown on the plans and as specified in these Construction Specifications shall be included in the appropriate contract item and no additional compensation will be allowed therefore.

EXHIBIT A

TABLE OF CONTENTS

5.100 Materials

- A. Water Main Pipe
- B. Miscellaneous Fittings
- C. Valves
- D. Service Lines & Fittings
- E. Fire Hydrants
- F. Backflow Prevention Devices

5.200 Installation

- A. General Requirements
- B. Inspection
- C. Disinfection
- D. Connections to Existing Water Mains
- E. Connection Details
- F. PVC Pipe

5.300 Testing

- A. Pressure Test
- B. Bacteriological Test
- C. Final Connections to Existing Mains
- D. Backflow Certification

EXHIBIT A

5.100 Materials

- A) Water Main Pipe 4" through 12" shall be either ductile iron pipe (DIP) conforming to the requirements of AWWA Standard C-151, Class 51 (4") or Class 50 (6" thru 12") with cement-mortar lining or polyvinyl chloride (PVC) pipe conforming to the requirements of AWWA Standard C-900, Cast Iron (CI) O.D. Class 150 (DR18) with elastomeric gasket (solvent weld is unacceptable). DIP shall have "Tyton" joints, "Tyseal" joints, or approved equal.

In addition to the above, the following requirements apply to all pipe joints:

- Solvent welded PVC is not allowed
- Mechanical joints are only allowed at fittings
- Cast-iron repair/adaptor couplings may be used where approved by the City Engineer
- Water service lines shall be per Section D of these specifications

- B) Miscellaneous Fittings: Pipe fittings shall conform to AWWA Standard C110, latest revision, and shall be of cast iron, match the make of pipe used, and be as specified by the manufacturer for use with the pipe specified. Joints in fittings and adapters shall be of the type with a seal ring groove for positively holding the rubber gaskets in place against the water pressure and shall be similar to the specified joint for the pipe used.

All cast iron fittings shall be coated outside and inside with a bituminous coating as per Section 10-3 of AWWA Standard C110, latest revision.

Flanged fittings are allowed, and shall be used where shown on the plans. Mechanical joint fittings are allowed provided the Contractor follows proper assembly procedures.

Not all pipe fittings required to do the work are shown on the plans. The Contractor shall furnish and install all fittings as necessary to accomplish grade and adjustment changes in conformance with the pipe manufacturer's recommendations and as approved by the Engineer.

- C) Valves: 2" through 12" valves shall be resilient seated gate valves or butterfly valves. Resilient seated gate valves shall be Mueller RS, American Darling CRS-80, Clow RS or approved equal and shall conform to the requirements of AWWA Standard C509, latest revision.

Butterfly valves shall be MH 450, Mueller Lineseal III, Clow 450 or approved equal and shall conform to the requirements of AWWA Standard C504, latest revision.

All valves shall open left (clockwise to close) and be equipped with a 2-inch AWWA operating nut. All valves shall be coated for buried service per AWWA Standards. All valves shall be Class 150 minimum.

Valves requiring operating wrenches exceeding 2 feet in length shall have extensions and guides as provided by the valve manufacturer installed in the valve riser.

The valve boxes shall be Christy G5 with cast iron cover and extensions and shall conform to City of Riverbank Standard Details. Cover shall have a free fit in the box. All valve boxes shall be adjusted to grade by the paving contractor as per the appropriate Standard Plan.

- D) Service Lines and Fittings shall be polyethylene CTS or copper for services 3 inches and smaller and ductile iron or polyethylene for services 4 inches and larger. All

EXHIBIT A

water services shall conform to the requirements shown on the appropriate Standard Details.

- E) Fire Hydrants shall be furnished and installed in accordance with the Standard Details.
- F) Backflow Prevention Devices, including double detector checks and reduced pressure principle devices, shall be of a type approved by University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Foundation (USC Foundation), and installed according to the manufacturer's specifications.

5.200 Installation Water main pipe shall be installed in accordance with the manufacturer's recommendations, City Standard Plans, these Special Provisions and the improvement plans.

- A) General Requirements: Water mains shall be installed with due regard for protection from sanitary hazards, including current spacing and crossing requirements of the California Administrative Code, Title 22. Minimum pipe cover shall be 3 feet.

Thrust blocking shall be installed per City Standard Details at all bends, tees, dead ends, and changes in pipe diameter. Thrust blocking shall be placed so that the joints of the pipe and fittings will be accessible for repair.

The Contractor shall also take the necessary precautions to protect workers from asbestos fiber hazards. Reference is made to AWWA Manual M-16, "Work Practices for Asbestos-Cement Pipe." Use of any "non-recommended work practices" such as cutting any AC pipe with abrasive disc-dry tools is strictly forbidden.

Reference is made to AWWA Manual M23 "PVC Pipe - Design and Installation" and AWWA Standards C603 "Installation of Asbestos Cement Water Pipe", C600 "Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances", and C601 "Disinfecting Water Mains", and applicable California Department of Health Waterworks Standards.

The pipe must be kept exceptionally clean during installation since the use of calcium hypochlorite tablets prevents flushing before disinfection.

The City takes no responsibility for water quality downstream of temporary connections to the water system.

Hydrants installed but not in service shall be wrapped with burlap and wired and remain so until such time as the hydrants are in service. Holes may be cut in the burlap in order that the hydrant may be used for construction water.

- B) Inspection: All water lines shall be inspected for proper installation by the City Engineer, prior to backfilling of trenches. If work is to be completed after normal business hours, Contractor shall call 869-3671 to arrange for an inspection to be made after normal business hours.
- C) Disinfection: The preferred method of disinfection is continuous feed injection with a 24 hour contact time. The continuous feed method may be delayed until completion of the pressure test. The continuous feed method shall provide a dose of 100 parts per million.

EXHIBIT A

If calcium hypochlorite tablets are used, the number shall be in accordance with the following table and disinfection shall be prior to pipe flushing, and after pressure testing.

<u>Length of Section (ft)</u>	<u>Diameter of Pipe (in.)</u>			
	<u>6</u>	<u>8</u>	<u>10</u>	<u>12</u>
13 or less	4	6	8	12
18 or 20	4	8	12	16

The table is based on 5 gram tablets per ounce (3.25 grams available chlorine per tablet), which is equal to 100 parts per million.

Residual chlorine ppm will be verified prior to flushing the line, at the direction of the City Engineer.

- D) Connections to Existing Water Mains: Under no circumstances shall anyone other than a representative of the City of Riverbank Public Works Department open or close any valve in the existing City water system. Requests for valve operation shall be made to the Engineer at least 48 hours in advance. In cases where customer service will be interrupted, the request shall be made at least 48 hours in advance and the Contractor shall make satisfactory preparation for the planned work to minimize the interruption. The procedure shall be reviewed and approved by the City prior to the start of construction.
- E) Connection Details: Shall be made per the appropriate Standard Detail(s). The number and location of temporary connections with meter assembly shall be approved by the City Engineer.

Upon request, the City will open its valve to the new pipe after the mains and services have been installed and backfilled and thrust blocks have cured for 48 hours.

- F) PVC Pipe: Shall not be bent more than as recommended by the manufacturer. Joint deflections are not allowed. The Contractor shall take extra precautions to follow the pipe manufacturer's recommendations regarding rubber rings, fittings, tapping and installation practices.

5.300 Testing: Official test for acceptance shall normally be conducted after compaction has been completed.

- A) Pressure Test: All piping shall be tested to a pressure of 150 pounds per square inch (psi). All material, equipment and labor for testing shall be approved by the City prior to testing and shall be furnished without cost to the City of Riverbank. The system will be tested as directed by the Engineer as a unit or in sections not to exceed 1,000 lineal feet. Each unit tested shall successfully meet the requirements herein specified. The water services shall be considered as part of the main for test purposed and no allowance for additional leakage shall be made.

Unless otherwise directed by the Engineer, testing shall be accomplished by opening hydrants and service line cocks at the high points of the system and blowoffs at all dead ends. The valve controlling the admission of water into the section of pipe to be tested should be opened slowly and fully before closing the hydrants or blowoffs. After the system has been filled with water and all air expelled, all the valves controlling the section to be tested shall be closed, and the line remain in this condition for a period of not less than 24 hours.

EXHIBIT A

The pipe shall then be refilled, if necessary, and subjected to a maintained pressure of not less than 150 pounds per square inch (psi) for a period of one hour.

Allowable leakage shall not exceed a rate in gallons per hour per 1000' lineal feet of pipeline of 0.25 multiplied by the pipe diameter in inches.
(gph per 1000' < 0.25 * pipe dia).

All leaks that are found shall be immediately corrected and the system again subjected to the same test.

All repairs of any damage to the pipes and their appurtenances, or to any other structures, resulting from or caused by these tests, shall be performed by the Contractor as the Engineer may direct, all without cost to the City of Riverbank.

- B) Bacteriological Test: After the successful completion of the pressure tests, bacteriologic samples shall then be taken at locations and times specified by the City Engineer. Bacteriologic testing shall be performed at the expense of the contractor and will comply with the current AWWA standards. See AWWA website for current standards and requirements.
- C) Final Connections to Existing Mains: After notification of passing bacteriological tests, the connections to the existing mains shall be completed by the Contractor per Standard Plan 507-B. Requests for City valve operation shall be made per these specifications.

Removal of the meter assembly and replacement with the flanged spool shall be accomplished in a sanitary manner. The nearest valves on the newly installed main shall be closed to minimize the amount of water that will enter the excavation. No water shall be allowed to reenter the main.

As each connection is made, the main shall be flushed such that the flow is away from the existing water system. Each connection shall be flushed in this manner until the entire new water system is flushed, all under the direction of the Engineer. Burlap wrapping shall be removed from all hydrants. At this point, the City will take over operation of the water system. The contractor will be responsible for the cost of repairing any damage to the system until acceptance by the City Council.

- D) Backflow Certification: All backflow prevention devices installed shall be certified and tested in accordance with current regulations of the California-Nevada Section of the American Water Works Association (AWWA). Certification shall be provided to the City Public Works Department prior to acceptance of new backflow prevention devices.

In addition, the location of any backflow prevention device shall be field verified with the City Public Works Department, or their appointed representative, prior to installation.

**City of Riverbank
DESIGN STANDARDS**

WASTEWATER

EXHIBIT A

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EXHIBIT A

SECTION 6: WASTEWATER

6.100 General

6.101 Scope

These standards apply to all public wastewater facilities designed for installation within a public right-of-way or PUE in the City and are limited to sewer mains and laterals 18 inches or less in diameter. Standards and requirements for larger sizes will be determined by the City Engineer on a case-by-case basis. Except where specifically noted in these Standards, or as required as part of project approval, all wastewater facilities installed on private property for private use and ownership shall be designed and constructed in accordance with the provisions of the Uniform Plumbing Code, as adopted by the City.

Wastewater lines shall be designed in accordance with acceptable engineering principles, California OSHA Standards (legal min.), and State of California Title 22 requirements (legal min.), and shall conform to City Standards. Storm water collection facilities shall not be connected to a wastewater line. Industrial waste sources may be connected or discharged into a wastewater line with approval of the City Engineer.

These Standards do **not** cover all the applicable City, State and Federal requirements for wastewater quality and monitoring

EXHIBIT A

6.200 Design Flow

Wastewater facilities shall be designed on a peak flow basis in accordance with the following formula:

$$Q_D = (P_F * Q_A) + I$$

Where:

Q_D = Design Wastewater Flowrate

Q_A = Average Wastewater Flowrate –See section 2.201

P_F = Peaking Factor –See section 2.202

I = Infiltration --See section 2.203

6.201 Average Wastewater Flowrate

Average wastewater flows for residential areas shall be based on 100 gallons per capita per day (gpcpd), with an assumed population of 3.0 capita per single family dwelling unit, and 2.0 capita per multifamily dwelling unit. (Note: duplexes, “patio” homes, condominiums and townhomes shall be considered multifamily dwellings when determining wastewater flowrates).

For studies in which the exact unit count has not yet been determined, the average wastewater flowrate shall be determined based on gross area, as summarized in the following table:

<u>Zoning</u>	<u>Land Use</u>	<u>Units/Acre</u>	<u>Avg. Flow (gal./acre/day)</u>
R1	Single Family Residential	5	1500
R2	Duplex Residential	12.5	2500
R3	High Density Residential	20	4000
C1 and C2	Commercial	--	1760
CM, M1, M2	Industrial (See Note 1)	--	1500

Notes:

1. The average flows listed for industrial areas shall be used in preliminary studies, only. Additional data on anticipated wastewater flows for industrial projects shall be provided and considered on a case-by-case basis prior to the final design/improvement plan phase of the project.
2. Wastewater flows for areas of Planned Development (PD) zoning shall be based on the underlying zoning and land uses as indicated in the project’s Master Plan, if exact unit counts are not yet known.
3. Average wastewater flows from schools shall be based on 20 gallons per attendant per day.

6.202 Peaking Factor

Peak flow shall be based on land use, and obtained by multiplying the average flow by the following peak factors:

- Commercial: 3.0
- Industrial: 2.0
- Residential: 3.0, for upstream service populations up to 10,000 persons. For populations greater than 10,000, the following formula may be used to determine the peaking factor:

$$P_F = (18 + x^{1/2}) / (4 + x^{1/2})$$

Where “x” = population in thousands

6.203 Infiltration and Inflow

Infiltration and inflow shall be determined on a gross acreage basis, at a rate of 1000 gals. per acre per day.

EXHIBIT A

6.300 Pipe Design

6.301 Minimum Size

New gravity wastewater lines shall be 8 inches or greater in nominal diameter. Terminal runs that have no potential for further extension, such as in cul-de-sacs, may be 6" in diameter.

6.302 Design Depth of Flow

All gravity wastewater lines shall be designed to flow at a maximum of 70% full under the design flow conditions.

6.303 Slope

All sewers shall be designed to provide a minimum velocity of 2.0 feet per second at the flowing full condition, using Manning's equation with an "n" of 0.013. Summarized below are minimum slopes, design capacities and flowing full capacities for different pipe sizes:

Size	Minimum Slope (ft/ft)	Design Cap. (gpm)	Full Cap. (gpm)
6	0.005	149	178
8	0.0035	269	320
10	0.0025	412	492
12	0.002	599	715
15	0.0015	940	1123

Designs in which downstream mains do not meet these velocity standards shall be specifically approved by the City Engineer.

Maximum velocity shall not exceed 10 feet per second at the design flowrate. Sewers shall be designed with uniform slope between manholes.

6.304 Vertical Alignment

The minimum cover for wastewater lines shall be 3 feet from the existing or planned final grade, whichever is lower, to the top of the sewer pipe. Laterals shall have a nominal cover of 30 inches at the property line or at a point 5 feet outside the curb face or edge of paving, whichever is the greater distance from the roadway centerline. Minimum cover requirements may be reduced if special backfill and/or special piping are used. See §2.401 for additional information regarding service lateral cover and §5.701 for structural considerations.

When crossing a water main, the wastewater line shall be installed below the water main with a clearance of at least 12 inches. Where this separation cannot be maintained, the City Engineer may approve reduced clearances based on the California Dept. of Health Services Guidelines. A minimum vertical clearance of at least 3 inches shall be maintained between a wastewater line and a storm drain. Separation distances shall be measured from the nearest edges of the facilities.

At points of convergence of pipes of various sizes, the pipe crown of the inflowing pipe(s) shall be no lower in elevation than the crown of the outflowing pipe. Exceptions to this may be granted at the discretion of the City Engineer if this is not practical (cover requirements, clearance issues, etc...). See §2.502 regarding drop manholes for additional information.

EXHIBIT A

6.305 Horizontal Alignment

Wastewater Lines shall be placed within street rights-of-way unless placement in an easement is specifically approved by the City Engineer. Alignment shall be parallel to the street centerline whenever possible.

The horizontal alignment of wastewater lines in new streets, easements and private streets shall be as shown on the appropriate City of Riverbank Standard Plan. In existing streets and other special cases (such as looped streets in which the utilities may be located concentrically to avoid crossings), the alignment may vary from the Standard Plans, but in no case shall there be less than 10 feet horizontal clearance to a water main, except as specifically approved by the City Engineer in accordance with State Department of Health Services policies.

Curved sewers are allowed. However, joint deflections or pipe curvature shall not exceed the pipe manufacturer's recommendations. The following table may be used as a conservative guide. If a shorter radius is desired, the appropriate design information (i.e. short pipe lengths, radius fittings, etc) shall be shown on the plans.

Minimum Radius of Bending Circle (ft.)

Pipe Size	Ductile Iron	PVC	VCP
4	190	160	200
6	190	160	200
8	190	210	200
10	190	270	200
12	190	320	200
15	n/a	390	260

Wastewater lines, including laterals, or other sanitary hazards shall not be constructed adjacent to any existing or proposed well site. California State Department of Health Services requirements shall be the minimum required separation, however these may be increased where the well location is not fixed or redrilling is planned.

EXHIBIT A

6.306 Pipe Materials

The following standard pipe materials shall be used for gravity flow wastewater line construction and shall conform to the appropriate American Society of Testing and Materials (ASTM) and American Water Works Association (AWWA) specifications (latest revision):

Pipe Material Specification

Ductile iron pipe	ASTM A746
w/polyethylene lining & polyethylene encasement*	ASTM D1248, Class C, 30 mil thickness
PVC sewer pipe and fittings	AWWA C105
Vitrified clay pipe	ASTM D3034 SDR 26
	ASTM C700 (extra strength)

laterals only:

Cast iron soil pipe (4" & 6")	ASTM A74, service weight
-------------------------------	--------------------------

* polyethylene encasement may be omitted if a corrosivity soils report provided per Appendix A of AWWA C105 indicates encasement is not needed. Alternate linings may be approved on a case-by-case basis,

New main sewers and/or laterals servicing exclusively industrial and commercial development may be limited to vitrified clay pipe depending on the proposed use.

Trench and pipe strength design shall be shown on the improvement plans per §5.700.,

6.307 Joints and Fittings

Joints and fittings shall be selected and installed to minimize infiltration and to prevent the entrance of roots throughout the life of the system. Ductile iron pipe joints and fittings shall conform to AWWA C110 or other approved joint for wastewater applications. Joints for PVC pipe shall be flexible elastomeric type conforming to ASTM D3212, Solvent welded joints for PVC pipe are not permitted. Joints for vitrified clay pipe shall conform to ASTM C425.

Joining of pipe sections of unlike materials shall be accomplished using approved flexible band seals. Other joining methods shall not be used unless approved by the City Engineer.

6.400 Services

6.401 General

One service is typically allowed per parcel being served. Additional services may be specifically approved by the City Engineer in order to eliminate the need for on-site pumps, excessive trenching, or in other circumstances.

The minimum diameter for services (lateral sewers) shall be 4 inches.

A lateral sewer installed concurrently with a main sewer shall be of the same type and class of pipe material as the sewer main except where land use, cover or water main separation requirements indicate otherwise. For new services on existing mains, the lateral sewer may be of any approved pipe material as specified in §2,306.,

Size and depth of services is to be determined by the design engineer for the parcel being served subject to minimums contained in City Standards. Particular attention should be given to large, deep parcels.

Storm drainage shall not be permitted to discharge into the sanitary sewer system.

EXHIBIT A

6.402 Monitoring Structures

Sanitary sewer monitoring structures and/or sampling manholes shall be installed on new development projects if so directed by the City Engineer. Typically, monitoring structures will not be required on residential developments, but may be necessary on industrial and commercial projects. Monitoring structures shall be in a location that is accessible to City personnel at all times, and may be considered a cleanout in lieu of a separate required cleanout.

6.403 Traps and Waste Interceptors

Appropriate traps and waste interceptors shall be installed on services on-site as required by the City Engineer in conformance with the Uniform Plumbing Code, as adopted by the Riverbank Municipal Code, and the Standard Plans. Grease traps and/or sand/oil interceptors shall be installed on sewer services for any facility whose operation will result in oil, grease, sand or other solids being discharged into the City's sanitary sewer system.

6.500 Manholes and Miscellaneous Structures

6.501 Manholes

Manholes shall be located in areas accessible to cleaning equipment and at:

- ◆ the end of each line
- ◆ all changes in pipe grade, size, or alignment
- ◆ all junctions of sewer mains and/or laterals 6 inches or greater in diameter
- ◆ distances not greater than 400 feet

24" diameter risers may be used in lieu of standard 48" manholes where the depth to the invert is less than 42 inches.

Manholes/risers may be required for inspection purposes at the end of stubs exceeding 25 feet in length

6.502 Drop Manholes

Drop manholes per City Standard Details shall be provided where the inflowing pipe crown elevation is more than 2 feet above the crown elevation of the outflowing pipe.

EXHIBIT A

6.600 Lift Stations

6.601 General

All lift stations shall be specifically approved by the City Engineer after consideration of all reasonable gravity flow alternatives, and shall be designed in accordance with the standards contained herein.

Lift station structures, electrical, and mechanical equipment shall be located and designed such that they are protected from physical damage by the 100-year flood and will remain fully operational and accessible during the design storm.

The lift station shall be located off the traveled way of streets and alleys, and shall be provided with paved vehicular access and appropriate security as required by the City Engineer.

6.602 Design

Lift stations shall be designed to be compatible with current City equipment, systems, and operational/maintenance practices. As each lift station will be a unique design, developers and design engineers are highly recommended to consult with the City Engineer prior to final design of the new lift station

In areas of corrosive soils, impressed current cathodic protection is required and shall be designed by a qualified corrosion control engineer.

California OSHA standards shall be observed in the design of all pumping station access structures

Pumps:

Pumps in all new lift stations shall be of a manufacturer and model approved by the City Engineer.

At least two pumps shall be provided for each pumping station. If only two units are provided (duplex), they shall have the same capacity, and each be capable of handling the design flow. Where three or more units are provided, they shall be of such capacity that with any one unit out of service, the remaining units will have capacity to handle maximum design flows.

Design pumping rate shall be the design wastewater flowrate (see section 2.200) for the ultimate tributary area. For lift stations that are intended to serve a relatively large, phased tributary area, initial lower flow rates shall be considered in the design. It may be necessary to provide an interim design with fewer or smaller capacity pumps. In these instances, the plans shall indicate what the ultimate pumps shall be, as well as the ultimate design discharge flowrate and total dynamic head. The station and site should be designed for ultimate conditions, and for maximum ease of transition from interim to ultimate design.

Wetwells:

The wetwell size and control setting shall be appropriate to avoid heat buildup in the pump motors due to frequent starting, and to avoid septic conditions due to excessive detention time. Wetwells and controls shall be such that sewage detention time is limited to 2 hours. Detention time in excess of 2 hours shall require provisions for odor control. Total pump starts shall be limited to no more than 10 per hour.

Volume available in upstream sewer mains may not be considered to be part of the available wet well storage volume.

Wetwells shall be reinforced concrete and lined in accordance with the Construction Specifications. The type of lining shall be indicated on the plans.

The wetwell floor shall have a minimum slope of 1 to 1 to a hopper bottom. The horizontal area of the hopper bottom shall not be greater than necessary for proper installation and function of the pump inlet.

Wetwell covers and access hatches shall be H-20 traffic rated.

Valving:

Each pump discharge shall be equipped with the following valves:

EXHIBIT A

Gate Valves: Gate valves shall be resilient wedge, flanged joints. All resilient wedge gate valves shall conform to the applicable requirements of ANSI/AWWA C509, and shall be handled and installed in accordance with the recommendations set forth in the appendix to ANSI/AWWA C509, and the recommendations of the manufacturer. All interior and exterior ferrous metal surfaces of valves and accessories shall be shop coated for corrosion protection. Approved manufacturers: Clow F-6100, Mueller A-2370, Kennedy 4561/4701, and American Flow Control –Series 2500

Check Valves: Check valves shall be installed immediately downstream of the gate valves, and shall be swing type with an external lever and minimum pressure rating of 250 psi. Approved manufacturers: Clow F5345, Mueller #2600-6-01, Kennedy IBBM Swing Check Valve, American “50” Line with Weight and Lever

Valves shall be contained underground in a separate precast concrete box, with a traffic rated lid.

Electrical Equipment:

All wetwell electrical equipment shall be explosion proof and meet National Electrical Code Class 1, Division 2, Group D requirements. All drywell electrical equipment shall be NEMA 4.

Telemetry and level sensing equipment compatible with the City's latest SCADA equipment shall be provided. Alarms shall be activated in cases of high water, power failure, pump failure, use of the lag pump, unauthorized entry, or any cause of pump station malfunction.

Standby Power:

Pump stations of greater than 1.0 mgd peak flow capacity shall include permanent installation of an emergency standby power generator with an automatic transfer switch. Engines shall be provided with silencing equipment appropriate for the adjacent land use per zoning and General Plan requirement. The location and tank design of the generator fuel tank shall be reviewed and approved by the fire department.

Smaller capacity stations, where approved, shall provide dual, manually switchable electrical feeds from a separate transformer.

Potable Water Service:

A potable water service with a reduced pressure backflow prevention device (Febco Model 825) is required for all pump stations.

Site / Location:

Lift stations shall not be located within the traveled way of streets, and shall be easily accessible for maintenance personnel. All lift stations shall be fenced, and lift station items within the fenced area shall be set back per the appropriate code, or as required for site access.

Lift station sites shall be paved with a durable surface as required for access by maintenance vehicles, as approved by the City Engineer. Storm drainage shall be provided for the lift station site, as required.

Instructions and Equipment

Three complete sets of operational instructions (including emergency procedures and maintenance schedules), special tools, and such spare parts (i.e., mechanical seals, wear rings, filters, etc.) as may be necessary shall be provided for all pump station equipment.

6.603 Force Mains

At average pump flow, a velocity of at least 2 feet per second shall be maintained. Maximum velocity shall be limited to 8 feet per second.

To maximize pump efficiency, it is preferable to provide a force main design that gradually slopes upward from the pump station discharge, to the point of downstream connection. Low points or sumps in the force main are not allowed. High points in the force main shall be avoided. An automatic air relief valve shall be placed at high points in the force main to prevent air locking.

Force mains shall enter the gravity sewer system at a point not more than 1 foot above the flow line of the receiving manhole.

EXHIBIT A

The force main and fittings, including thrust blocking, shall be designed to withstand normal pressure and pressure surges (water hammer).

The following standard pipe materials shall be used for force-main construction and shall conform to the applicable ASTM or AWWA specification (latest revision)

Pipe Material Specification

Ductile iron pipe	AWWA C151
w/polyethylene lining & polyethylene encasement*	ASTM D1248, Class C, 30 mil thickness
PVC Plastic Pipe	AWWA C105
	AWWA C900

* polyethylene encasement may be omitted if a corrosivity soils report provided per Appendix A of AWWA C105 indicates encasement is not needed Alternate linings may be approved on a case-by-case basis.

Pipe strength (Class) shall be determined by accepted engineering principles and the pipe specification based on the design pressure.

Friction losses through force mains shall be based on the Hazen-Williams' formula with a value for "C" equal to 120.

Separation from Water Mains

Force main separation from water mains shall conform to applicable State Dept. of Health Services regulations (legal min), and City Standards. The appropriate construction details shall be shown on the plans.

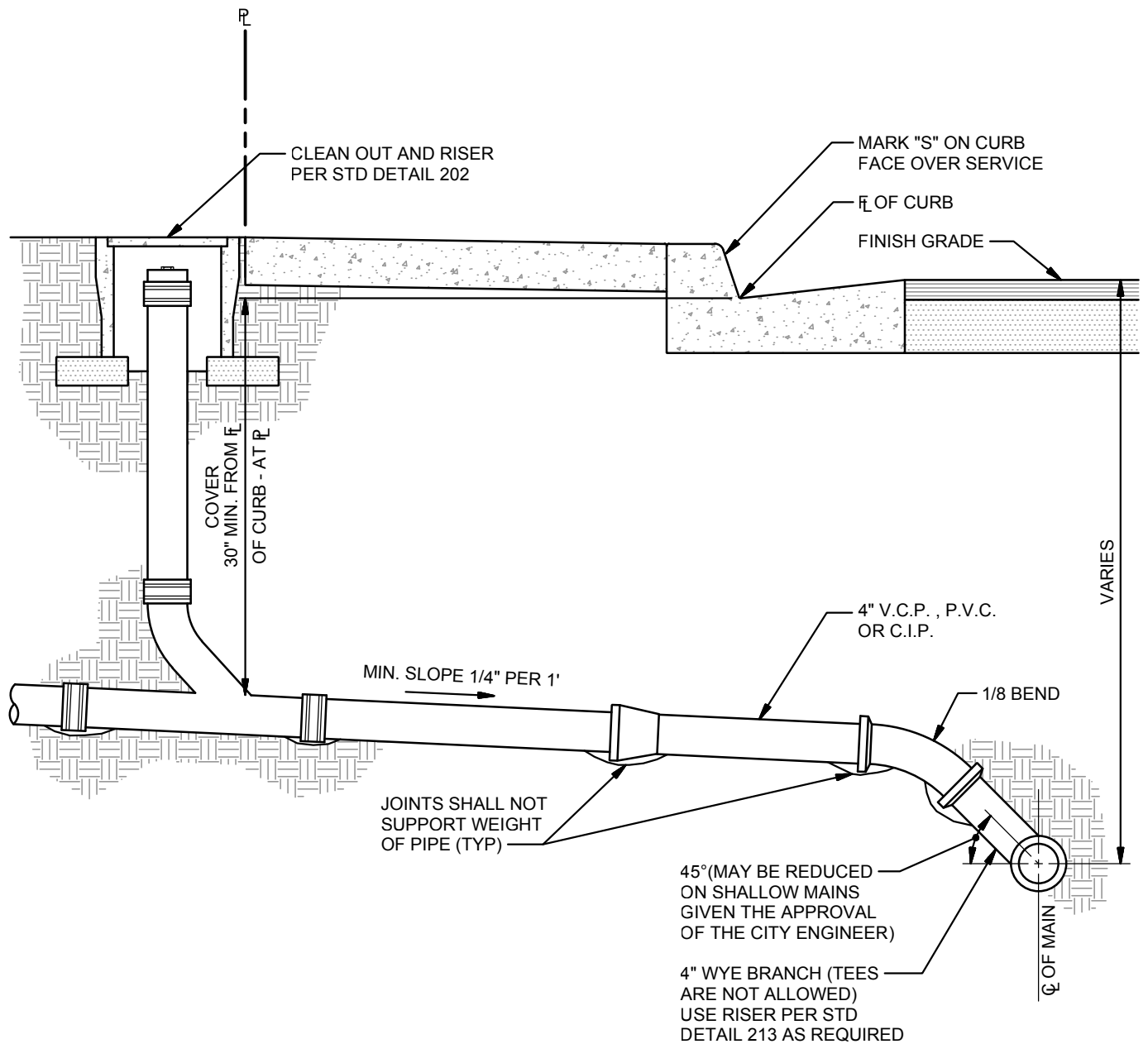
**City of Riverbank
STANDARD PLANS
WASTEWATER**

EXHIBIT A

TABLE OF CONTENTS

Drawing No.	Description
601	Sewer Lateral
602	Cleanout
603	Cut – In - Wye
604	Lamphole
605	Standard Manhole
606	Manhole Cone
607	Manhole Base
608	Sanitary Sewer Drop In Existing Manhole & Drop Manhole
609	Sampling Manhole
610	Terminal Manhole
611	Manhole Cover to New Grade
612	Sewer Riser
613	Sand and Grease Interceptor

EXHIBIT A



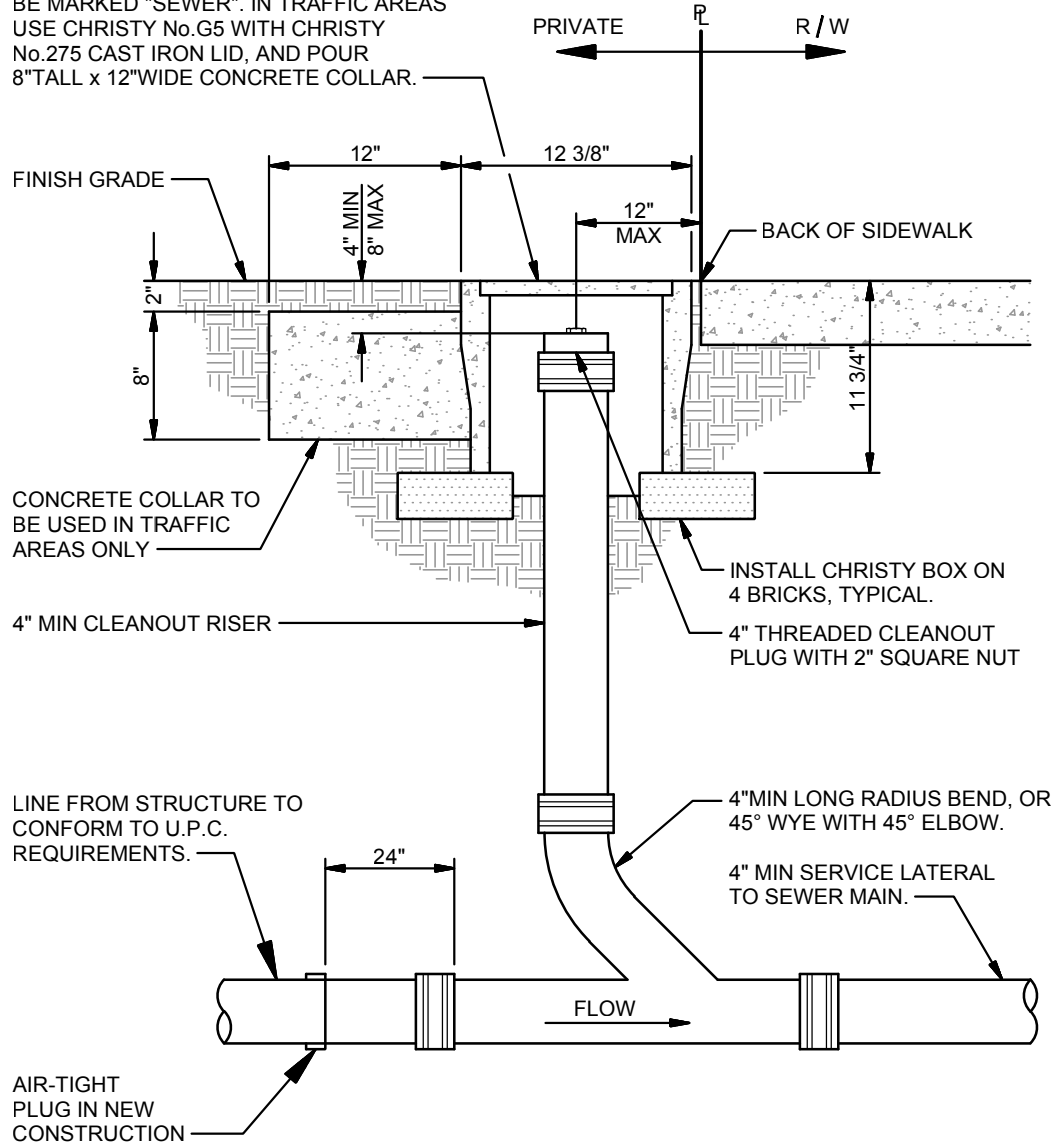
NOTES:

1. IN STREETS WHERE FLOWLINE OF MAIN SEWER IS MORE THAN 5 FEET BELOW FINISHED GRADE, A RISER WITH A 45° ELBOW MAY BE USED UP TO A POINT 5 FEET BELOW CURB GRADE, OR HOUSE CONNECTION MAY BE PLACED ON A UNIFORM SLOPE UP TO A POINT 5'-0" BELOW TOP OF CURB.
2. IF COVER IS LESS THAN 2'-6", ENCASE PIPE IN CONCRETE MINIMUM OF 4" THICK.
3. SEE SECTION 500 REGARDING BEDDING AND BACKFILL REQUIREMENTS.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			SEWER LATERAL	
_____ SIGNATURE				
DRAWN BY: GK	DATE: 9/18/14	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO.
REVISIONS: NONE	SECTION: SEWER	DRAWING NAME: 601.DWG	____ - ____ - ____	601

EXHIBIT A

CHRISTY F8 PROTECTION BOX WITH
CHRISTY F8D CONCRETE LID. ALL LIDS TO
BE MARKED "SEWER". IN TRAFFIC AREAS
USE CHRISTY No.G5 WITH CHRISTY
No.275 CAST IRON LID, AND POUR
8" TALL x 12" WIDE CONCRETE COLLAR.



NOTES:

1. CLEANOUT RISER SHALL BE THE SAME SIZE AS THE SEWER LATERAL.
2. CLEANOUT SHALL BE LOCATED JUST BEHIND THE R/W LINE OUTSIDE THE R/W.
3. WYE AND CLEANOUT RISER COMBINATION MAY BE CAST IRON, PVC OR VITRIFIED CLAY PIPE.
4. ALL COUPLINGS SHALL HAVE STAINLESS STEEL BANDS.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

CLEANOUT

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9/18/14

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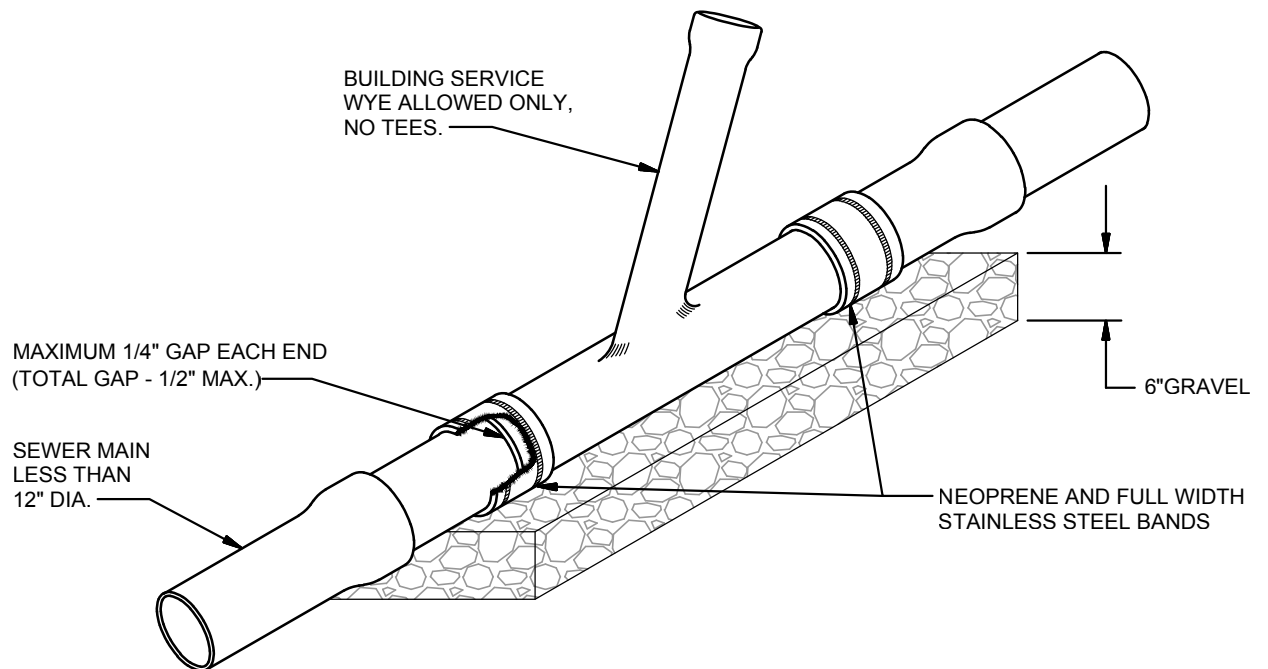
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SEWER

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602.DWG

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602

EXHIBIT A



NOTES:

1. CUTS ARE TO BE MADE WITH A PIPE CUTTING TOOL.
2. SHEAR RINGS OF A TYPE APPROVED BY THE CITY ENGINEER SHALL BE INSTALLED ON ALL JOINTS.
3. TO BE USED ON EXISTING MAINS ONLY.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

CUT - IN - WYE

SIGNATURE _____

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GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

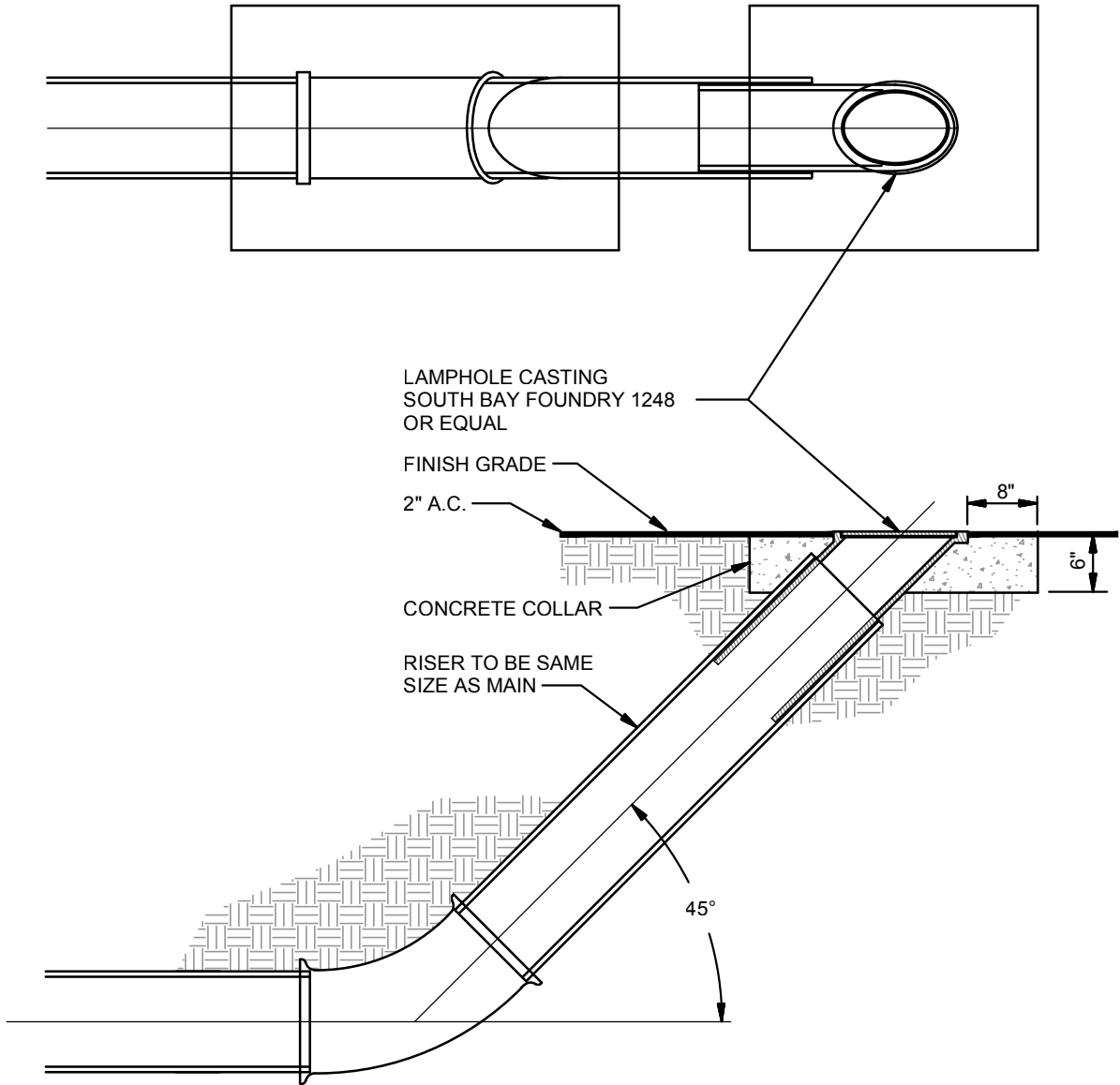
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SEWER

DRAWING NAME:
603.DWG

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603

EXHIBIT A



NOTE:

1. LAMP HOLE TO BE USED AT DISCRETION OF CITY ENGINEER AT THE ENDS OF SHORT MAINS OR WHEN A SMALL NUMBER OF SERVICES ARE CONNECTED TO MAIN.
2. LAMP HOLES MAY BE INSTALLED AT SEWER LINES STUBBED FOR FUTURE EXTENSION.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

LAMP HOLE

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REVISIONS:
NONE

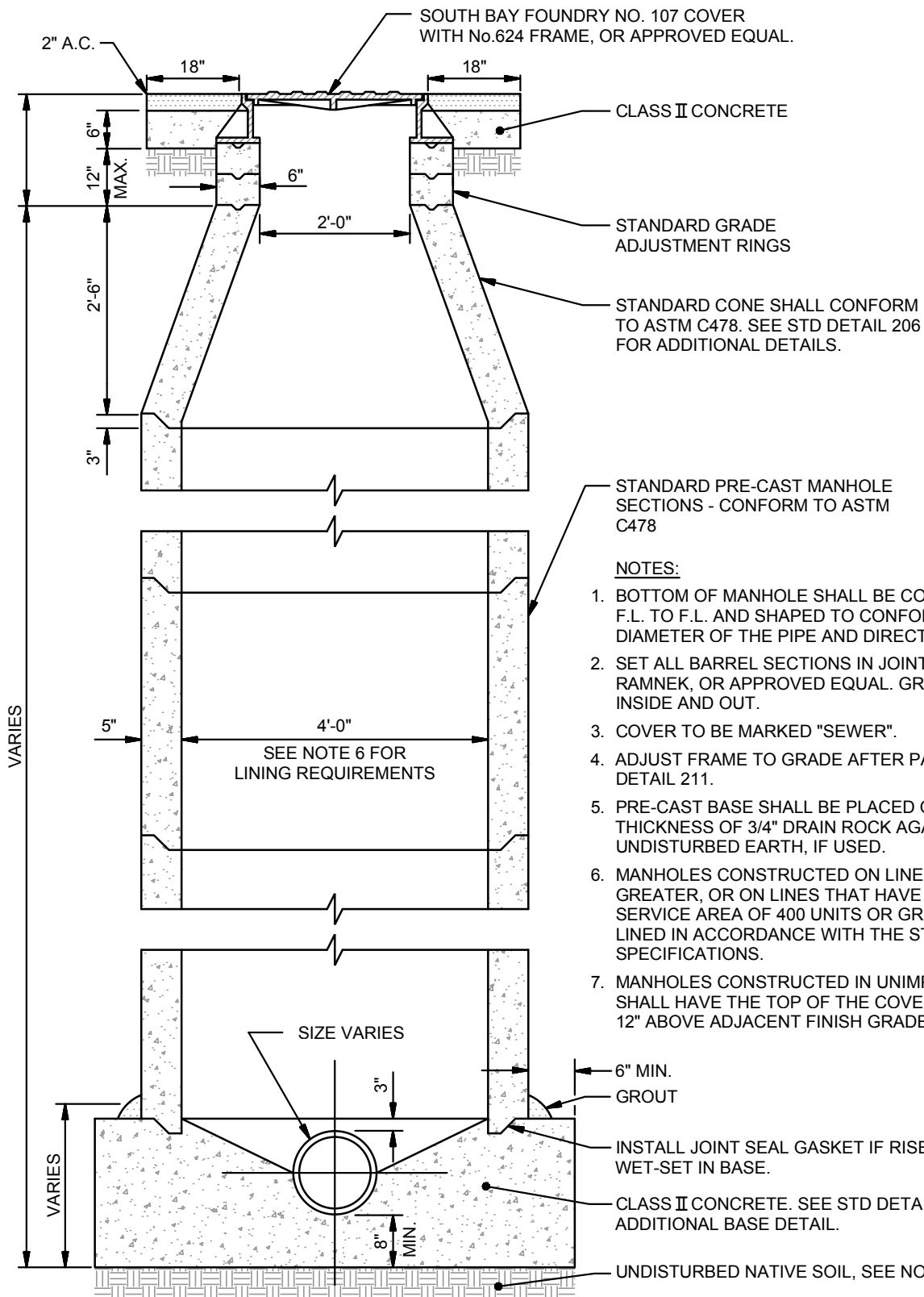
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604

EXHIBIT A



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

STANDARD MANHOLE

SIGNATURE

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GK

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9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

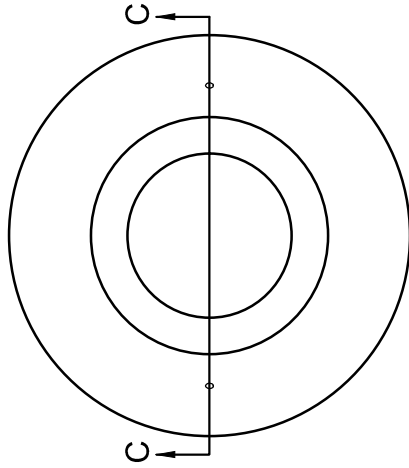
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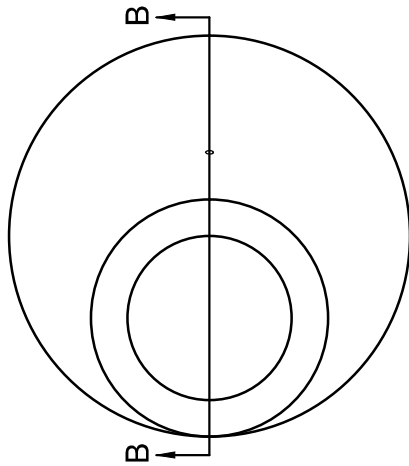
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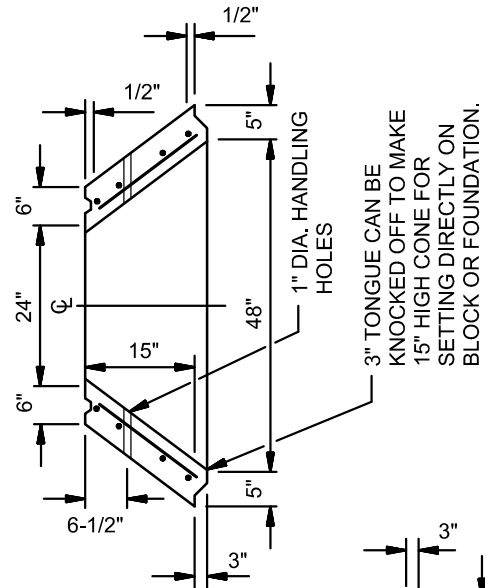
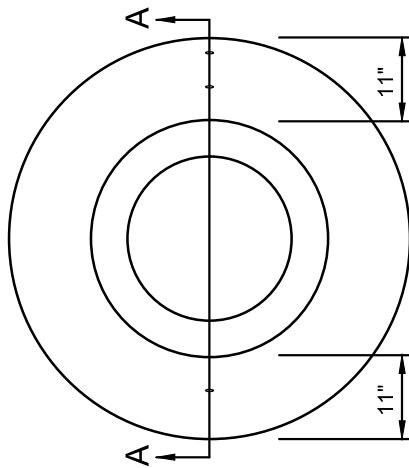
CONCENTRIC SHORT CONE



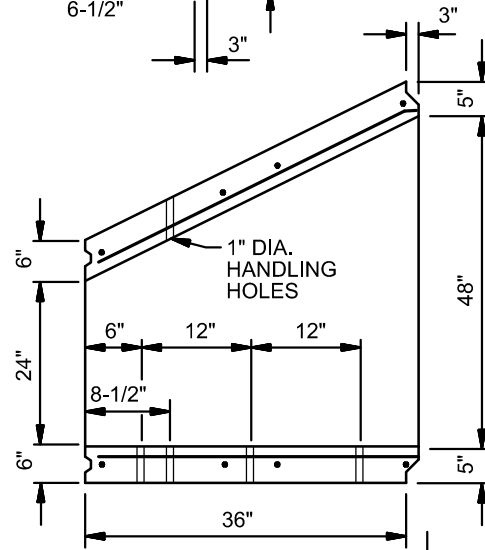
ECCENTRIC CONE



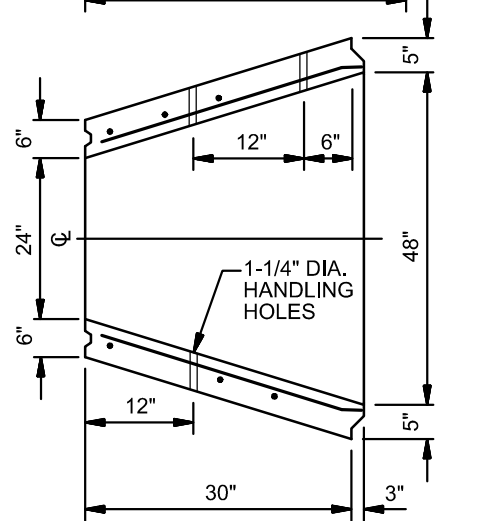
CONCENTRIC CONE



SECTION C-C



SECTION B-B



SECTION A-A

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

MANHOLE CONE

SIGNATURE

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

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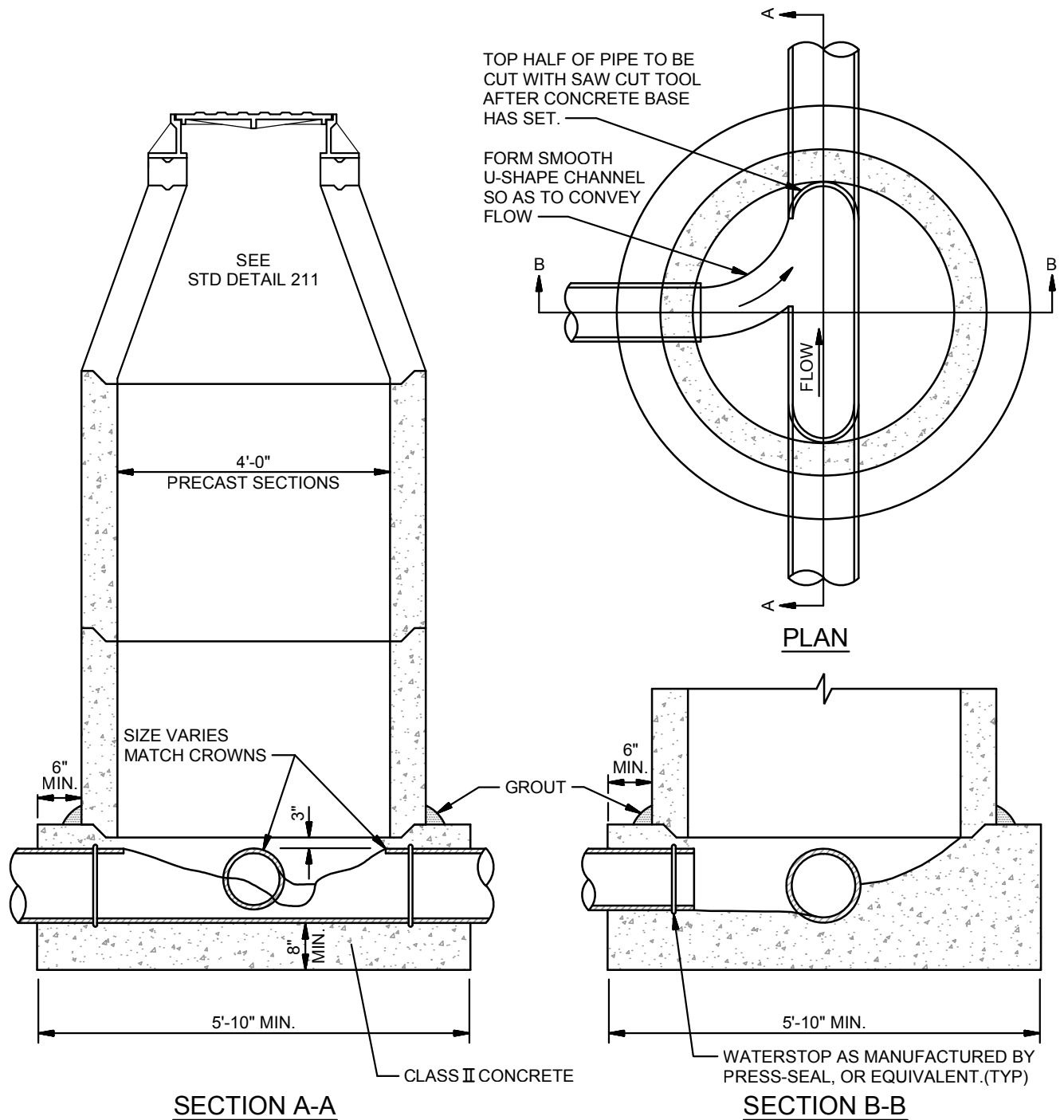
REVISIONS:
NONE

SECTION:
SEWER

DRAWING NAME:
606.DWG

606

EXHIBIT A



NOTES:

1. PIPE TO BE LAID THROUGH MANHOLE AND TOP HALF REMOVED AFTER CONCRETE HAS SET.
2. POUR IN PLACE BASES TO BE POURED AGAINST UNDISTURBED NATIVE SOIL. PRE CAST BASES SHALL BE SET ON A 6" MIN LAYER OF 3/4" DRAIN ROCK ON UNDISTURBED NATIVE SOIL.
3. FLEXIBLE RUBBER MANHOLE GASKETS SHALL BE INSTALLED AT ALL PIPE PENETRATIONS INTO THE BASE. USE PRESS-SEAL WATERSTOPS, OR SIMILAR.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

MANHOLE BASE

SIGNATURE

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GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
SEWER

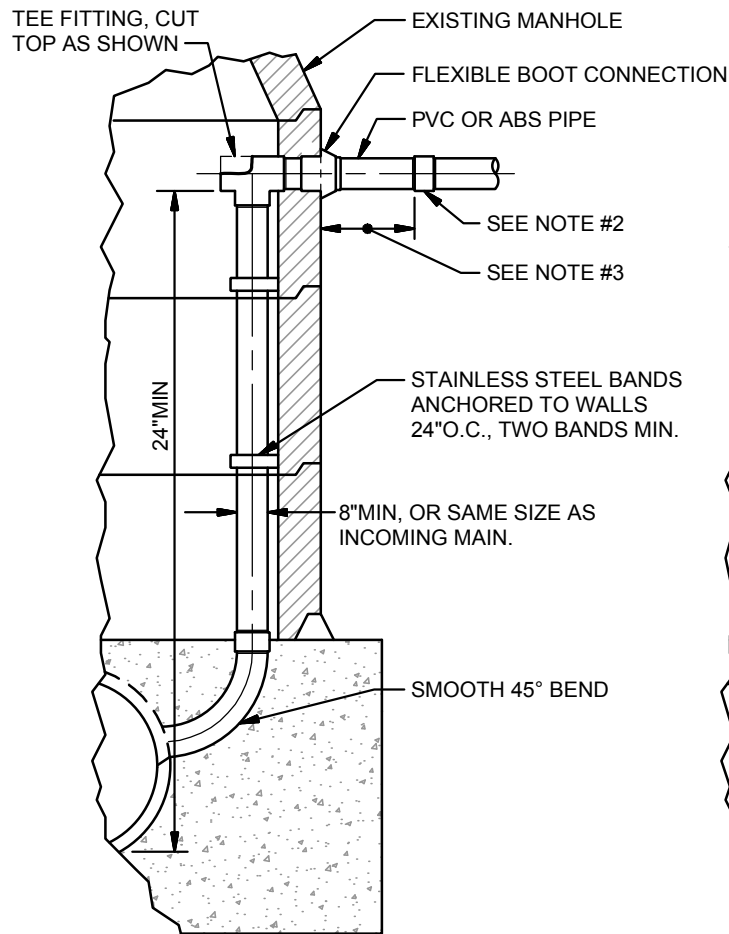
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607.DWG

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607

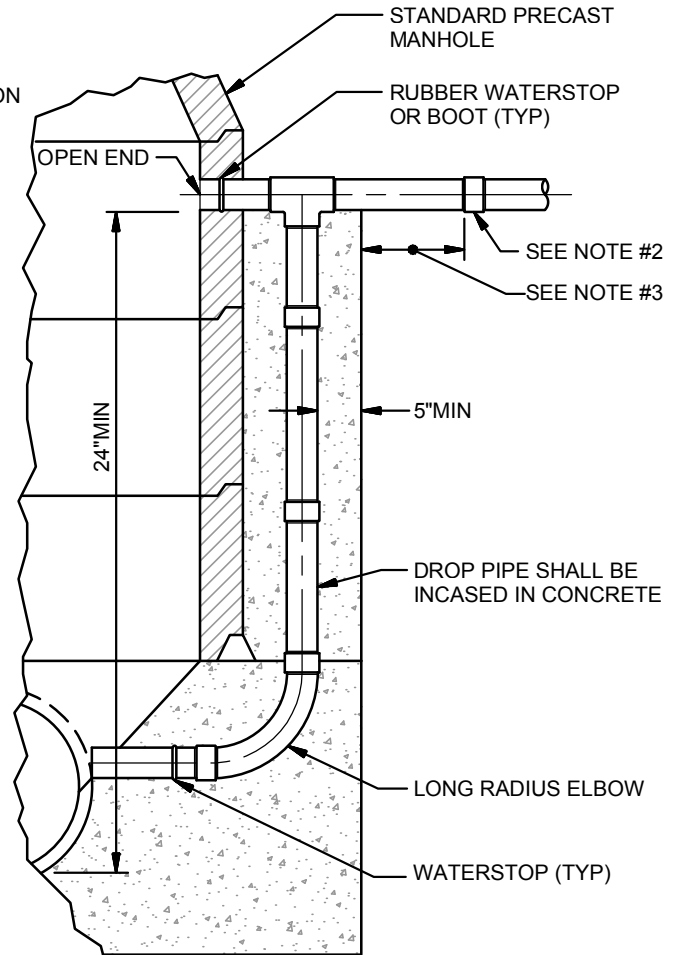
EXHIBIT A

SANITARY SEWER DROP IN EXISTING MANHOLE



THIS TYPE OF DROP CONNECTION SHOULD BE USED ONLY ON EXISTING MANHOLES, AS APPROVED BY THE CITY ENGINEER.

SANITARY SEWER DROP DROP MANHOLE



THIS TYPE MANHOLE SHALL BE USED WHERE THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE OUTLET PIPE AND THE INVERT OF THE FEEDER OR COLLECTOR SEWER EXCEEDS 24"

NOTES:

1. MORE THAN A 2' DROP FOR AN INCOMING PIPE SHALL REQUIRE A DROP CONNECTION.
2. FLEXIBLE JOINT-BELL & SPIGOT OR ADJUSTABLE REPAIR COUPLING (ARC). SOLVENT WELDED NOT PERMITTED.
3. 12" MAX. FOR 8" OR LARGER PIPE. 24" MAX. FOR PIPES LESS THAN 8".
4. INSIDE DROP CONNECTIONS NOT PERMITTED ON NEW MANHOLES.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

SIGNATURE

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

REVISIONS:
NONE

SECTION:
SEWER

DRAWING NAME:
608.DWG

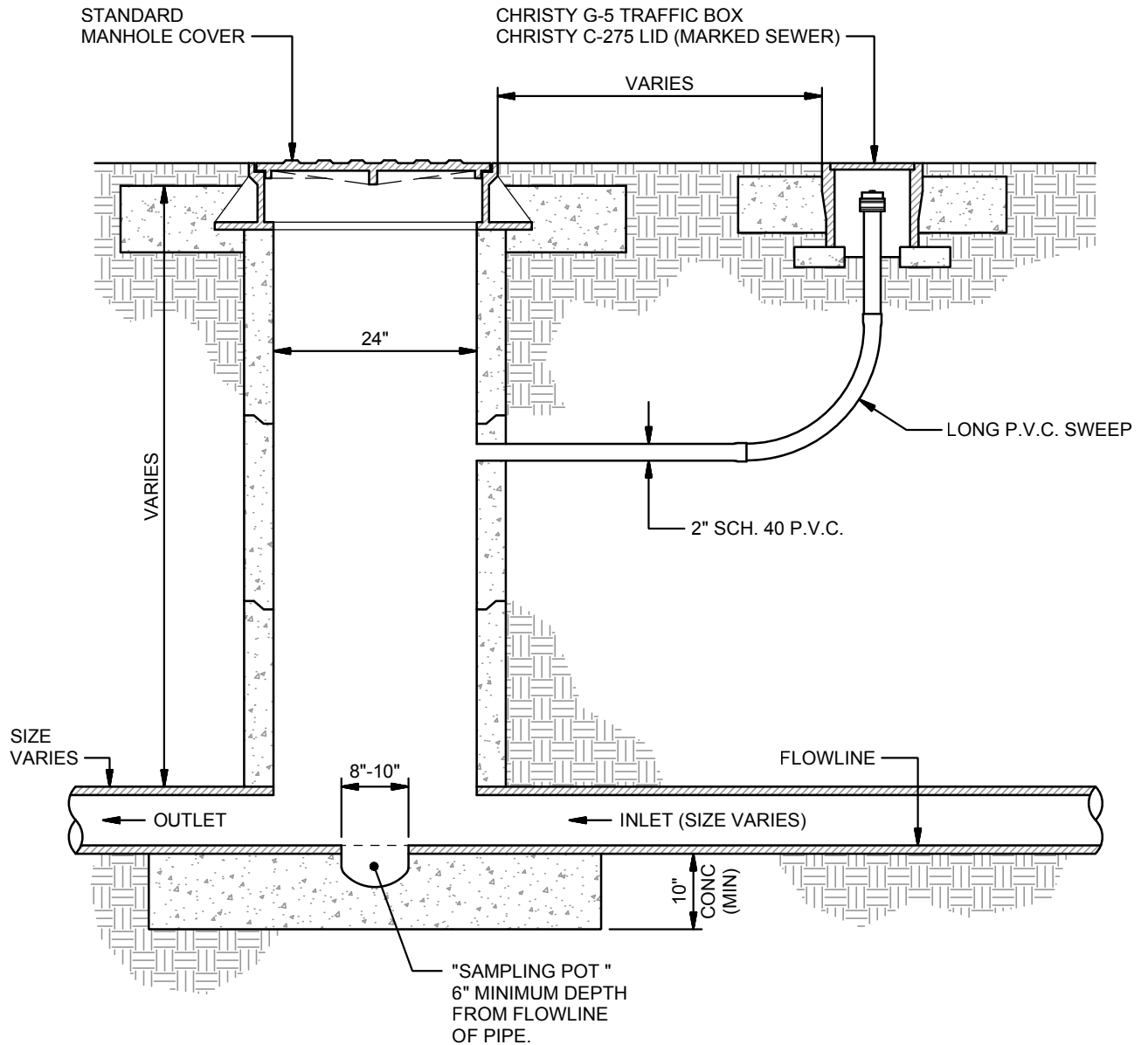
**SANITARY SEWER DROP
IN EXISTING MANHOLE
& DROP MANHOLE**

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

608

EXHIBIT A



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

SAMPLING MANHOLE

SIGNATURE

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

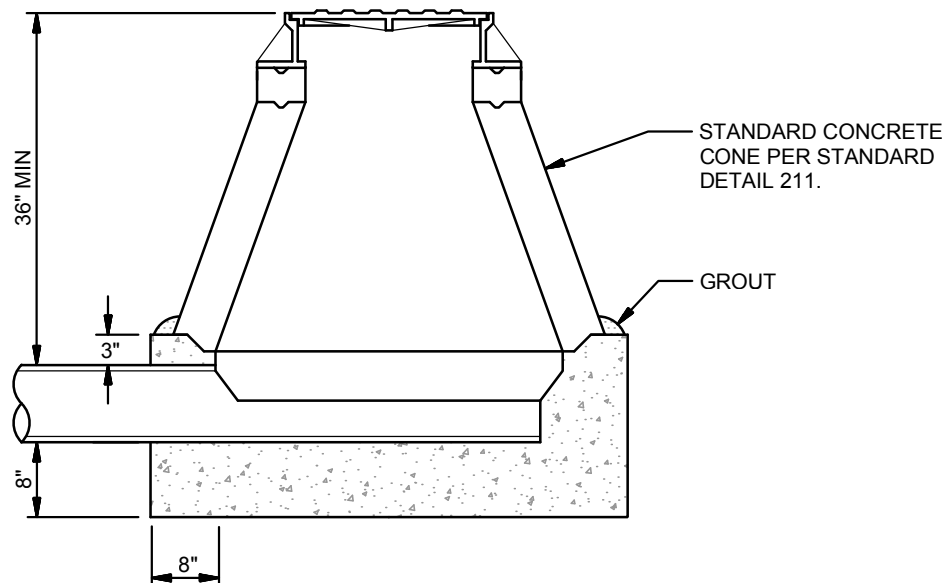
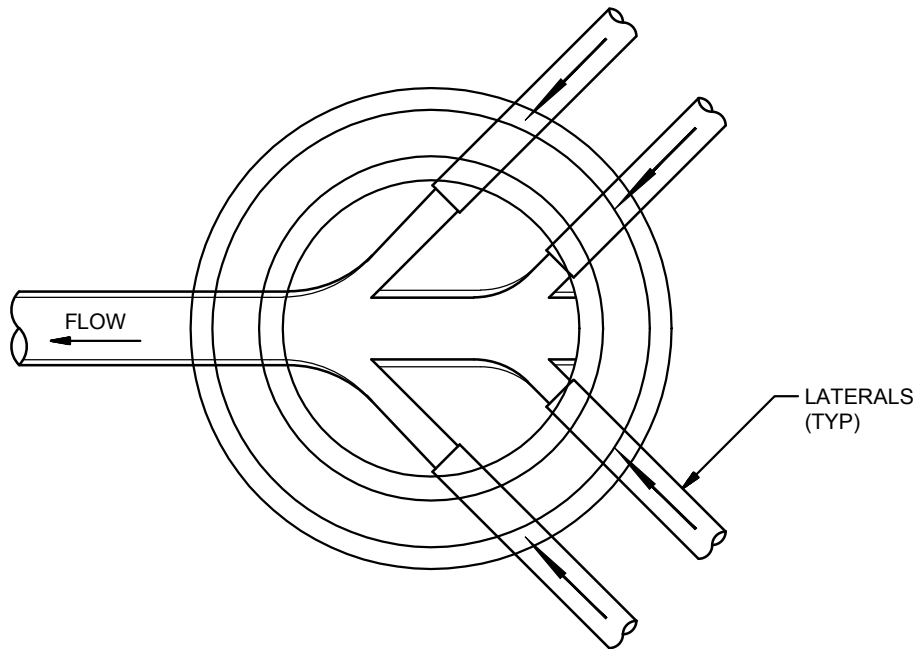
REVISIONS:
NONE

SECTION:
SEWER

DRAWING NAME:
609.DWG

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609

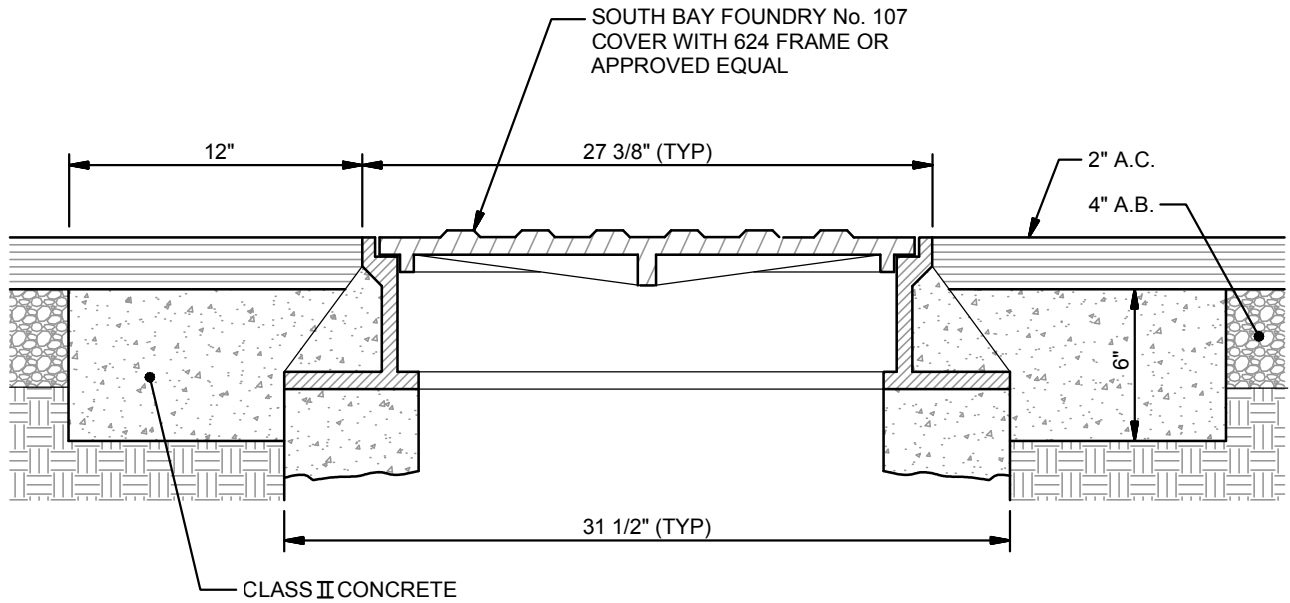


NOTES:

1. ALL SEWER LATERALS SHALL BE CONNECTED TO THE MAIN.
2. A MAXIMUM OF 4 LATERALS SHALL CONNECT INTO A TERMINAL MANHOLE.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			TERMINAL MANHOLE	
SIGNATURE				
DRAWN BY: GK	DATE: 9/18/14	SCALE: NTS	ADOPTED BY THE CITY COUNCIL: — — —	DRAWING NO. 610
REVISIONS: NONE	SECTION: SEWER	DRAWING NAME: 610.DWG		

EXHIBIT A



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**MANHOLE COVER
TO NEW GRADE**

SIGNATURE

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

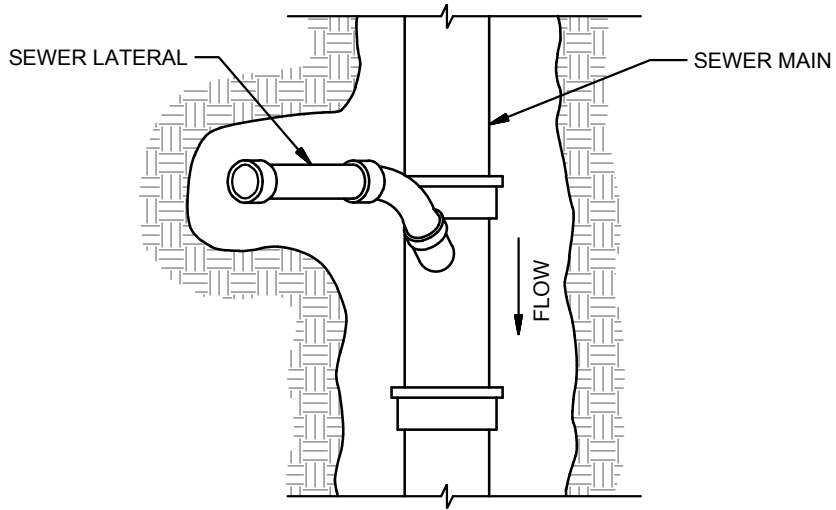
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SEWER

DRAWING NAME:
611.DWG

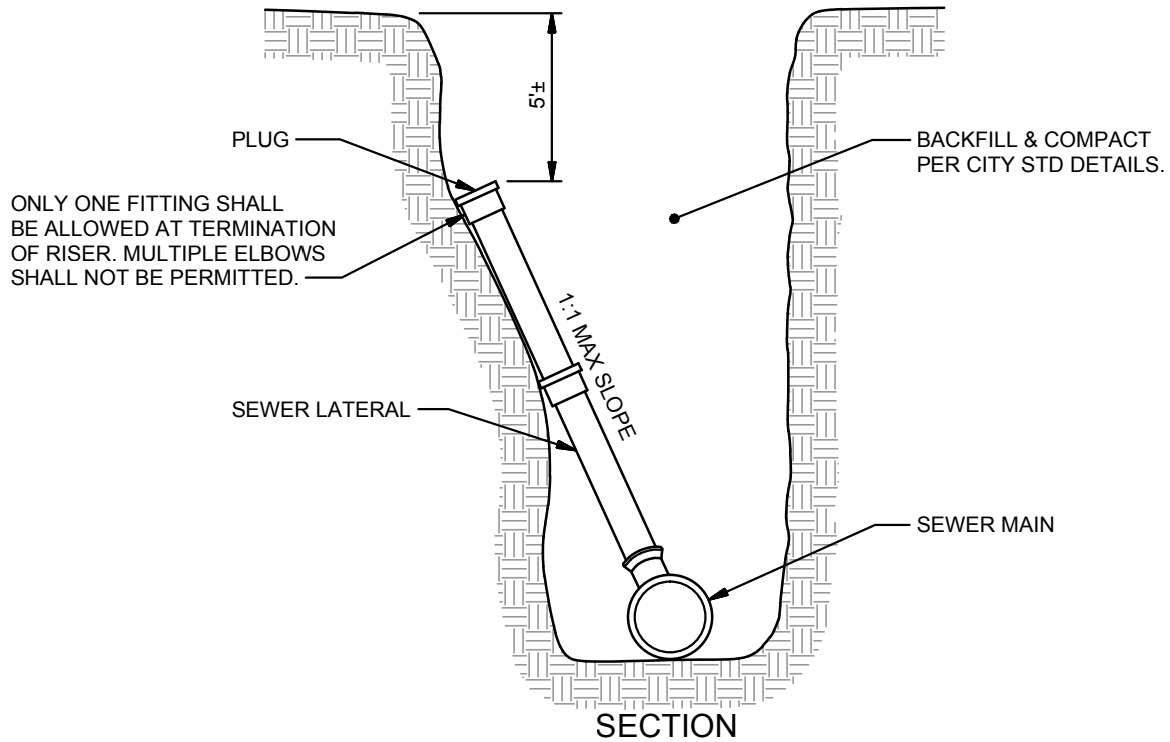
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EXHIBIT A



PLAN



SECTION

NOTE:

SEWER RISER TO BE USED IN CONJUNCTION WITH SEWER LATERAL PER STD DETAIL 201 AS NECESSARY. MAINS EXCEEDING 12' OF COVER SHALL REQUIRE A FLYLINE FOR LATERALS.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

SEWER RISER

SIGNATURE

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

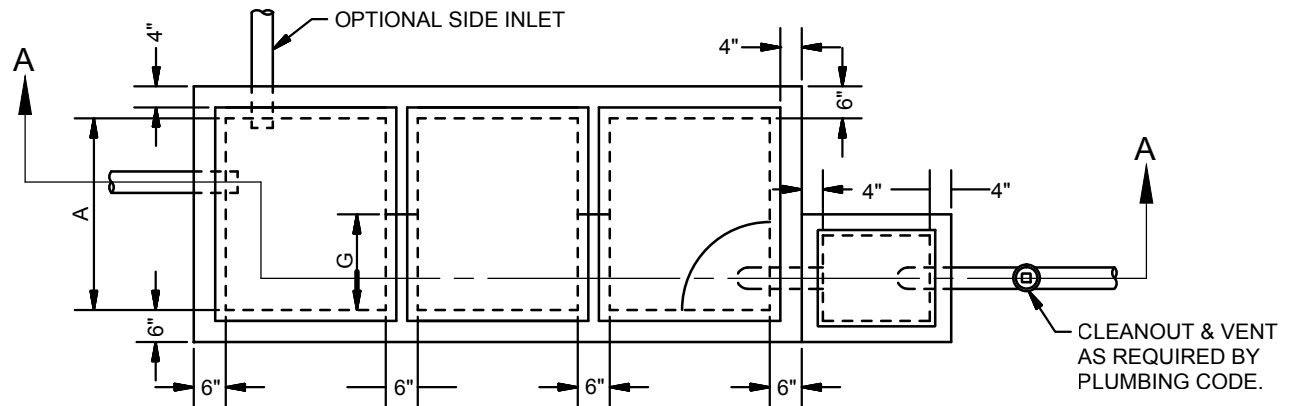
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SEWER

DRAWING NAME:
612.DWG

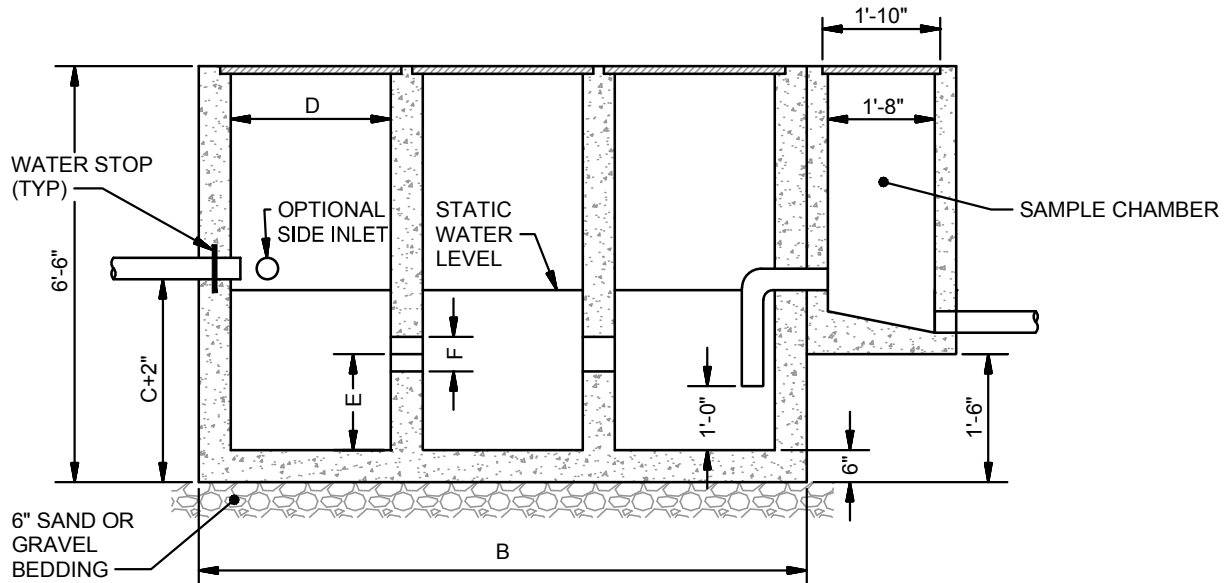
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EXHIBIT A



PLAN VIEW



SECTION A-A

NOTES:

1. AN ACCEPTED ALTERNATE IS P&L CONCRETE PRODUCTS PRECAST GREASE TRAP WITH ADDED SAMPLE CHAMBER ON OUTLET AS SHOWN ON THIS DRAWING.
2. ALL LIDS TO WITHSTAND H-20 LOADING. STANDARD MANHOLE FRAMES, COVERS AND GRADE RINGS ARE ACCEPTABLE FOR ACCESS. ACCESS TO BE PROVIDED TO EACH CHAMBER.
3. INTERCEPTORS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTIONS 1009 THROUGH 1017 AND APPENDIX H OF THE UNIFORM PLUMBING CODE, AS APPLICABLE.
4. INTERCEPTORS SHALL BE OF THE THREE-STAGE TYPE WITH A SAMPLING CHAMBER, AS SHOWN IN THIS DRAWING
5. CONTRACTOR IS TO PROVIDE SUBMITTAL DATA TO CITY PUBLIC WORKS DEPARTMENT OF PRE MANUFACTURED UNITS FOR REVIEW PRIOR TO CONSTRUCTION.

CAPACITY GALLONS	DIMENSIONS							COVER SIZE	METAL COVERS	PIPE SIZE
	A	B	C	D	E	F	G			
510	3'-0"	9'-6"	3'-0"	2'-6"	1'-6"	4 1/2"	1'-6"	2'-10"x3'-4"	1/4" STEEL PLATE	4"
866	3'-5"	10'-3"	4'-0"	2'-5"	2'-0"	0'-6"	1'-9"	3'-10"x3'-10"	3/8" ALUMINUM PLATE	4"
1260	4'-0"	12'-6"	4'-0"	3'-6"	2'-0"	0'-6"	2'-0"	3'-10"x4'-4"	3/8" ALUMINUM PLATE	4"

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

SAND AND GREASE INTERCEPTOR

SIGNATURE _____

DRAWN BY:
GK

DATE:
9/18/14

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
SEWER

DRAWING NAME:
613.DWG

— — —

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**City of Riverbank
DESIGN STANDARDS
WASTEWATER**

EXHIBIT A

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- H. Pipe to Manhole Connections

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EXHIBIT A

SECTION 6: SANITARY SEWER

6.100 MATERIALS

A. General

The City Engineer shall approve the source and supply of materials.

B. Gravity Sewer Pipe

1. Vitrified Clay Pipe shall be extra strength, bell and spigot end compression joint pipe, conforming to ASTM C700 as it applies to unglazed vitrified clay pipe.
2. Ductile Iron Pipe shall be Pressure Class 350 and shall conform to ANSI/AWWA C151. All DIP shall be protected by a polyethylene encasement meeting the requirements of ANSI/AWWA C105. Fittings shall conform to ANSI/AWWA C110.

Ductile Iron Pipe for use in gravity sewer systems shall be lined with Protecto 401 Ceramic Epoxy Liner or equal.

3. Polyvinylchloride Pipe (PVC) shall be SDR 26, conforming to the requirements of ASTM D3034. Joints shall be gasketed, bell-and-spigot, push-on type with elastomeric seals conforming to ASTM D3212. Gaskets may be factory installed or field installed, as recommended by pipe manufacturer.

C. Service Laterals

Pipe shall be the same type and class as that used for the main.

Joints and Couplings for laterals shall be the same type and specifications as those used for the main.

D. Manholes

1. Standard Precast :

Sanitary sewer section manholes shall be precast reinforced concrete conforming to ASTM C 478. The manhole base, risers and cone shall have a minimum compressive strength of 3,000 psi at 28 days. Manholes shall be constructed in accordance with the Standard Details.

2. Lined Manholes:

When required by City Standards or indicated on the plans, manholes shall be SuperCoat or Polyurethane lined. The scope of the lining shall include, unless otherwise shown on the plans, all unlined interior concrete surfaces of the manhole. The Contractor shall provide submittal data for review and approval by the Public Works Department prior to application.

Polyurethane Lining: The lining material shall be an epoxy base coat under a polyurethane finish coat. The material shall be Sancon 100, or equivalent. The epoxy base coating shall be applied to a minimum thickness of 3 mils. The polyurethane shall be applied to a thickness of 125 mils (1/8") in one (1) continuous coat, without seams, free from any holes or defects.

SuperCoat Lining:

EXHIBIT A

SuperCoat lining by Lafarge aluminates. The lining shall be applied by a licensed SuperCoat applicator and in accordance to the product recommendations. The depth of the application shall be $\frac{3}{4}$ " to 1" minimum.

Lining System Warranty:

Lining System shall be warranted for five (5) years against any type of failure. The Contractor shall remove and replace all failures at his expense.

I. Castings

Iron castings for manhole covers and frames shall conform to ASTM A 48, Class 25 and be of the dimensions and makes/models shown on the Standard Details.

All castings shall be sound and free from shrinkage cracks, blowholes, and other defects. All fins and burnt sand must be removed. Excessive porosity and spongy surfaces will constitute causes for rejection.

The manhole cover shall seat evenly and firmly in the frame. Cast iron frames and covers shall be dipped or painted with asphalt, which will form a tough, tenacious, non-scaling coating which does not have a tendency to become brittle when cold or sticky when hot.

F. Cleanouts

Cleanout frames and covers shall be manufactured, tested and otherwise furnished in accordance with the Standard Specification of Fray Iron Castings ASTM A 48, Class 30. The contact surfaces of frames and cover shall be machine surfaced to eliminate rattling and other movement under traffic. Castings shall be equal in materials and construction to Christy F14, or equal. Concrete shall be Class II and have a 28-day compressive strength of 3,000 psi.

G. Carrier or Casing Pipe

Pipe used as a conductor pipe under a highway or railroad shall be welded steel pipe. The Pipe shall conform to the Standard Specifications for Public Works Construction (Greenbook) Section 207-10, "Steel Pipe". The protective lining and coating, if any, shall be as shown on the plans or specified in the Special Provisions.

When the conductor pipe is to be installed by boring and jacking, the wall thickness shall be $\frac{1}{4}$ " for sizes up to and including 24" in diameter, and $\frac{5}{16}$ " for sizes 27" to 36" in diameter, unless otherwise specified.

H. Pipe to Manhole Connections:

A Waterstop grouting ring or seal shall be used for pipe penetrations into cast-in-place manhole bases. Flexible rubber boot connections with stainless steel components shall be used for pipe penetrations into the walls of the manhole, or into pre-cast bases. Connections shall be installed as per the manufacturer's recommendations, and shall meet the requirements of ASTM C 923.

EXHIBIT A

6.200: INSTALLATION

A. Sanitary Sewer Installation

1. All sanitary sewer pipe installations shall be accomplished as specified herein except where modified by the requirements specific to the various types of pipeline materials specified under Section 5.03.
2. All pipes shall be laid to conform to the prescribed line and grade as shown on the plans and each pipe length checked to the grade line, which the Contractor establishes from the grade stakes.
3. Each length of pipe shall be laid on compacted, approved bedding material as specified and shall have full bearing for its entire length between bell holes excavated in said bedding material to allow for unobstructed assembly of all bell and spigot joints. "Stabbing", "Swinging In", or "Popping On" spigot ends of pipe into bell ends will not be permitted. After jointing is accomplished, all spaces between pipe and bell holes shall be packed with bedding material, taking care not to damage, move or lift the pipe from its bedding support.
4. Adjustments of pipe to line and grade shall be made by scraping away or filling in and tamping approved material under the body of the pipe. No wedging or blocking to support the pipe will be permitted.
5. A sewer line, unless otherwise approved by the Inspector, shall be laid, without break, upgrade from point of connection to existing sewer and with the bell end forward or upgrade. Pipe shall not be laid when the Inspector determines that the condition of the trench or the weather is unsuitable. When pipe laying is not in progress, the forward end of the pipe shall be kept effectively closed with an approved temporary plug or cap.
6. Sewer pipes, branches, stubs, or other open ends which are not to be immediately connected, shall be plugged or capped with a standard watertight plug or cap, as approved by the Inspector for use in the particular installation. The plug or cap shall be placed on a standard end.
7. Pipe entering or leaving manholes or other structures shall have joints within 2½' of the manhole base.
8. In all cases, flexibility of joints at the manhole base shall be preserved to prevent damage to the pipe by differential settlement.
9. All sewer line connections to manholes, trunk sewers, main sewers, or side sewers shall be left uncovered until after the inspection has been made. After approval of the connection, the trench shall be backfilled as specified.

EXHIBIT A

10. If the sewer is to be laid in an area that is to be filled, and the cover prior to filling is less than 5', the pipe shall not be laid until the area has been filled to a level 5' above the proposed pipe and compacted to 90% relative compaction, unless otherwise authorized by the City Engineer.

B. Service Connections

Attention is directed to the Standard Details for additional requirements pertinent to lateral installations.

1. Where indicated on the plans, a cut-in wye shall be used with plain ends along the "run" of the pipe. Tees shall not be used. Cut-in wyes shall be allowed on existing mains, only. For new mains under construction, the wyes shall be connected to the main using standard bell-and-spigot joints. The first pipe segment downstream from the wye shall then be cut (beveled) to the required length so as to fit into the bell of the next downstream pipe end.
2. Cut-in wye connections are only allowed in mains less than 12", otherwise a manhole in accordance with the Standard Details is required.
3. When cutting in a wye, make three (3) initial cuts in the main, 2" to 6" inches apart, and remove the rings. Cut the main to the required length to insert wye.
4. Use well graded, crushed stone or crushed gravel, meeting the requirements of ASTM C 33, Gradation 67 (3/4 to No. 4) shall be placed under the main line and the sewer service lateral within the right-of-way.
5. When joining the cut ends of the existing main to the wye, a "BAND SEAL" with stainless steel shear type sewer repair couplings, or equal; shall be used. Calder couplings, No-Hub couplings or plastic will not be permitted on the "run" of the pipe.
6. Whenever possible, all connections at new and existing manholes shall be made with matching crowns.
7. That portion of any lateral line to be placed under an existing curb and gutter and/or sidewalk shall be done by boring or cutting and replacing the existing curb and gutter and/or sidewalk.
8. The lateral line shall have a clean-out at back edge of sidewalk as shown on the Standard Details. A box shall be installed as noted on detail. Said cleanout shall consist of a combination wye and eighth bend. Laterals and cleanouts shall not be located in the driveway, unless specifically approved by the City Engineer.
9. The wye branches, unless otherwise specified, shall be inclined at an angle of 45 degrees from the horizontal. In no case shall the springline of the lateral be lower than the springline of the main line.
10. The end of the lateral service shall extend a minimum of 24" beyond cleanout wye/riser combination.

EXHIBIT A

11. The location of every sewer service shall be marked with an "S" directly above the service on the face of the curb; the "S" shall be 2" in height and ¼" in depth.

C. Manholes

1. Precast Manhole Construction -Excavation and backfill for all precast manholes shall be in conformance with the requirements of Section 19-3 of the State Specifications and installed as specified herein. All embedment materials under, around and at least 3" over all pipelines located within five feet of structure bases shall be compacted without jetting prior to section placements. All precast manholes shall be constructed to subgrade prior to adjoining sewer pipeline trench and/or structure backfill where such method of compaction is permitted and used.
2. Manholes installed in areas outside of developed areas shall have bolted manhole covers. Rim elevations shall be a minimum of 1' above ground. The exposed manhole above existing ground shall be constructed entirely of grade rings and noted on the plan sheets. If the manhole outside an existing street is in a future street area, then grade rings shall extend below ground at least 18".
3. All joint surfaces of precast sections and face of manhole base shall be thoroughly clean prior to setting precast sections. These various sections shall be set in preformed plastic sealing gaskets of material conforming to the requirements of FEDERAL SPECIFICATION SS-S-00210.
 - a. Installation of gaskets -Apply one (1) coat of primer to clean, dry joint surface (both tongue and groove) and of the two-piece wrapper on the gasket. The outside paper will protect the gasket and assure against stretching. Before setting the manhole section in the trench, attach the plastic gasket strips end-to-end to the tongue or groove of each joint, forming a continuous gasket around the entire circumference of the manhole joint.
 - b. Handling of barrel sections after the plastic gasket has been affixed shall be carefully controlled to avoid bumping the gasket and thus displacing it or contaminating it with dirt or other foreign material. Any gaskets so disturbed shall be removed and replaced if damaged and repositioned if displaced.
 - c. Care shall be taken to properly align the manhole section with the previously set section before it is lowered into position.
 - d. During cold or wet weather, pass direct heat over the concrete joint surface lightly until ice, frost and moisture are removed and surface to be primed is dry and warm immediately before application of primer. Direct heat shall also be passed over plastic gasket strips immediately prior to attaching them to joint surfaces and immediately prior to insertion of tongue into groove.

EXHIBIT A

- e. After manhole section has been set, the excess joint gasket shall be neatly trimmed away, and each joint shall be neatly grouted along the manhole wall, inside and out.
4. The cast-in-place base shall be Class II, 3,000 psi, 28-day concrete with 1½" maximum size aggregate. It shall rest on firm, undisturbed soil, and shall be the dimensions shown on the Standard Details. Where sewer lines pass through manholes, the pipe shall be laid continuously as a whole pipe. Waterstop gaskets, or equivalent, flexible rubber gaskets shall be installed at each pipe penetration into the manhole base. After the manhole base and precast sections have been placed and sufficient time has elapsed to allow all concrete and grout to set, the top half of pipe within the manhole shall be carefully cut off and the sides mortared. All channels so formed form a smooth flowing channel at all flow depths.
5. Temporary covers of 3/8" steel plate of sufficient size to adequately cover the opening shall be placed on the cone until the base is complete and the manhole casting shall then be installed. Suitably located ribs shall be welded to the underside of the cover to hold it in place during any grading operations.
6. The throat of the manhole shall be made of precast concrete rings of the proper inside diameter. The minimum depth of throat permitted shall be one 3" ring between the cone and the frame. The maximum depth permitted shall be 12" of rings between the cone and frame.
7. When adjusting the manhole frame and cover to grade, the frame shall be wired to a 2" x 4" of sufficient length to span the excavation and the throat completed to the right level. Whenever the space between the bottom of the frame and the top of a ring is less than 3" inches, the void may be filled with concrete, poured against a suitable form on the inside of the structure.
8. When adjusting an existing manhole to grade and the total depth of the throat from the top of the frame to the bottom of the throat exceeds 18", the upper portion of the manhole shall be removed to the first full-size manhole section. The upper portion shall then be reconstructed as outlined above.
9. Penetrations for connections to existing manholes shall be core drilled or neatly sawcut by the contractor. Use of a pneumatically powered chipping hammer for use in the removal of the sections of the manhole wall or base shall be on a case-by-case basis and only with the prior approval of the on site inspector. The surface edge of the opening shall be ground or milled as necessary, with all reinforcing wire ground to the level of the surrounding concrete wall of the opening. Reinforcing wire shall be removed and not be permitted to remain in the cut. Bent wire left in cut shall not be permitted.
10. Sealing the pipe shall be accomplished through the use of either a mechanically installed, flexible watertight boot connection, a cast-in-place watertight flexible boot connection, or a similar flexible sealing gasket. Boot connections shall use stainless steel bands and components, and shall conform to the requirements of

EXHIBIT A

ASTM C923. Contractor shall provide submittal data prior to construction for review and approval by the onsite inspector. All sealing gaskets and/or boot connections shall be installed in accordance with the manufacturer's recommendations.

11. Before any work is started on adjusting or repairing a manhole, the channels in the base shall be covered with strips of wood, and the entire base covered with a heavy piece of canvas. This cover shall be kept in place during all work. Upon completion of the work the wood strips and the canvas shall be removed from the manhole, allowing no debris to fall or remain in the manhole.

12. Lined Manholes

Installation of the SuperCoat, or Polyurethane lining shall conform to the requirements as specified by manufacturer.

- a. Field Joints: All joints between lined pipe and lined structures shall be either Type C-1 or Type C-2 as defined in Section 311-1 of the Standards Specifications for Public Works Construction (SSPWC). Field joints between sections of lined pipe shall be Type P-1 as defined in Section 311-1 of the SSPWC specifications. When transitioning between lined and unlined pipe, a factory "turn back" shall be used or a type 316 stainless steel band and neoprene gasket/termination secured with type 316 stainless steel wedge anchors provided at the transition for the full pipe circumference. Contractor shall provide transition details to the Engineer for review prior to installation. Unless shown otherwise, field joints in lined structures shall be one (1) of the following types defined in the SSPWC: Type C-1, Type C-2 or Type C-3.
- b. Field Welding and Testing:
Field welding and testing of the lining of structures and between pipe and structures shall be made in strict conformance with lining manufacturer's instructions and recommendations. All tests shall be performed by the contractor in the presence of the City inspector. The inspector shall be notified at least 24 hours in advance of a scheduled test.
- c. Polyurethane Lining Surface Preparation:
The Contractor shall furnish all labor, material and equipment necessary for the preparation of surfaces, application of lining, safety procedures, protection of existing surfaces, equipment and cleanup.

All new concrete surfaces shall be grit blasted to provide proper adhesion of coating system. All debris produced from the blasting operation shall be removed from the structure prior to coating. No debris shall be allowed to enter the sewer system. The concrete surfaces shall be air dried prior to installation of the liner.

All unnecessary holes in structure shall be sealed prior to lining with acid resistant sealant recommended for surfaces being sealed.

EXHIBIT A

d. Lining Installation:

The lining application shall be performed only by workmen trained and experienced with the specified material. The lining shall be applied by high pressure airless equipment approved by the lining manufacturer. The equipment shall be in good working order to insure correct proportioning and mixing of the components.

The polyurethane shall be applied to a thickness of 125 mils (1/8") in one (1) continuous coat, without seams, free from any holes or defects. The lining shall be installed over dry concrete below the water level by using appropriate bypass equipment.

During the lining application the Contractor shall take wet gage thickness readings as required to insure correct lining thickness.

The finished coating shall be free from porosity, without bubbles or pinholes and uniform in color. All areas in question shall be removed and reworked to the satisfaction of the Engineer.

Application of the lining shall not take place when exposed to rain, fog or high winds. It is the Contractor's responsibility to insure protection of the work from the above-mentioned conditions.

e. Lining System Warranty:

Lining System shall be warranted for five (5) years against any type of failure. Contractor shall remove and replace all failures at his expense.

6.300: Inspection and Testing of Sewer Lines

All testing indicated herein shall be performed after backfill and compaction of the trench, grading and compaction of subgrade, after installation of curb and gutter, and prior to placement of aggregate base and AC paving. Compacted subgrade shall have passed the applicable compaction tests required by these Construction Specifications prior to sewer line testing. All tests shall be performed under the supervision of the City Public Works Department, or their appointed representative. Testing, and any required re-testing, shall be at the expense of the Contractor.

A. Cleaning and Flushing:

Prior to performing a leakage test, the pipe installation shall be thoroughly cleaned. Cleaning shall be performed by the Contractor by means of an inflatable rubber ball. The ball shall be of a size that will fit snugly into the pipe to be flushed. The ball shall be placed in the last cleanout or manhole on the pipe to be cleaned, and water introduced behind it. The ball shall pass through the pipe with only the pressure of the water impelling it. All debris flushed out ahead of the ball shall be removed at the first manhole where its presence is noted. If any wedged debris or damaged pipe shall stop the ball, the Contractor shall remove the obstruction. When a new sewer is connected to an existing line, cleaning and flushing shall be carried out to the first existing manhole downstream from the point of connection.

EXHIBIT A

B. Low-Pressure Air Test:

After completing backfill of a section of sewer line, the Contractor shall at his/her expense, conduct a Line Acceptance Test using low-pressure air. The test shall be performed using the equipment listed below, according to stated procedures and under the supervision of the City Engineer.

PROCEDURE: The section of pipe to be tested shall be isolated by completely blocking all outlets in the section under test. Careful attention must be given to the bracing of all plugs, as the line will be under pressure. One (1) of the plugs used at the manhole must be equipped for an air inlet to fill the line from the air compressor. The air compressor which feeds air into the pipe section must be equipped to control the air entry rate and to prevent the pressure from exceeding 5.0 psig. The air compressor shall be fitted with a blow-off valve to operate at 5.0 psig to prevent an increase in pressure, which could be hazardous to the pipeline.

After the pipe has been wetted, the air shall be allowed to slowly fill the pipeline until a constant pressure of 4.0 psig is maintained. At this point, the air compressor shall be controlled so that the internal pressure in the line is maintained between 4.0 and 3.5 psig for at least two (2) minutes to permit the temperature of the entering air to equalize with the temperature of the pipe wall. If it is necessary to bleed off the air to repair a faulty plug, a new two (2) minute interval must be allowed when the line has been refilled.

When the temperature of the air has reached equilibrium with that of the pipe wall, the air source shall be disconnected. Before disconnecting the air supply, the pressure shall be at 4.0 psig. The gauge is then watched until the air pressure reaches 3.5 psig. When the pressure has reached 3.5 psig, a stopwatch will be started and stopped when the pressure has reached 2.5 psig. The portion of line being tested shall be considered "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig is not less than the time shown for the given diameters in the following table:

SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED

Pipe Dia. (in)	Min. Time (min:sec)	Length for Min. time (ft)	Time for Longer Length(ft)	Specification Time for Length Shown Length (ft), Time (min:sec)						
				100	150	200	250	300	350	400
4	3:46	597	.360L	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	396	.854L	5:40	5:40	5:40	5:40	5:40	5:40	5:42
8	7:34	296	1.520L	7:34	7:34	7:34	7:34	7:36	8:52	10:08
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:50
12	11:20	199	3.418L	11:20	11:20	11:23	14:14	17:05	19:56	22:47
15	14:10	159	5.342L	14:10	14:10	17:49	22:16	26:43	31:10	35:37
18	17:00	133	7.692L	17:00	19:14	25:38	32:03	38:28	44:52	51:17

The air test shall be performed after the completion of backfill and compaction and prior to final paving and pouring of the curbs, gutters and sidewalks.

The Contractor shall furnish all equipment needed to complete this test.

If the installation fails to meet this requirement, the Contractor shall, at his/her own expense, determine the source of leakage. He/she shall then repair or replace all

EXHIBIT A

defective materials and/or workmanship and perform the air test as many times as necessary to achieve an acceptable test.

C. Televised Inspection:

The Contractor shall inspect all new pipelines with closed circuit television and furnish a CD/DVD of the inspection, along with a hard copy report to the City. The Contractor shall give the City Engineer at least two (2) working days notice prior to performing the TV work so a city representative can verify the work.

The Contractor shall clean all lines of dirt and other debris, clean manholes, remove broken pipe, compact trench, raise manhole rims to grade, and pass the air test prior to television inspection. Areas adjacent to manholes shall be leveled and made accessible to the television trailer.

Defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, infiltration points and debris in lines shall be corrected by the contractor at their expense. For joint separations, low spots and chipped ends, the following maximum acceptable limits will apply for new sanitary sewer lines:

Joint separations - $\frac{1}{2}$ "

Low spots:

Pipe size	Depth tolerance of trapped water
6"	0.93 in.
8"	1.25 in.
10"	1.50 in.
12"	1.87 in.
15"	2.25 in.
18"	2.75 in.

Chipped ends – $\frac{1}{4}$ " (VCP, only)

Prior to the end of the one-year warranty period, the City may require televised inspection of the new sanitary sewer laterals for the project at the Contractor's expense.

D. Deflection Testing:

A deflection test on all new gravity sewer mains 6" and larger shall be performed using a pre-sized, rigid mandrel device approved by the City Engineer. The mandrel shall be clearly labeled and sized so as to provide a diameter of at least 95% of the Base Internal Diameter as defined in ASTM D-3034 for PVC SDR 26 gravity sewer pipe.

The mandrel shall be drawn through the pipe using only the force that can be exerted by one man on the end of a rope, using no mechanical advantage. Under no circumstances shall the mandrel device be attached to the cleaning ball.

EXHIBIT A

Pipe exceeding 5% deflection shall be repaired or replaced, and shall be remandred in the presence of the City Engineer (or appointed representative). Mechanical re-rounding will not be acceptable.

6.400 MEASUREMENT AND PAYMENT

A. Pipe: Payment for sanitary sewer pipe complete in place shall be per linear foot measured from center of manhole to center of manhole following a line parallel to the grade of the sewer. Payment shall include the furnishing of all labor, materials, water, tools, and equipment required to construct and complete the installation of the sewer pipe in accordance with the plans and these specifications.

B. Structures & Manholes: The unit of measure for payment shall be per each unit. Payment shall be made at the bid price per item for each structure complete in place and shall include the cost of excavation, backfill, frames, covers, plates, or reinforcing steel where required.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	September 23, 2014
Subject/ Title:	Recommend City Council Review and Provide Feedback on the Patterson Road Concept Plan
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance John Anderson, Consultant Community Development Director Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council receive a presentation and provide feedback on the Patterson Road Concept Plan.

SUMMARY:

This evening, Development Services staff will present and request comments from the City Council on the Patterson Road Concept Plan which details proposed future improvement plans along Patterson Road from Roselle Avenue to Claus Road.

BACKGROUND

The March 3, 2014 Strategic Plan identifies an objective for staff to “Recommend to the City Council for action, Patterson Road Improvement Concepts” This objective is listed as one of the items to achieve the Three-Year Goal to “*IMPROVE AND MAINTAIN INFRASTRUCTURE AND FACILITIES*”. The assignment given to staff was to complete a concept plan and present the plan to the City Council for review and recommendation.

One of the main obstacles along Patterson Road is the Burlington Northern Santa Fe (BNSF) and Sierra Pacific Railroad tracks to the North. From First Street to Claus the area north of Patterson Road currently has no pedestrian access and is aesthetically challenging, especially during the winter months when this area holds water. A meeting was held with members of BNSF and Sierra Pacific Railroad to discuss the possibility of requiring future right-of-way that would allow the City to make improvements along this route. Staff was informed by BNSF that the railroad would not consider providing any right-of-way in this area and that any improvements the City would propose would need to be within the constraints of our existing right of way. Not discouraged from the

objective, staff went back to the drawing board and, using existing right-of-way, developed a proposed plan alignment that includes Class 1 bike lanes and continual sidewalk on the southern side of Patterson Road from Roselle Avenue to Claus Road.

Due to the constraints in the existing right-of-way there are variations in the number of proposed lanes that ranges from 3 lanes to 5 lanes. In order to achieve the maximum use of the current right-of-way held by the City there is a proposal to include no parking along Patterson Road.

The Patterson Road Concept Plan begins at Roselle Avenue and ends at Claus Road. The plan includes projects identified in the current CIP and development driven projects, which are identified below and are segregated between “CIP Projects” and “Development Driven Projects”.

The project list is as follows:

CIP PROJECTS

- | | |
|-----------------------|--|
| <u>STR-035</u> | Signal Light Patterson Road @ Roselle Avenue: Project includes sidewalk infill along Roselle & Patterson Roads and a pedestrian railroad crossing. Project is funded through Congestion Mitigation Air Quality (CMAQ) funds totaling \$923,000. Tentative construction date 2015/2016. |
| <u>STR-054</u> | Railroad Crossing Improvements – crossing on Patterson Road between Third Street and Terminal Avenue. Project will be funded through System Development Fees/Public Works. Estimated project cost is \$243,000. Tentative construction date 2016/2017. |
| <u>STR-046</u> | Sidewalk infill from First Street to Terminal (South Side). Project funding is to be determined. Estimated project cost is \$100,000. Scheduled in CIP for 2015/2016. |
| <u>STR-057</u> | Sidewalk infill from Terminal Avenue to Claus Road (South Side). Project funding is to be determined. Estimated project cost is \$70,000. Scheduled in CIP for 2016/2017. |
| <u>STR-047</u> | Bioretention Area & Class I Bike Path from First Street to Terminal (North Side). Project funding is to be determined. Estimated project cost is \$250,000. Scheduled in CIP for 2015/2016. |
| <u>STR-055</u> | Bioretention Area & Class I Bike Path from Terminal Avenue to Eighth Street (North Side). Project funding is to be determined. Estimated project cost is \$250,000. Scheduled in CIP for 2016/2017. |
| <u>STR-056</u> | Bioretention Area & Class I Bike Path from Eighth Street to Claus Road (North Side). Project funding is to be determined. Estimated project cost is \$250,000. Scheduled in CIP for 2017/2018. |

DEVELOPMENT DRIVEN PROJECTS

These projects are not yet scheduled in the 5 year CIP. These projects are identified in the Downtown Specific Plan EIR and are strictly development driven and years out for construction.

- STR-068** Intersection reconstruct at First Street. Project identified in Downtown Riverbank SP EIR. Project funding to be determined. Estimated project cost is \$1,686,000.
- STR-069** Intersection reconstruct at Third Street. Project identified in Downtown Riverbank SP EIR. Project funding is to be determined. Estimated project cost is \$1,431,000.
- STR-070** Intersection reconstruct at Eighth Street. Project identified in Downtown Riverbank SP EIR. Project funding is to be determined. Estimated project cost is \$1,541,000.
- STR-071** Widen Patterson Road to 5 lanes from Roselle Avenue to First Street. Project identified in Downtown Riverbank SP EIR. Project funding and estimated cost to be determined.
- STR-072** Widen Patterson Road to 4 lanes from First Street to Terminal Avenue. Project identified in Downtown Riverbank SP EIR. Project funding and estimated cost to be determined.
- STR-073** Widen Patterson Road to 4 lanes from Terminal to Eighth Street. Project identified in Downtown Riverbank SP EIR. Project funding and estimated cost to be determined.
- STR-074** Widen Patterson Road to 3 lanes from Eighth Street to Tina Lane. Project identified in Downtown Riverbank SP EIR. Project funding and estimated cost to be determined.
- STR-075** Widen Patterson Road to 5 lanes from Tina Lane to Claus Road. Project identified in Downtown Riverbank SP EIR. Project funding and estimated cost to be determined.

FISCAL IMPACT:

There is no financial impact associated with this presentation. Each project and respective funding sources will be presented to Council for review and approval.

ATTACHMENTS:

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.6

SECTION 6: NEW BUSINESS

Meeting Date:	September 23, 2014
Subject/ Title:	Recommend City Council Receive a Presentation on the Status of the Nexus Fee Study
From:	Jill Anderson, City Manager
Submitted by:	Marisela Garcia, Director of Finance John Anderson, Consultant Community Development Director Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council receive an update on the status of the Nexus Fee Study.

SUMMARY:

With the passage of Proposition 13 in 1978, development impact fees became a more common tool for local agencies to help fund the costs of new infrastructure and facilities that could no longer be paid for by an increase in property taxes. Today, local jurisdictions across the State collect impact fees to mitigate various impacts that new development has on the local community, enabling the financing of streets, storm drainage facilities, parks, and streetlights.

Development impact fees are subject to the Mitigation Fee Act, which imposes significant procedural restrictions on the use of those fees. For example, development impact fees can only be spent for public facilities, public services, and/or community amenities. In order to impose a development impact fee, the city must: (1) identify the purpose and use of a proposed impact fee; (2) show that there is a reasonable relationship (i.e., a nexus) between the fee's use and the type of development project on which the fee is imposed; (3) determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and (4) demonstrate the relationship between the amount of the fee and the cost of the public facility.

A development impact fee may not be used to remedy existing deficiencies in public facilities, although it may include the costs attributable to the increased demand for public facilities reasonably related to the development project. In order to meet these constitutional and statutory requirements that apply to development impact fees, cities prepare a nexus study to determine whether the required reasonable relationships exist to justify the fees.

The first step in determining a development impact fee is to complete a nexus study to examine the impacts of residential development in the City. The nexus study is only the first step in considering this fee. In the event a fee can be justified, the actual adoption of such an impact fee can only occur after several steps have taken place including adoption of an impact fee ordinance by Council. Also, once the study has determined what fee amount is justified for various development types, then the amount of fee can be reduced if needed to respond to policy considerations. Some of these policy considerations could be the amount of housing impact fees charged by surrounding communities and the economic feasibility of how much can be absorbed by different product types.

After the consultant produces an administrative draft of the Study, staff will create opportunities for stakeholders and the public to provide input by hosting additional meetings with the development community. At these meetings, staff will present on the initial findings of the nexus study, and will provide the public, residential developers and affordable housing advocates with an opportunity to discuss/comment on the draft including what adjustments should be made to the fee based on policy considerations. The public will also have the opportunity to provide feedback in front of the Planning Commission and City Council.

CURRENT STATUS:

The City of Riverbank's current System Development Fees have been in place since April of 2006. On October 8, 2012 the City Council authorized AECOM to complete a nexus study to update the City's current development fees. City staff received a Nexus Fee Study Administrative Draft for review on October 1, 2013. After reviewing the draft staff realized that the product AECOM produced did not represent an accurate picture of the City's future infrastructure needs. Staff met with AECOM and determined that the direction they were given by staff did not represent the intent of the agreement.

Since that time there have been numerous meetings and discussions between staff and AECOM to gather and provide the most accurate information to AECOM so the missing data and discrepancies are corrected. The goal established in the Strategic Plan was to "Complete and present to the public the draft document of the Nexus Study Update of SDF (System Development Fees) for public comment". Staff has been working diligently to have the plan ready for public comment in September, but additional time was needed to make sure the information in the draft plan is accurate and correctly represents the future improvement needs of the City. The draft study is very close to being ready for public comment. Once the draft study is available, copies will be available for all interested parties and a public meeting will be planned.

FINANCIAL IMPACT:

No fiscal impact at this time.

ATTACHMENTS:

No Attachments

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1

SECTION: INFORMATIONAL ITEM

Meeting Date:	September 23, 2014
Subject/ Title:	Warrant Register for 08/14/2014, 08/22/2014, 08/28/2014, 09/04/2014, and 09/11/2014 and Credit Card Statement for 07/22/2014
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance/City Treasurer

RECOMMENDATION

It is recommended that the City Council review as an informational item the warrant registers for 08/14/2014, 08/22/2014, 08/28/2014, 09/04/2014, and 09/11/2014 and Credit Card Statement for 07/22/2014.

SUMMARY

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

08/14/2014 Warrant

Check No.	Vendor & Description	Funding Source	Amount
43243	Compliance First, LLC: Stormwater Spill Response Plan	Gas Tax Fund 102	\$900.00
43256	KSN: WWTP Notice of Violation Remediation Response	Sewer Fund 106	\$25,492.31
43270	Garrett Thompson Construction: ADA Curb Upgrades	Gas Tax Fund 102	\$27,630.00

08/22/2014 Warrant

Check No.	Vendor & Description	Funding Source	Amount
43280	Gary Bufkin: Dev. Services Permit System Upgrade	General Fund, Sewer, Water	\$5,000.00
43308	The Alliance: Retail Leakage Report	General Fund	\$100.00

08/28/2014 Warrant

Check No.	Vendor & Description	Funding Source	Amount
43322	Bartle Wells Associates: Sewer, Water & Solid Waste Rate Studies	General Fund, Sewer, Water	\$9,791.20
43362	Stantec Consulting: Urban Water Management Plan Update	Water Fund	\$2,244.00

09/04/2014

Check No.	Vendor & Description	Funding Source	Amount
43400	Seeger's Printing: Recreation Program Guide	Recreation Fund 134	\$1,986.76

09/11/2014

Check No.	Vendor & Description	Funding Source	Amount
43437	George Reed: Oakdale & Morrill Signal Project & Street Maintenance	CMAQ Grant Funds, Gas Tax & Sewer	\$120,957.65
43467	R&S Erection Tri-Country: Shop repairs at Corp Yard	Equipment Maintenance Fund	\$14,035.00

FINANCIAL IMPACT:

Reductions in various funds for payment of expenses.

ATTACHMENTS: (List attachments in order of placement)

1. Warrant Registers: 08/14/2014, 08/22/2014, 08/28/2014, 09/04/2014, and 09/11/2014
2. Credit Card Statement: 07/22/2014

WARRANT REGISTER

8/14/2014

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>GL NUMBER</u>	<u>CHECK #</u>	<u>AMOUNT</u>
ADTECH	COMPUTER MAINTENANCE	101-408-000-702-032	43235	3186.86
ADTECH	COMPUTER MAINTENANCE	198-439-503-702-053	43235	281.25
				<u>\$ 3,468.11</u>
AECOM INC.	SPECIFIC PLAN EIR	145-468-000-702-032	43236	<u>\$ 1,518.96</u>
ALPHA NUMERIC	COPY COUNT	101-401-000-703-025	43237	42.90
ALPHA NUMERIC	COPY COUNT	101-402-000-703-025	43237	17.49
ALPHA NUMERIC	COPY COUNT	101-403-000-703-025	43237	66.50
ALPHA NUMERIC	COPY COUNT	101-405-000-703-025	43237	0.02
ALPHA NUMERIC	COPY COUNT	101-406-000-703-025	43237	22.50
ALPHA NUMERIC	COPY COUNT	101-408-000-703-025	43237	21.42
ALPHA NUMERIC	COPY COUNT	101-412-000-703-025	43237	0.05
ALPHA NUMERIC	COPY COUNT	134-459-000-702-031	43237	2.88
				<u>\$ 173.76</u>
AMERINE SYSTEMS INC.	BUILDING MAINTENANCE - LRA	197-439-000-706-029	43238	<u>\$ 450.00</u>
ANTIRIEN/SUZANNE//	DEPOSIT REFUND	118-000-000-200-150	43239	<u>\$ 50.00</u>
AT&T-CALNET 2	COMMUNICATIONS	101-405-000-704-022	43240	96.12
AT&T-CALNET 2	COMMUNICATIONS	101-406-000-704-022	43240	32.04
AT&T-CALNET 2	COMMUNICATIONS	101-407-000-704-022	43240	256.31
AT&T-CALNET 2	COMMUNICATIONS	101-409-000-704-022	43240	224.27
AT&T-CALNET 2	COMMUNICATIONS	101-412-000-704-022	43240	64.08
AT&T-CALNET 2	COMMUNICATIONS	101-414-000-704-022	43240	32.04
AT&T-CALNET 2	COMMUNICATIONS	134-459-000-704-022	43240	64.08
AT&T-CALNET 2	COMMUNICATIONS	106-423-000-704-022	43240	64.08
AT&T-CALNET 2	COMMUNICATIONS	119-442-000-704-022	43240	32.04
				<u>\$ 865.06</u>
CALIFORNIA C.A.D. SOLUTIONS	SPECIFIC PLAN	145-468-000-702-032	43241	<u>\$ 3,225.00</u>
CHARTER COMMUNICATIONS	COMMUNICATIONS - NORTH	101-408-000-702-032	43242	<u>\$ 21.78</u>
COMPLIANCE FIRST LLC	STORMWATER PARTNERSHIP	102-000-000-200-175	43243	<u>\$ 900.00</u>
CONGER/MERRILEE JEAN//	OVERPAYMENT REFUND	114-000-000-200-170	43244	<u>\$ 414.89</u>
CONLIN SUPPLY CO.	SAFETY EQUIPMENT	114-433-000-706-050	43245	<u>\$ 155.60</u>
EXPERIAN	CREDIT CHECK	213-597-044-702-053	43246	<u>\$ 100.00</u>
FAR WEST	LAB SAMPLES - LRA	197-439-000-706-029	43247	<u>\$ 390.00</u>
GARCIA/MARTHA//	DEPOSIT REFUND	114-000-000-200-171	43248	<u>\$ 22.48</u>
GEIL ENTERPRISES, INC.	SECURITY SERVICES - LRA	197-439-000-702-063	43249	<u>\$ 14,224.94</u>
GEORGE REED, INC.	BUILDING MAINTENANCE	101-413-000-706-029	43250	<u>\$ 399.88</u>

WARRANT REGISTER

8/14/2014

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>GL NUMBER</u>	<u>CHECK #</u>	<u>AMOUNT</u>
GILTON SOLID WASTE MGMT. INC.	REFUSE SERVICE	101-000-000-200-160	43251	<u>\$ 117,110.49</u>
GROVER LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	173-590-000-706-029	43252	1,625.00
GROVER LANDSCAPE SERVICES	FORCED WEED ABATEMENT	132-457-000-702-032	43252	350.00
GROVER LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	101-414-000-706-081	43252	137.18
GROVER LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	175-590-000-706-029	43252	268.74
GROVER LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	220-590-000-706-029	43252	412.77
				<u>\$ 2,793.69</u>
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	106-424-000-706-026	43253	113.66
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	106-424-000-706-029	43253	102.27
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	106-424-000-702-030	43253	48.73
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	114-433-000-702-030	43253	\$ 64.17
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	106-423-000-703-049	43253	65.23
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	102-418-000-706-050	43253	32.18
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	101-413-000-703-055	43253	55.61
				<u>\$ 481.85</u>
JIMENEZ/KARISA//	DEPOSIT REFUND	118-000-000-200-150	43254	<u>\$ 150.00</u>
KAMPS PROPANE INC.	BUILDING MAINTENANCE	197-439-000-706-029	43255	<u>\$ 1,323.02</u>
KJELDEN, SINNOCK & NEUDECK	WWTP NOV	106-424-000-702-032	43256	<u>\$ 25,492.31</u>
LESLIE'S POOL SUPPLIES INC.	POOL EXPENSE	101-414-000-703-050	43257	<u>\$ 20.42</u>
MID	UTILITIES	106-424-000-704-021	43258	<u>\$ 22,613.05</u>
ONTEL SECURITY SERVICES INC.	SECURITY SERVICES	118-441-000-703-066	43259	<u>\$ 135.00</u>
ORIENTAL TRADING COMPANY	RECREATIONAL SUPPLIES	134-459-000-703-027	43260	45.50
ORIENTAL TRADING COMPANY	RECREATIONAL SUPPLIES	196-496-000-707-003	43260	65.24
				<u>\$ 110.74</u>
PACIFIC GAS & ELECTIC	UTILITIES	114-433-000-704-021	43261	21,342.61
PACIFIC GAS & ELECTIC	UTILITIES	175-590-000-704-021	43261	202.06
PACIFIC GAS & ELECTIC	UTILITIES	101-414-000-704-021	43261	795.89
PACIFIC GAS & ELECTIC	UTILITIES	101-409-000-704-021	43261	3,768.25
PACIFIC GAS & ELECTIC	UTILITIES	106-423-000-704-021	43261	2,523.32
PACIFIC GAS & ELECTIC	UTILITIES	106-424-000-704-021	43261	1,008.31
PACIFIC GAS & ELECTIC	UTILITIES	102-418-000-704-021	43261	6,861.31
PACIFIC GAS & ELECTIC	UTILITIES	101-407-000-704-021	43261	1,870.91
PACIFIC GAS & ELECTIC	UTILITIES	118-441-000-704-021	43261	2,859.51
PACIFIC GAS & ELECTIC	UTILITIES	163-459-000-706-005	43261	31.53
PACIFIC GAS & ELECTIC	UTILITIES	118-441-000-704-021	43261	437.57
				<u>\$ 41,701.27</u>
PAPA	PESTICIDE TRAINING	106-424-000-706-038	43262	<u>\$ 80.00</u>

WARRANT REGISTER

8/14/2014

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>GL NUMBER</u>	<u>CHECK #</u>	<u>AMOUNT</u>
PETTY CASH	FINANCE	101-412-000-706-037	43263	51.85
PETTY CASH	FINANCE	101-405-000-702-032	43263	50.00
PETTY CASH	FINANCE	101-401-000-703-025	43263	10.96
PETTY CASH	FINANCE	101-408-000-706-037	43263	24.18
PETTY CASH	FINANCE	101-409-000-703-024	43263	30.37
				<u>\$ 167.36</u>
RADIO SHACK CORPORATION	COMMUNICATIONS	114-433-000-704-022	43264	<u>\$ 21.51</u>
SC INTERNATIONAL	ADMINISTRATIVE FEE	106-423-000-702-032	43265	20.00
SC INTERNATIONAL	ADMINISTRATIVE FEE	114-433-000-702-032	43265	20.00
				<u>\$ 40.00</u>
SOUTHERN COMPUTER WAREHOUSE	COMPUTER MAINTENANCE	101-408-000-707-017	43266	<u>\$ 1,330.26</u>
STANISLAUS COUNTY	RECORDING FEE	153-479-000-702-053	43267	<u>\$ 17.00</u>
STANISLAUS FOUNDATION	DENTAL LIABILITY	201-000-000-200-082	43268	<u>\$ 2,836.80</u>
STAPLES ADVANTAGE	OFFICE SUPPLIES	101-412-000-703-025	43269	51.88
STAPLES ADVANTAGE	OFFICE SUPPLIES	101-405-000-703-025	43269	168.44
STAPLES ADVANTAGE	OFFICE SUPPLIES	117-411-000-703-025	43269	391.78
STAPLES ADVANTAGE	OFFICE SUPPLIES	101-412-000-703-025	43269	81.60
STAPLES ADVANTAGE	OFFICE SUPPLIES	101-408-000-703-025	43269	34.54
				<u>\$ 728.24</u>
THOMPSON/GARRETT//	1ST ST. ADA CORNER IMPROVEMENT	104-000-000-200-175	43270	19,521.68
THOMPSON/GARRETT//	1ST ST. ADA CORNER IMPROVEMENT	102-000-000-200-175	43270	8,108.32
				<u>\$ 27,630.00</u>
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	118-441-000-706-026	43271	101.73
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	196-496-000-707-003	43271	19.99
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	134-459-000-706-037	43271	50.00
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	101-401-000-703-025	43271	127.73
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	101-402-000-703-025	43271	127.73
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	101-407-000-702-030	43271	127.73
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	101-408-000-703-025	43271	127.72
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	139-462-000-702-053	43271	127.72
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	101-408-000-703-025	43271	193.39
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	114-433-000-706-038	43271	465.16
U.S. BANK CORPORATE PAYMENT	CREDIT CARD CHARGES	114-433-000-702-032	43271	47.40
				<u>\$ 1,516.30</u>
USA BLUE BOOK	BUILDING MAINTENANCE	114-433-000-706-029	43272	<u>\$ 1,489.52</u>
WESTERN GRAPHIX	BUSINESS CARDS	101-401-000-703-025	43273	48.21
WESTERN GRAPHIX	BUSINESS CARDS	101-402-000-703-025	43273	48.21
WESTERN GRAPHIX	BUSINESS CARDS	101-408-000-703-025	43273	48.21
WESTERN GRAPHIX	BUSINESS CARDS	134-459-000-703-025	43273	48.21
WESTERN GRAPHIX	BUSINESS CARDS	101-403-000-703-025	43273	142.92

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<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>GL NUMBER</u>	<u>CHECK #</u>	<u>AMOUNT</u>
WESTERN GRAPHIX	BUSINESS CARDS	101-405-000-703-025	43273	191.97
WESTERN GRAPHIX	BUSINESS CARDS	101-412-000-703-025	43273	153.68
WESTERN GRAPHIX	BUSINESS CARDS	213-597-044-702-053	43273	48.21
WESTERN GRAPHIX	BUSINESS CARDS	117-411-000-703-025	43273	58.12
WESTERN GRAPHIX	BUSINESS CARDS	101-406-000-703-025	43273	364.34
WESTERN GRAPHIX	BUSINESS CARDS	106-424-000-703-025	43273	47.35
				<u>\$ 1,199.43</u>
		GRAND TOTAL:		<u><u>\$ 275,368.72</u></u>

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>GL Number</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Check Amount</u>
AECOM INC.	GP UPDATE-NEXUS STUDY	210-467-000-702-032	43275	08/22/2014	249.30
				Vendor Total:	249.30
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	106-424-000-706-073	43276	08/22/2014	240.33
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	119-442-000-706-073	43276		89.63
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	114-433-000-706-073	43276		151.54
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	101-405-000-702-032	43276		62.06
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	102-418-000-706-073	43276		107.71
ARAMARK UNIFORM SERVICES	CLEANING SERVICE	106-423-000-706-073	43276		107.71
				Vendor Total:	758.98
ARROWHEAD	BOTTLED WATER	197-439-000-704-021	43277	08/22/2014	106.94
				Vendor Total:	106.94
AT&T-CALNET 2	COMMUNICATION	101-407-000-704-022	43278	08/22/2014	76.46
AT&T-CALNET 3	COMMUNICATION	101-409-000-704-022	43278		22.59
				Vendor Total:	99.05
BLUELINE RENTAL	VEHICLE MAINTENANCE	119-442-000-705-040	43279	08/22/2014	82.71
				Vendor Total:	82.71
GARY V. BUFKIN	UPDATE PERMIT SYSTEM	106-423-000-702-032	43280	08/22/2014	300.00
GARY V. BUFKIN	UPDATE PERMIT SYSTEM	102-418-000-702-032	43280		500.00
GARY V. BUFKIN	UPDATE PERMIT SYSTEM	114-433-000-702-032	43280		300.00
GARY V. BUFKIN	UPDATE PERMIT SYSTEM	101-405-000-702-032	43280		3,900.00
				Vendor Total:	5,000.00
CHARTER COMMUNICATIONS	COMMUNICATION - POLICE	101-409-000-706-026	43281	08/22/2014	6.13
CHARTER COMMUNICATIONS	COMMUNICATION	101-408-000-702-032	43282	08/22/2014	147.99
CHARTER COMMUNICATIONS	COMMUNICATION - PW	101-412-000-704-021	43283	08/22/2014	14.92
				Vendor Total:	169.04
CHURCHWELL WHITE	LEGAL SERVICE	101-000-000-200-170	43284	08/22/2014	13,577.90
				Vendor Total:	13,577.90
CITY OF RIVERBANK #2	WASTEWATER BILLING - LRA	197-439-000-704-021	43285	08/22/2014	731.09
				Vendor Total:	731.09
COSTANZO & ASSOCIATES	LEGAL SERVICES	138-461-000-706-034	43286	08/22/2014	2,412.11
				Vendor Total:	2,412.11
NEWTON DORRETT	LAUNDRY & CELL PHONE STIPEND	118-441-000-706-079	43287	08/22/2014	140.00
				Vendor Total:	140.00
ESCALON BODY & FRAME	EQUIPMENT MAINTENANCE	101-414-000-702-031	43288	08/22/2014	242.26
				Vendor Total:	242.26
FASTENAL COMPANY	WATER CONSERVATION	114-433-000-703-067	43289	08/22/2014	12.03
				Vendor Total:	12.03
GEORGE REED, INC.	BUILDING MAINTENANCE	102-418-000-706-029	43290	08/22/2014	143.27
GEORGE REED, INC.	BUILDING MAINTENANCE	101-413-000-706-029	43290		280.63
				Vendor Total:	423.90
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	173-590-000-706-029	43291	08/22/2014	143.09
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	220-590-000-706-029	43291		3,294.89
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	101-414-000-706-029	43291		60.24
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	101-413-000-702-032	43291		170.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	175-590-000-706-029	43291		1,315.00
				Vendor Total:	4,983.22
HETCH HETCHY WATER & POWER	UTILITIES - LRA	197-439-000-704-021	43292	08/22/2014	73,249.85
				Vendor Total:	73,249.85
HILLYARD-SACRAMENTO	JANITORIAL SUPPLIES	101-407-000-706-029	43293	08/22/2014	204.63
				Vendor Total:	204.63
HOLT OF CALIFORNIA	EQUIPMENT PURCHASE	119-442-000-707-003	43294	08/22/2014	16,143.75
				Vendor Total:	16,143.75
JOHN DEERE FINANCIAL	EQUIPMENT MAINTENANCE	106-424-000-702-030	43295	08/22/2014	110.73
				Vendor Total:	110.73

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>GL Number</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Check Amount</u>
KAMPS PROPANE INC.	BUILDING MAINTENANCE	197-439-000-706-029	43296	08/22/2014	124.19
				Vendor Total:	124.19
KIM KENDRICK	CHECK REISSUE -DEPOSIT REFUND	114-000-000-200-171	43297	08/22/2014	16.53
				Vendor Total:	16.53
ANTHONY D. MCKINNEY	PLANNING COMMISSION MEETING	101-405-000-701-005	43298	08/22/2014	100.00
				Vendor Total:	100.00
MID	UTILITIES	220-590-000-704-021	43299	08/22/2014	315.69
MID	UTILITIES	114-433-000-704-021	43299		10,826.92
MID	UTILITIES	173-590-000-704-021	43299		15.25
MID	UTILITIES	101-413-000-704-021	43299		272.19
				Vendor Total:	11,430.05
MODESTO BATTERY	SIGNAL LIGHTS	102-418-000-704-021	43300	08/22/2014	994.08
				Vendor Total:	994.08
DEBBIE OLSON	TRAVEL ALLOWANCE	197-439-000-706-037	43301	08/22/2014	17.44
DEBBIE OLSON	TRAVEL ALLOWANCE	198-439-000-706-037	43301		58.40
				Vendor Total:	75.84
PACIFIC GAS & ELECTRIC	UTILITIES	106-424-000-704-021	43302	08/22/2014	316.85
PACIFIC GAS & ELECTRIC	UTILITIES	101-414-000-704-021	43302		4.44
				Vendor Total:	321.29
PACIFIC PLAN REVIEW	2701 TOPEKA ST	101-000-000-600-090	43303	08/22/2014	2,970.95
				Vendor Total:	2,970.95
PETTY CASH	BBQ LUNCHEON	101-402-000-706-015	43274	08/22/2014	300.00
				Vendor Total:	300.00
PRIME SHINE EXPRESS CAR WASH VEHICLE WASHES		101-414-000-706-029	43304	08/22/2014	10.50
PRIME SHINE EXPRESS CAR WASH VEHICLE WASHES		114-433-000-702-030	43304		14.00
PRIME SHINE EXPRESS CAR WASH VEHICLE WASHES		101-413-000-702-030	43304		7.00
PRIME SHINE EXPRESS CAR WASH VEHICLE WASHES		197-439-000-706-029	43304		3.50
PRIME SHINE EXPRESS CAR WASH VEHICLE WASHES		119-442-000-702-030	43304		28.00
				Vendor Total:	63.00
STANISLAUS FOUNDATION	DENTAL LIABILITY	201-000-000-200-082	43305	08/22/2014	1,367.40
				Vendor Total:	1,367.40
STAPLES CREDIT PLAN	OFFICE SUPPLIES	198-439-505-702-053	43306	08/22/2014	69.96
STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-412-000-703-025	43306		78.54
STAPLES CREDIT PLAN	OFFICE SUPPLIES	134-459-000-703-025	43306		125.18
STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-401-000-703-025	43306		29.71
STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-408-000-703-025	43306		29.09
STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-402-000-703-025	43306		24.02
				Vendor Total:	356.50
JOAN STEWART	PLANNING COMMISSION MEETING	101-405-000-701-005	43307	08/22/2014	100.00
				Vendor Total:	100.00
THE ALLIANCE	RETAIL LEASE TRAC SERVICE	101-405-000-702-034	43308	08/22/2014	100.00
				Vendor Total:	100.00
GARRETT THOMPSON	WELL SITE #4	114-000-000-200-175	43309	08/22/2014	10,750.00
				Vendor Total:	10,750.00
UNITED RENTALS, INC.	EQUIPMENT RENTAL	101-413-000-702-031	43310	08/22/2014	1,320.08
				Vendor Total:	1,320.08
CARLOS VILLAPUDUA	PLANNING COMMISSION MEETING	101-405-000-701-005	43311	08/22/2014	100.00
				Vendor Total:	100.00
ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES	101-412-000-703-025	43312	08/22/2014	10.74
ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES	101-403-000-703-025	43312		10.74
ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES	101-405-000-703-025	43312		10.73
ZEE MEDICAL SERVICE CO.	SAFETY SUPPLIES	101-406-000-703-025	43312		10.73
				Vendor Total:	42.94
				Grand Total:	149,230.34

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JILL ANDERSON	TRAVEL ALLOWANCE	101-402-000-706-037	43313	08/28/2014	536.64	H
				Vendor Total:	536.64	
ARTURO ARIAS	DEPOSIT REFUND	118-000-000-200-150	43319	08/28/2014	200.00	
				Vendor Total:	200.00	
AURORA ARROYO	DEPOSIT REFUND	118-000-000-200-150	43320	08/28/2014	100.00	
				Vendor Total:	100.00	
AT&T-CALNET 2	COMMUNICATIONS	198-439-505-702-053	43321	08/28/2014	364.04	
				Vendor Total:	364.04	
DARLENE BARBER-MARTINEZ	TRAVEL ALLOWANCE	101-401-000-706-037	43316	08/28/2014	535.59	H
				Vendor Total:	535.59	
BARTLE WELLS ASSOCIATES	SOLID WASTE RATE STU	114-000-000-200-175	43322	08/28/2014	4,373.10	
BARTLE WELLS ASSOCIATES	SOLID WASTE RATE STU	106-000-000-200-175	43322		4,373.10	
BARTLE WELLS ASSOCIATES	SOLID WASTE RATE STU	101-403-000-702-032	43322		1,045.00	
				Vendor Total:	9,791.20	
BAY ALARM COMPANY	ALARM SERVICES	101-407-000-702-032	43323	08/28/2014	464.00	
BAY ALARM COMPANY	ALARM SERVICES	102-418-000-702-032	43323		107.12	
BAY ALARM COMPANY	ALARM SERVICES	106-423-000-702-032	43323		107.12	
BAY ALARM COMPANY	ALARM SERVICES	114-433-000-702-032	43323		107.11	
				Vendor Total:	785.35	
BOHANNON INSURANCE GROUP	INSURANCE ADMIN. - AUG	201-000-000-200-080	43324	08/28/2014	1,716.44	
				Vendor Total:	1,716.44	
CAL CAMPBELL	TRAVEL ALLOWANCE	101-401-000-706-037	43315	08/28/2014	536.92	H
				Vendor Total:	536.92	
CENTRAL SANITARY SUPPLY	BUILDING MAINTENANCE	101-407-000-706-029	43325	08/28/2014	463.17	
CENTRAL SANITARY SUPPLY	BUILDING MAINTENANCE	101-414-000-706-029			252.81	
				Vendor Total:	744.76	
CHARTER COMMUNICATIONS	COMMUNICATIONS - TEE	101-407-000-702-032	43326	08/28/2014	81.18	
				Vendor Total:	81.18	
CITY OF OAKDALE	ANIMAL CONTROL SERVI	101-411-000-702-034	43327	08/28/2014	12,909.57	
				Vendor Total:	12,909.57	
CLENDENIN BIRD & COMPANY	AUDIT SERVICES	101-000-000-120-020	43328	08/28/2014	11,058.00	
				Vendor Total:	11,058.00	
COMMERCIAL ENERGY	VEHICLE FUEL	119-442-000-705-041	43329	08/28/2014	1,260.20	
				Vendor Total:	1,260.20	
COMPLIANCE FIRST LLC	SPILL RESPONSE PLAN	102-000-000-200-175	43330	08/28/2014	1,250.00	
				Vendor Total:	1,250.00	
LEANNE JONES CRUZ	TRAVEL ALLOWANCE	101-401-000-706-037	43317	08/28/2014	534.92	H
				Vendor Total:	534.92	
CUMULUS MEDIA INC	STORMWATER ADVERTIS	102-000-000-200-175	43331	08/28/2014	900.00	
				Vendor Total:	900.00	
D.A. WOOD CONSTRUCTION, INC.	WATER SYSTEM REPAIR	114-433-000-702-030	43332	08/28/2014	3,525.00	
				Vendor Total:	3,525.00	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	197-439-000-702-053	43333	08/28/2014	13.50	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	134-459-000-702-031	43333		13.50	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-412-000-702-031	43333		13.50	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-408-000-702-031	43333		13.50	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-406-000-703-025	43333		13.50	
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-405-000-702-031	43333		13.50	

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DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-403-000-702-031	43333		13.50
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-402-000-702-031	43333		13.50
DE LAGE LANDEN FINANCIAL	PROPERTY TAX	101-401-000-702-031	43333		13.51
				Vendor Total:	121.51
SALLI EDDINGTON	DEPOSIT REFUND	118-000-000-200-150	43334	08/28/2014	150.00
				Vendor Total:	150.00
LETICIA ESTRADA	DEPOSIT REFUND	134-000-000-672-000	43335	08/28/2014	50.00
				Vendor Total:	50.00
FAR WEST	WATER SAMPLES	114-433-000-702-032	43336	08/28/2014	2,090.00
				Vendor Total:	2,090.00
FEDEX	POSTAGE	197-439-000-703-024	43337	08/28/2014	37.89
				Vendor Total:	37.89
FOUNTAIN OF LIFE	DEPOSIT REFUND	118-000-000-200-150	43338	08/28/2014	100.00
				Vendor Total:	100.00
AMY GALLEGOS	DANCE INSTRUCTOR	118-441-000-703-030	43339	08/28/2014	462.00
				Vendor Total:	462.00
MICHELE GARCIA	TRAVEL ALLOWANCE	117-411-000-706-037	43340	08/28/2014	1,184.74
				Vendor Total:	1,184.74
GARRETT THOMPSON	OVERPAYMENT REFUND	114-000-000-200-170	43341	08/28/2014	31.00
				Vendor Total:	31.00
GREATER YOSEMITE COUNCIL	DEPOSIT REFUND	118-000-000-200-150	43342	08/28/2014	50.00
				Vendor Total:	50.00
TRUDY HERNANDEZ	DEPOSIT REFUND	118-000-000-200-150	43343	08/28/2014	200.00
				Vendor Total:	200.00
HEATHER KAUFFMAN	DEPOSIT REFUND	118-000-000-200-150	43344	08/28/2014	50.00
				Vendor Total:	50.00
LESLIE'S POOL SUPPLIES, INC.	POOL EXPENSE	101-414-000-703-050	43345	08/28/2014	70.98
				Vendor Total:	70.98
MAX-R	BUILDING MAINTENANCE	101-000-000-200-175	43346	08/28/2014	3,703.00
				Vendor Total:	3,703.00
MID	UTILITIES	101-414-000-704-021	43347	08/28/2014	174.95
MID	UTILITIES	220-590-000-704-021	43347		2,492.91
MID	UTILITIES	102-418-000-704-021	43347		123.34
MID	UTILITIES	101-412-000-704-021	43347		315.36
MID	UTILITIES	101-407-000-704-021	43347		614.31
MID	UTILITIES	119-442-000-704-021	43347		1,682.22
MID	UTILITIES	177-590-000-704-021	43347		132.29
				Vendor Total:	5,535.38
MODESTO PATRIOTS	DEPOSIT REFUND	118-000-000-200-150	43348	08/28/2014	200.00
				Vendor Total:	200.00
MORRISON HOMES	DEPOSIT REFUND	114-000-000-200-171	43349	08/28/2014	180.00
				Vendor Total:	180.00
MUNISERVICES, LLC	SUTA SERVICES	101-403-000-702-032	43350	08/28/2014	1,649.11
				Vendor Total:	1,649.11
NORMAC	BUILDING MAINTENANCE	101-414-000-706-029	43351	08/28/2014	96.53
				Vendor Total:	96.53

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>GL Number</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Check Amount</u>	
RICHARD O'BRIEN	TRAVEL ALLOWANCE	101-401-000-706-037	43314	08/28/2014	534.53	H
				Vendor Total:	534.53	
DEBBIE OLSON	TRAVEL ALLOWANCE	197-439-000-706-037	43352	08/28/2014	71.35	
				Vendor Total:	71.35	
ONTEL SECURITY SERVICES, INC.	SECURITY SERVICES	118-441-000-703-066	43353	08/28/2014	974.24	
				Vendor Total:	974.24	
PACIFIC GAS & ELECTRIC	UTILITIES	114-433-000-704-021	43354	08/28/2014	13,118.07	
PACIFIC GAS & ELECTRIC	UTILITIES	118-441-000-704-021	43354		479.05	
PACIFIC GAS & ELECTRIC	UTILITIES	102-418-000-704-021	43354		548.83	
				Vendor Total:	14,145.95	
PALM JR.	OVERPAYMENT REFUND	114-000-000-200-170	43355	08/28/2014	189.58	
				Vendor Total:	189.58	
QUALITY BILLIARDS & GAMING	POOL TABLE	196-496-000-707-003	43356	08/28/2014	160.00	
				Vendor Total:	160.00	
SALINAS PORTABLES INC.	BUILDING MAINTENANCE	118-441-000-703-066	43357	08/28/2014	120.00	
				Vendor Total:	120.00	
SECRETARY OF STATE	NOTARY COMMISSION PA	101-412-000-706-036	43358	08/28/2014	40.00	
				Vendor Total:	40.00	
SHERIFF'S EXPLORER	POSTING OF FLAGS	101-401-000-706-033	43359	08/28/2014	100.00	
				Vendor Total:	100.00	
SHIRTWORLD	T-SHIRTS	101-407-000-706-073	43360	08/28/2014	87.61	
				Vendor Total:	87.61	
STANISLAUS FOUNDATION	DENTAL LIABILITY	201-000-000-200-082	43361	08/28/2014	309.40	
				Vendor Total:	309.40	
STANTEC CONSULTING SERVICES	UWMP UPDATE	114-433-000-702-032	43362	08/28/2014	2,244.00	
				Vendor Total:	2,244.00	
STRAND ACE HARDWARE INC.	SAFETY EQUIPMENT	114-433-000-706-050	43363	08/28/2014	64.78	
				Vendor Total:	64.78	
SWANK MOTION PICTURES, INC.	SHIPPING OF MOVIE	118-441-000-706-026	43364	08/28/2014	21.98	
				Vendor Total:	21.98	
THE LINCOLN NATIONAL LIFE	LIFE INSURANCE	201-000-000-200-086	43365	08/28/2014	432.88	
				Vendor Total:	432.88	
DAISY E. TORRES	BALLET FOLKLORICO INS'	118-441-000-703-030	43366	08/28/2014	339.50	
				Vendor Total:	339.50	
JEANINE D. TUCKER	TRAVEL ALLOWANCE	101-401-000-706-037	43318	08/28/2014	535.90	H
				Vendor Total:	535.90	
UNITED STATES POST OFFICE	PROP 218 NOTICES - POS	101-403-000-703-024	43367	08/28/2014	2,410.82	
				Vendor Total:	2,410.82	
USA BLUE BOOK	EQUIPMENT MAINTENANC	114-433-000-702-030	43368	08/28/2014	2,749.90	
				Vendor Total:	2,749.90	

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VISION SERVICE PLAN	VISION PREMIUM	201-000-000-200-084	43369	08/28/2014	822.48
				Vendor Total:	822.48
WARD BROS.	OFFICE SUPPLIES	119-442-000-703-025	43370	08/28/2014	1,408.01
				Vendor Total:	1,408.01
				Grand Total:	90,603.29
				Less Credit Memos:	-48.43
				Net Total:	90,554.86
Total Invoices: 74				Less Hand Check Total:	3,214.50
				Outstanding Invoice Total :	87,340.36

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>GL Number</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Check Amount</u>
A & A PORTABLES INC.	PORTABLE RESTROOM - LRA	197-439-000-704-021	43371	09/04/2014	49.76
				Vendor Total:	49.76
ACTION PLUMBING, LLC	BUILDING MAINTENANCE	101-407-000-702-030	43372	09/04/2014	120.00
				Vendor Total:	120.00
AT & T MOBILITY	COMMUNICATIONS	114-433-000-704-022	43373	09/04/2014	109.58
AT & T MOBILITY	COMMUNICATIONS	106-423-000-704-022	43373		109.57
AT & T MOBILITY	COMMUNICATIONS	101-406-000-704-022	43373		113.39
AT & T MOBILITY	COMMUNICATIONS	106-424-000-704-022	43373		31.50
AT & T MOBILITY	COMMUNICATIONS	117-411-000-704-022	43373		31.50
AT & T MOBILITY	COMMUNICATIONS	119-442-000-704-022	43373		31.50
				Vendor Total:	427.04
AT&T	COMMUNICATIONS	101-407-000-704-022	43374	09/04/2014	603.65
				Vendor Total:	603.65
AT&T-CALNET 2	COMMUNICATIONS	101-412-000-704-022	43375	09/04/2014	18.82
AT&T-CALNET 3	COMMUNICATIONS	101-406-000-704-022	43375		19.93
AT&T-CALNET 4	COMMUNICATIONS	134-459-000-704-022	43375		17.91
				Vendor Total:	56.66
CABELA'S MKTG & BRAND MGT	BOOT ALLOWANCE - KEN P.	106-423-000-706-027	43376	09/04/2014	140.94
				Vendor Total:	140.94
CITY OF RIVERBANK	UTILITIES	101-407-000-704-021	43377	09/04/2014	222.05
CITY OF RIVERBANK	UTILITIES	220-590-000-704-021	43377		1,981.31
CITY OF RIVERBANK	UTILITIES	118-441-000-704-021	43377		44.20
CITY OF RIVERBANK	UTILITIES	101-413-000-704-021	43377		101.36
CITY OF RIVERBANK	UTILITIES	101-414-000-704-021	43377		1,617.98
CITY OF RIVERBANK	UTILITIES	175-590-000-704-021	43377		108.76
				Vendor Total:	4,075.66
CONLIN SUPPLY CO.	EQUIPMENT MAINTENANCE	106-424-000-702-030	43378	09/04/2014	87.61
				Vendor Total:	87.61
DARLENE CONTRERAS	DEPOSIT REFUND	118-000-000-200-150	43379	09/04/2014	100.00
				Vendor Total:	100.00
MICHELE COOPER	DEPOSIT REFUND	118-000-000-200-150	43380	09/04/2014	50.00
				Vendor Total:	50.00
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-401-000-702-031	43381	09/04/2014	131.37
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-402-000-702-031	43381		126.70
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-403-000-702-031	43381		191.38
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-406-000-703-025	43381		71.70
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-408-000-702-031	43381		145.82
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-412-000-702-031	43381		16.08
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-403-000-703-025	43381		0.03
DE LAGE LANDEN FINANCIAL	COPIER LEASE	134-459-000-702-031	43381		0.35
DE LAGE LANDEN FINANCIAL	COPIER LEASE	197-439-000-702-053	43381		3.29
DE LAGE LANDEN FINANCIAL	COPIER LEASE	101-405-000-702-031	43381		24.62
				Vendor Total:	711.34
DONLEE PUMP COMPANY	EQUIPMENT MAINTENANCE	119-442-000-702-030	43383	09/04/2014	150.00
				Vendor Total:	150.00
DON'S MOBILE GLASS	VEHICLE MAINTENANCE	119-442-000-705-040	43382	09/04/2014	85.00
				Vendor Total:	85.00
FARMERS BLACKSMITH &	EQUIPMENT MAINTENANCE	106-424-000-702-030	43384	09/04/2014	131.00
				Vendor Total:	131.00
GEORGE REED, INC.	BUILDING MAINTENANCE	102-418-000-706-029	43385	09/04/2014	156.10
				Vendor Total:	156.10
GILTON SOLID WASTE MGMT. INC.	REFUSE SERVICE	101-000-000-200-160	43386	09/04/2014	48,853.93
				Vendor Total:	48,853.93

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GIULIANI & KULL, INC.	7TH & LANE AVE	102-000-000-200-175	43387	09/04/2014	1,782.50
				Vendor Total:	1,782.50
GOLDEN VALLEY AWARDS	NAME BADGE	101-401-000-703-025	43388	09/04/2014	8.11
				Vendor Total:	8.11
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	175-590-000-706-029	43389	09/04/2014	2,650.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	173-590-000-706-029	43389		1,075.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	177-590-000-706-029	43389		200.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	178-590-000-706-029	43389		50.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	101-413-000-706-029	43389		900.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	179-590-000-702-032	43389		50.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	172-590-000-706-029	43389		425.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	171-590-000-706-029	43389		300.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	220-590-000-706-029	43389		11,083.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	101-414-000-702-032	43389		7,890.00
GROVER LANDSCAPE SERVICES,	LANDSCAPE MAINTENANCE	220-590-000-706-029	43389		685.00
				Vendor Total:	25,308.00
KNORR SYSTEMS, INC.	POOL EXPENSE	101-414-000-703-050	43390	09/04/2014	4,049.94
				Vendor Total:	4,049.94
NATIONAL INDUSTRIAL	PENTION CONTRIBUTION		43391	09/04/2014	10,741.92
				Vendor Total:	10,741.92
NORQUIST	HEATING & AIR MAINTENANCE	101-407-000-702-032	43392	09/04/2014	215.50
				Vendor Total:	215.50
ORIENTAL TRADING COMPANY,	RECREATION SUPPLIES	134-000-000-200-175	43393	09/04/2014	206.99
ORIENTAL TRADING COMPANY,	RECREATION SUPPLIES	191-439-000-702-040	43393		79.50
				Vendor Total:	286.49
PACIFIC GAS & ELECTRIC	UTILITIES	102-418-000-704-021	43394	09/04/2014	5.76
PACIFIC GAS & ELECTRIC	UTILITIES	101-407-000-704-021	43394		1.24
PACIFIC GAS & ELECTRIC	UTILITIES	118-411-000-704-021	43394		2.61
PACIFIC GAS & ELECTRIC	UTILITIES	101-409-000-704-021	43394		152.29
PACIFIC GAS & ELECTRIC	UTILITIES	119-442-000-704-021	43394		103.31
PACIFIC GAS & ELECTRIC	UTILITIES	197-439-000-704-021	43394		8.12
PACIFIC GAS & ELECTRIC	UTILITIES	119-442-000-705-041	43394		445.41
				Vendor Total:	718.74
PACIFIC PLAN REVIEW	5313 PERRIN CT	101-000-000-600-090	43396	09/04/2014	2,337.50
				Vendor Total:	2,337.50
RIVERBANK GOLDEN AGERS	REIMBURSEMENT	134-459-000-703-027	43397	09/04/2014	31.41
				Vendor Total:	31.41
SAFE T LITE	STREET MAINTENANCE	102-418-000-703-062	43398	09/04/2014	1,140.90
SAFE T LITE	STREET MAINTENANCE	119-442-000-705-040	43398		132.92
SAFE T LITE	STREET MAINTENANCE	114-433-000-706-050	43398		28.61
SAFE T LITE	STREET MAINTENANCE	102-418-000-706-050	43398		388.06
				Vendor Total:	1,690.49
SAN JOAQUIN ENGINEERING	MANAGEMENT FEE	197-439-000-702-063	43399	09/04/2014	32,849.28
SAN JOAQUIN ENGINEERING	MANAGEMENT FEE	197-439-000-706-029	43399		2,062.93
				Vendor Total:	34,912.21
SEEGER'S PRINTING	FLYER	134-459-000-706-065	43400	09/04/2014	1,986.76
				Vendor Total:	1,986.76
SHIRTWORLD	SKATEBOARD SHIRTS	118-441-000-706-026	43401	09/04/2014	161.51
				Vendor Total:	161.51
STANISLAUS CO TRANSIT	RECONCILIATION OF TICKET SALI	101-000-000-200-186	43402	09/04/2014	472.50
				Vendor Total:	472.50
STANISLAUS CO. SHERIFF'S DEPT.	LAW ENFORCEMENT - JULY 2014	101-409-000-702-060	43403	09/04/2014	279,045.01
				Vendor Total:	279,045.01
STANISLAUS FOUNDATION	DENTAL LIABILITY	201-000-000-200-082	43404	09/04/2014	950.80
				Vendor Total:	950.80

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THE WELL COMMUNITY	DEPOSIT REFUND	118-000-000-200-150	43405	09/04/2014	100.00
				Vendor Total:	100.00
TILBURY AUTO PARTS	EQUIPMENT MAINTENANCE	106-424-000-702-030	43406	09/04/2014	129.82
				Vendor Total:	129.82
GUISELDA TRUJILLO	DEPOSIT REFUND	118-000-000-200-150	43407	09/04/2014	325.00
				Vendor Total:	325.00
UNIVERSAL SYSTEMS	EQUIPMENT MAINTENANCE	114-433-000-702-032	43408	09/04/2014	1,800.00
		114-433-000-706-029	43408		4,060.00
				Vendor Total:	5,860.00
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	220-590-000-702-032	43409	09/04/2014	580.40
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	177-590-000-702-032	43409		236.66
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	178-590-000-702-032	43409		186.68
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	175-590-000-702-032	43409		281.58
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	179-590-000-702-032	43409		224.28
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	171-590-000-702-032	43409		181.81
WILLDAN FINANCIAL SERVICES	LANDSCAPE AND LIGHTING	172-590-000-702-032	43409		173.68
				Vendor Total:	1,865.09
				Grand Total:	428,777.99
				Less Credit Memos:	0.00
				Net Total:	428,777.99
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	428,777.99
Total Invoices: 66					

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A & A PORTABLES INC.	BUILDING MAINTENANCE - LRA	197-439-000-706-029	43415	09/11/2014	270.00	
				Vendor Total:	270.00	
ACTION PLUMBING, LLC	BUILDING MAINTENANCE	101-407-000-702-030	43416	09/11/2014	200.00	
				Vendor Total:	200.00	
ADTECH	COMPUTER MAINTENANCE	101-408-000-702-032	43417	09/11/2014	3,599.94	
				Vendor Total:	3,599.94	
AECOM INC.	SPECIFIC PLAN	145-468-000-702-032	43418	09/11/2014	439.54	
AECOM INC.	SPECIFIC PLAN	210-467-000-702-032	43418		4,633.50	
				Vendor Total:	903.04	
AMERICAN LEGAL PUBLISHING	MUNI CODE INTERNET RENEWAL	101-408-000-702-030	43419	09/11/2014	315.00	
				Vendor Total:	315.00	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	106-424-000-706-073	43420	09/11/2014	229.24	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	119-442-000-706-073	43420		82.56	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	114-433-000-706-073	43420		169.08	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	101-405-000-702-032	43420		60.92	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	102-418-000-706-073	43420		50.77	
ARAMARK UNIFORM SERVICES	UNIFORM CLEANING SERVICE	106-423-000-706-073	43420		16.92	
				Vendor Total:	609.49	
ARC	CENTRAL AVE REHAB	101-412-000-703-063	43421	09/11/2014	1,028.56	
				Vendor Total:	1,028.56	
VANESSA ARGUMEDO	FACE PAINTING	134-459-000-703-027	43422	09/11/2014	50.00	
				Vendor Total:	50.00	
ARROWHEAD	BOTTLED WATER	106-424-000-706-026	43423	09/11/2014	156.72	
				Vendor Total:	156.72	
AT&T-CALNET 2	COMMUNICATIONS	106-423-000-704-022	43424	09/11/2014	15.71	
AT&T-CALNET 2	COMMUNICATIONS	134-459-000-704-022	43424		27.19	
				Vendor Total:	42.90	
DARLENE BARBER-MARTINEZ	TRAVEL REIMBURSEMENT	101-401-000-706-037	43410	09/11/2014	641.41	H
DARLENE BARBER-MARTINEZ	REIMBURSEMENT	101-401-000-706-037	43425	09/11/2014	125.99	
				Vendor Total:	767.40	
BAY ALARM COMPANY	ALARM SERVICE	101-413-000-702-032	43426	09/11/2014	1,423.00	
BAY ALARM COMPANY	ALARM SERVICE	114-433-000-702-032	43426		1,083.67	
BAY ALARM COMPANY	ALARM SERVICE	102-418-000-702-032	43426		219.66	
				Vendor Total:	1,423.00	
BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICE	106-424-000-706-029	43427	09/11/2014	46.00	
BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICE	101-407-000-702-032	43427		565.00	
				Vendor Total:	611.00	
CAL CAMPBELL	TRAVEL REIMBURSEMENT	101-401-000-706-037	43411	09/11/2014	641.41	H
CAL CAMPBELL	REIMBURSEMENT	101-401-000-706-037	43428	09/11/2014	125.99	
				Vendor Total:	767.40	
CENTRAL SANITARY SUPPLY	BUILDING MAINTENANCE	101-414-000-706-029	43429	09/11/2014	347.84	
				Vendor Total:	347.84	
CHARTER COMMUNICATIONS	COMMUNICATIONS - NORTH	101-408-000-702-032	43430	09/11/2014	121.75	
				Vendor Total:	121.75	
CITY OF RIVERBANK	UTILITIES	177-590-000-704-021	43431	09/11/2014	36.79	
CITY OF RIVERBANK	UTILITIES	101-414-000-704-021	43431		83.73	
				Vendor Total:	120.52	
COMMERCIAL ENERGY	VEHICLE FUEL	119-442-000-705-041	43432	09/11/2014	2,493.65	
				Vendor Total:	2,493.65	
COOPER CONTROLS INC.	EQUIPMENT MAINTENANCE	106-424-000-702-032	43433	09/11/2014	630.00	
				Vendor Total:	630.00	
LEANNE JONES CRUZ	TRAVEL REIMBURSEMENT	101-401-000-706-037	43414	09/11/2014	427.61	H
				Vendor Total:	427.61	

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E.R. VINE & SONS, INC.	VEHICLE FUEL	119-442-000-705-041	43434	09/11/2014	7,231.23
				Vendor Total:	7,231.23
ESCALON COVENANT CHURCH	DEPOSIT REFUND	118-000-000-200-150	43435	09/11/2014	100.00
ESCALON COVENANT CHURCH	DEPOSIT REFUND	118-000-000-672-005	43435		200.00
				Vendor Total:	300.00
GEIL ENTERPRISES, INC.	SECURITY SERVICES - LRA	197-439-000-702-063	43436	09/11/2014	13,994.64
				Vendor Total:	13,994.64
GEORGE REED, INC.	SIGNAL AT OAKDALE & MORRILL	101-413-000-706-029	43437	09/11/2014	102.16
GEORGE REED, INC.	SIGNAL AT OAKDALE & MORRILL	151-477-000-707-101	43437		85,763.06
GEORGE REED, INC.	BUILDING MAINTENANCE	106-424-000-706-029	43437		335.07
GEORGE REED, INC.	SIGNAL AT OAKDALE & MORRILL	151-477-000-707-101	43438	09/11/2014	34,757.36
				Vendor Total:	120,957.65
GILTON SOLID WASTE MGMT. INC.	BIN SERVICE - LRA	102-418-000-702-036	43439	09/11/2014	7,226.55
GILTON SOLID WASTE MGMT. INC.	BIN SERVICE - LRA	197-439-000-704-021	43439		124.55
				Vendor Total:	7,351.10
GIULIANI & KULL, INC.	SILVA PARK PHASE 2	101-412-000-702-035	43440	09/11/2014	1,847.67
GIULIANI & KULL, INC.	SILVA PARK PHASE 3	102-000-000-200-175	43440		1,569.83
GIULIANI & KULL, INC.	SILVA PARK PHASE 4	101-412-000-702-035	43440		1,700.00
				Vendor Total:	5,117.50
GRAINGER	BUILDING MAINTENANCE	106-424-000-706-029	43441	09/11/2014	779.50
GRAINGER	BUILDING MAINTENANCE	106-424-000-706-050	43441		128.72
				Vendor Total:	908.22
JORGE HEREDIA	BOOT ALLOWANCE	101-414-000-706-027	43442	09/11/2014	150.00
				Vendor Total:	150.00
HOLT AG SOLUTIONS	EQUIPMENT MAINTENANCE	106-424-000-702-030	43443	09/11/2014	2,046.07
				Vendor Total:	2,046.07
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	101-414-000-706-029	43444	09/11/2014	1,200.21
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	101-407-000-706-029	43444		87.29
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	101-414-000-706-081	43444		195.83
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	101-414-000-703-050	43444		250.23
HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	114-433-000-706-029	43444		117.42
				Vendor Total:	1,850.98
J.B. ANDERSON	HOUSING ELEMENT UPDATE	101-405-000-702-032	43445	09/11/2014	9,976.40
J.B. ANDERSON	HOUSING ELEMENT UPDATE	101-405-000-702-034	43445		950.00
				Vendor Total:	10,926.40
JOBS AVAILABLE INC.	ADVERTISEMENT	101-408-000-703-023	43446	09/11/2014	273.00
JOBS AVAILABLE INC.	ADVERTISEMENT	101-405-000-706-023	43446		273.00
				Vendor Total:	546.00
KEY SEAL PRODUCTS, INC.	EQUIPMENT MAINTENANCE	102-418-000-706-026	43447	09/11/2014	145.29
				Vendor Total:	
KLEINFELDER, INC.	SIGNAL OAKDALE & MORRILL	151-477-000-707-101	43448	09/11/2014	4,264.50
				Vendor Total:	4,744.50
KUTAK ROCK LLP	LEGAL SERVICES	198-439-505-702-032	43449	09/11/2014	7,095.30
				Vendor Total:	7,095.30
LESLIE'S POOL SUPPLIES, INC.	POOL EXPENSE	101-414-000-703-050	43450	09/11/2014	70.98
				Vendor Total:	70.98
MID	UTILITIES	106-424-000-704-021	43451	09/11/2014	24,641.54
				Vendor Total:	24,641.54
MISSION UNIFORM SERVICE	CLEANING SERVICE	101-407-000-706-073	43452	09/11/2014	50.00
				Vendor Total:	50.00
NORMAC	BUILDING MAINTENANCE	101-414-000-706-029	43453	09/11/2014	53.34
				Vendor Total:	53.34
NORQUIST	HEATING & AIR MAINTENANCE	101-407-000-702-032	43454	09/11/2014	152.25
				Vendor Total:	152.25

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NORTH STAR ENGINEERING	MONITORING REPORT	106-424-000-702-032	43455	09/11/2014	1,250.00	
				Vendor Total:	1,250.00	
OAKDALE ACE HARDWARE	BUILDING MAINTENANCE	101-414-000-706-029	43458	09/11/2014	191.74	
				Vendor Total:	191.74	
OAKDALE LEADER	ADVERTISEMENT	101-405-000-706-023	43459	09/11/2014	455.02	
OAKDALE LEADER	ADVERTISEMENT	151-477-000-707-125	43459		229.50	
OAKDALE LEADER	ADVERTISEMENT	134-459-000-706-023	43459		229.50	
OAKDALE LEADER	ADVERTISEMENT	213-597-044-702-053	43459		357.00	
				Vendor Total:	1,271.02	
RICHARD O'BRIEN	TRAVEL REIMBURSEMENT	101-401-000-706-037	43412	09/11/2014	641.41	H
RICHARD O'BRIEN	REIMBURSEMENT	101-401-000-706-037	43456	09/11/2014	125.99	
				Vendor Total:	767.40	
DEBBIE OLSON	REIMBURSEMENT	197-439-000-702-053	43460	09/11/2014	89.94	
				Vendor Total:	89.94	
ONTEL SECURITY SERVICES, INC.	SECURITY SERVICE	118-441-000-703-066	43461	09/11/2014	2,163.72	
				Vendor Total:	2,163.72	
O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE	119-442-000-705-040	43457	09/11/2014	903.89	
O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE	106-424-000-702-030	43457		4.29	
O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE	101-414-000-706-029	43457		6.45	
					914.63	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	114-433-000-704-021	43462	09/11/2014	23,252.47	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	175-590-000-704-021	43462		192.73	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	101-414-000-704-021	43462		801.07	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	101-409-000-704-021	43462		3,599.92	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	106-423-000-704-021	43462		2,497.59	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	106-424-000-704-021	43462		995.31	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	102-418-000-704-021	43462		6,886.96	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	101-407-000-704-021	43462		1,953.53	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	118-441-000-704-021	43462		2,728.64	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	163-459-000-706-005	43462		29.58	
PACIFIC GAS & ELECTRIC	UTILITIES - LRA	118-441-000-704-021	43462		432.80	
		197-439-000-704-021			113.50	
				Vendor Total:	43,484.10	
PACIFIC PLAN REVIEW	ADMINISTRATIVE SERVICES	101-000-000-600-090	43463	09/11/2014	595.00	
PACIFIC PLAN REVIEW	ADMINISTRATIVE SERVICES	101-405-000-702-032	43463		1,147.50	
				Vendor Total:	1,742.50	
PACIFIC STORAGE COMPANY	STORAGE & SHREDDING FEE	101-403-000-703-025	43464	09/11/2014	38.35	
PACIFIC STORAGE COMPANY	STORAGE & SHREDDING FEE	101-405-000-703-025	43464		38.35	
PACIFIC STORAGE COMPANY	STORAGE & SHREDDING FEE	101-408-000-703-025	43464		38.35	
PACIFIC STORAGE COMPANY	STORAGE & SHREDDING FEE	101-412-000-703-025	43464		83.35	
				Vendor Total:	198.40	
PARKSON CORP.	EQUIPMENT MAINTENANCE	106-424-000-702-030	43465	09/11/2014	2,741.46	
				Vendor Total:	2,741.46	
PETTY CASH	FINANCE	101-412-000-706-037	43466	09/11/2014	7.00	
PETTY CASH	FINANCE	101-408-000-703-025	43466		22.57	
PETTY CASH	FINANCE	101-409-000-706-026	43466		3.77	
PETTY CASH	FINANCE	139-462-000-702-053	43466		5.50	
PETTY CASH	FINANCE	101-408-000-706-037	43466		5.98	
PETTY CASH	FINANCE	101-409-000-703-024	43466		8.87	
				Vendor Total:	53.69	
R & S ERECTION TRI COUNTY, INC	BUILDING MAINTENANCE	119-442-000-705-040	43467	09/11/2014	14,035.00	
				Vendor Total:	14,035.00	
RESOURCE BUILDING MATERIALS	BUILDING MAINTENANCE	101-414-000-706-029	43468	09/11/2014	277.24	
RESOURCE BUILDING MATERIALS	BUILDING MAINTENANCE	106-424-000-706-029	43468		89.51	
				Vendor Total:	366.75	
SAN JOAQUIN ENGINEERING	BUILDING MAINTENANCE	197-439-000-706-029	43469	09/11/2014	6,021.88	
				Vendor Total:	6,021.88	

WARRANT REGISTER

Date: 09/11/2014

City of Riverbank

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>GL Number</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Check Amount</u>	
SJVAPCD	PERMITS TO OPERATE	119-442-000-705-040	43470	09/11/2014	117.00	
				Vendor Total:	117.00	
JUSTIN SMITH	CERTIFICATION & MEMBERSHIP	106-424-000-706-038	43471	09/11/2014	247.00	
				Vendor Total:	247.00	
SPECOPS	TEEN CENTER ACTIVITY	196-496-000-707-003	43472	09/11/2014	500.00	
				Vendor Total:	500.00	
STANISLAUS FOUNDATION	DENTAL LIABILITY	201-000-000-200-082	43473	09/11/2014	769.00	
				Vendor Total:	769.00	
SUTTER GOULD	MEDICAL SERVICES	106-423-000-702-032	43474	09/11/2014	486.50	
SUTTER GOULD	MEDICAL SERVICES	114-433-000-702-032	43474		69.50	
SUTTER GOULD	MEDICAL SERVICES	106-424-000-702-032	43474		69.50	
				Vendor Total:	625.50	
TROMBETTA ELECTRICAL	BUILDING MAINTENANCE	101-407-000-706-029	43475	09/11/2014	17.82	
				Vendor Total:	17.82	
JEANINE D. TUCKER	TRAVEL REIMBURSEMENT	101-401-000-706-037	43413	09/11/2014	427.61	H
				Vendor Total:	427.61	
WARDEN'S	OFFICE SUPPLIES	101-412-000-703-025	43476	09/11/2014	88.44	
WARDEN'S	OFFICE SUPPLIES	101-403-000-703-025	43476		238.42	
WARDEN'S	OFFICE SUPPLIES	101-405-000-703-025	43476		88.43	
WARDEN'S	OFFICE SUPPLIES	101-406-000-703-025	43476		88.43	
WARDEN'S	OFFICE SUPPLIES	117-411-000-703-025	43476		88.43	
				Vendor Total:	592.15	
WESTURF NURSERY	BUILDING MAINTENANCE	106-424-000-706-029	43477	09/11/2014	106.23	
				Vendor Total:	106.23	
WILSON TECHNOLOGIES	QUARTERLY TELEPHONE MAINT.	119-442-000-702-038	43478	09/11/2014	660.00	
				Vendor Total:	660.00	
				Grand Total:	302,573.35	
				Less Credit Memos:	0.00	
				Net Total:	302,573.35	
				Less Hand Check Total:	2,779.45	
				Outstanding Invoice Total :	299,793.90	
Total Invoices: 105						

P.O. BOX 6343
FARGO ND 58125-6343



000001860 1 AB 0.406 106481657680376 P
CITY OF RIVERBANK
ILDA SALDANA
CITY OF RIVERBANK
6707 THIRD ST
RIVERBANK CA 95367-2305

ACCOUNT NUMBER
STATEMENT DATE 07-22-2014
AMOUNT DUE \$10,056.61
NEW BALANCE \$10,056.61
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED
\$ 1516.30
Please make check payable to "U.S. Bank"

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

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
CITY OF RIVERBANK -0054	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	- Credits	- Payments	New Balance	
Company Total	\$12,849.68	\$2,566.93	\$0.00	\$0.00	\$0.00	\$1,050.63	\$4,309.37	\$10,056.61	

CORPORATE ACCOUNT ACTIVITY					TOTAL CORPORATE ACTIVITY	
CITY OF RIVERBANK -0054					\$4,309.37 CR	
Post Date	Tran Date	Reference Number	Transaction Description		Amount	
07-07	07-07	74798264188000000000486	PAYMENT - THANK YOU 00000 C		4,309.37 PY	



NEW ACTIVITY						
SUE FITZPATRICK -4280		CREDITS \$150.63	PURCHASES \$322.35	CASH ADV \$0.00	TOTAL ACTIVITY \$171.72	
Post Date	Tran Date	Reference Number	Transaction Description		Amount	
07-11	07-10	24164074191929170010900	SMARTNFINAL40211104023 MODESTO CA			
07-17	07-16	74164074197091012231043	TARGET 00020966 RIVERBANK CA		38.07	
07-17	07-16	24164074197091008391194	TARGET 00020966 RIVERBANK CA		150.63 CR	
07-17	07-16	24164074197091008636630	TARGET 00020966 RIVERBANK CA		59.15	
07-17	07-16	24430994198400801031160	MSFT *XBOX LIVE BILL.XBOX.COM WA		155.14	
07-18	07-17	247650141992060000000067	PIZZA PLUS RIVERBANK CA		19.99	
					50.00	

CUSTOMER SERVICE CALL		ACCOUNT NUMBER		ACCOUNT SUMMARY	
800-344-5696		0054		PREVIOUS BALANCE	12,849.68
				PURCHASES & OTHER CHARGES	2,566.93
		STATEMENT DATE 07/22/14	DISPUTED AMOUNT .00	CASH ADVANCES	.00
				CASH ADVANCE FEES	.00
				LATE PAYMENT CHARGES	.00
				CREDITS	1,050.63
				PAYMENTS	4,309.37
				ACCOUNT BALANCE	10,056.61

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



Company Name: CITY OF RIVERBANK	
Corporate Account Number:	5 0054
Statement Date: 07-22-2014	

NEW ACTIVITY					
TRACIE J ANDERSON		CREDITS \$0.00	PURCHASES \$638.63	CASH ADV \$0.00	TOTAL ACTIVITY \$638.63
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-21	07-18	24610434200010178560074	THE HOME DEPOT #1842 RIVERBANK CA	638.63	
MARISELA H GARCIA -3433		CREDITS \$0.00	PURCHASES \$658.55	CASH ADV \$0.00	TOTAL ACTIVITY \$658.55
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-27	06-26	24388944177670338512054	ALL IN ONE POSTER COMP 714-5217720 CA	193.39	
06-30	06-27	24610434180004045193346	HOLIDAY INN EXPRESS HTL SACRAMENTO CA 1889358 ARRIVAL: 06-23-14	465.16	
MICHAEL RIDDELL -7789		CREDITS \$900.00	PURCHASES \$947.40	CASH ADV \$0.00	TOTAL ACTIVITY \$47.40
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-27	06-27	24692164178000647972622	CLEAR 888-253-2794 WA	47.40	
07-15	07-14	24266574195207211089775	CA RURAL WATER ASSOC 916-553-4900 CA	900.00	
07-21	07-18	74761974199207000000028	CA RURAL WATER ASSOC. SACRAMENTO CA	900.00 CR	

Department: 00000 Total:
Division: 00000 Total:

\$1,516.30
\$1,516.30



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

CITY OF RIVERBANK

ACCOUNT NUMBER -4280
STATEMENT DATE 07-22-14
TOTAL ACTIVITY \$ 171.72

000011093 1 AT 0.406 106481657739693 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

Date

8-4-14

Appl

Date

8/5/14

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-11	07-10	SMARTNFINAL40211104023 MODESTO CA PUR ID: 0000000000000000 TAX: 0.00	24164074191929170010900	5411	38.07
07-17	07-16	TARGET 00020966 RIVERBANK CA	74164074197091012231043	5411	150.63CR
07-17	07-16	TARGET 00020966 RIVERBANK CA PUR ID: 0000000000000000 TAX: 4.19	24164074197091008391194	5411	59.15
07-17	07-16	TARGET 00020966 RIVERBANK CA PUR ID: 0000000000000000 TAX: 10.99	24164074197091008636630	5411	155.14
07-17	07-16	MSFT *XBOX LIVE BILL.XBOX.COM WA PUR ID: 80103116 TAX: 0.00	24430994198400801031160	4816	19.99
07-18	07-17	PIZZA PLUS RIVERBANK CA	24765014199206000000067	5812	50.00

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -4280		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	07-22-14	\$.00	PREVIOUS BALANCE	\$.00
			PURCHASES & OTHER CHARGES	\$322.35
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$150.63
			TOTAL ACTIVITY	\$171.72

PAYMENT VOUCHER

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

STATEMENT DATE

22-Jul-14

CARDHOLDER NAME

Sue Fitzpatrick

[illegible]

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

CARD HOLDER

DATE _____

APPROVING OFFICIAL SIGNATURE

DATE _____

PIZZA PLUS
3308 SANTA FE ST
RIVERBANK, CA 953670000

07/17/2014

13:59:37

Merchant ID:

000000002604647

Terminal ID:

03856381

267549598881

CREDIT CARD

VISA SALE

CARD #

XXXXXXXXXXXX4280

INVOICE

0006

Batch #:

000717

SERVER

0299

Approval Code:

080742

Entry Method:

Swiped

Mode:

Online

PRE-TIP AMT

\$50.00

TIP

TOTAL AMOUNT

CUSTOMER COPY



RIVERBANK - 209-8 -1270
07/16/2014 03:37 PM EX RES 10/14/14



TOYS-SPORTING GOODS

088080077

BASKETBALL

T

\$29.97

3 @ \$9.99 ea

088080273

BASKETBALL

T

\$24.99

T = CA TAX 7.6250% on \$ SUE TAL \$54.96
.96 \$4.19
TAL \$59.15

PO#XXXX *4280 VISA C RGE \$59.15

Target Pharmacy We're here to help!

9am - 7pm M-

9am - 5pm Sa

11am - 5pm S

REC#2-4197-2096-0083-9119- VCD#758-255-041



RIVERBANK - 209-863-1270
07/16/2014 03:21 PM



RETURN

RTG RCPT ID# 2-4197-2096-0086-3563-7	
08080219	BASKETBALL T \$34.99-
08080219	BASKETBALL T \$34.99-
08080219	BASKETBALL T \$34.99-
08080219	BASKETBALL T \$34.99-

SUBTOTAL \$139.96-
T = CA TAX 7.6250% on \$139.96- \$10.67-
TOTAL REFUND \$150.63-
*4280 VISA CREDIT \$150.63-

RECEIPT ID# 2-4197-2096-0122-3104-5



RIVERBANK 209 63-1270
07/16/2014 02:23 PM



ENTERTAINMENT-ELECTRONICS
057060913

DURA CT T \$4.19
RETURN BY 08/15/14

TOYS-SPORTING GOODS
088080219

BASKETBALL T \$139.96
4 @ \$34.99 ea

SUBTOTAL \$144.15
T = CA TAX 7.6250% on \$144.15 \$10.99
TOTAL \$155.14

PO#XXXX *4280 VISA CHARGE \$155.14

Target Pharmacy We're here to help!
9am - 7pm M-F
9am - 5pm Sat
11am - 5pm Sun

REC#2-4197-2096 / VOID#752-255-437

MONTHLY
\$10,000
GIFTCARD



PLUS 6
Instant
winners!

** Let Us Know **

TELL US ABOUT YOUR VISIT WITHIN 72 HOURS
ON OUR NEW SHORTER SURVEY:

www.informtarget.com

User ID: 7580 2790 4991
Password: 363 363

For a monthly chance to win:
A \$10,000 TGT GiftCard national sweepstakes
---PLUS---

Six \$25 instant TGT GiftCard winners/state
EN UN PLAZO DE 72 HORAS
CUENTENOS SOBRE SU VISITA USANDO
NUESTRA NUEVA Y CORTA ENCUESTA:
www.informe-a-target.com

Tenga la oportunidad mensual de ganar:
Una tarjeta TGT GiftCard de \$10,000 en un
sorteo nacional y
Seis ganadores por estado al instante de
una tarjeta TGT GiftCard de \$25.

18+ TO ENTER.
TARGET TEAM AND FAMILY NOT ELIGIBLE.
FOR COMPLETE RULES, SEE GUEST SERVICE
OR WWW.INFORMTARGET.COM

Smart&Final®

The Smaller Faster Warehouse Store

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

See Us On The WEB www.smartandfinal.com

Cashier: Yanet

DATE 07/10/14

TIME 17:42:43

Hot Cheetos Crunch	11.99 F
Sour Punch Twists	7.99 F
50Ct Orig Flavor V	11.99 F
Arrowhead Spring	4.50 F
Was \$4.99 / YOU SAVED -> \$.49	
+CRV	1.60

SUBTOTAL	38.07
SALES TAX	.00
TOTAL	38.07

Visa	TENDER	38.07
Acct #	*****4280	
APPRVL CODE	002460	
Cas Ref#	17	
CASH	CHANGE	.00

TOTAL NUMBER OF ITEMS THIS VISIT--> 4

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

DATE 07/10/14 TIME 17:45:21
Account # *****4280

Tender Type Credit
Reference # 124854
APPRVL CODE 002460
Reason Code RM00 Total 38.07
Trans # 198 Cash back .00

17:43:43 OP# 130534 07/10/14
Term:2 Trans # 198 Store # 402

THANK YOU FOR SHOPPING
YOUR MODESTO SMART&FINAL
STORE MANAGER: MARCO LOPEZ
1 (209) 526-4115

We want to know your thoughts
so we can serve you better.

Complete our customer survey
and be entered to win a

\$500 SmartCash Card

Please visit
<http://www.smartandfinal.com/survey>
Enter code 879858
within 5 days of this shop!

We're sending you this message to confirm that you have recently purchased the following items:

Date	Confirmation#	Item(s)	Amount
7/16/2014	566890608787485674	- Minecraft: Xbox 360 Edition	\$19.99
SubTotal:			\$19.99
Tax:			\$0.00
Total Amount:			\$19.99

The following payment option will be billed for this purchase:

Card Type: VISA

This mail is confirmation that you have successfully purchased the Games on Demand title listed above. Thank you for purchasing from Games on Demand on Xbox LIVE Marketplace. Your account will be charged the amount listed above. There are no refunds for game purchases. To play your game: in the Xbox Dashboard go to My Xbox, Game Library. Did you know that with Xbox LIVE® Marketplace on the Web, you can now buy Microsoft Points, purchase games, download game videos, and rent videos directly on Xbox.com to use on your console? All you need is a Silver or Gold account, an Xbox 360 with Internet access, and a storage device, and you're ready to get points, queue up game and video downloads to your Xbox 360 and more, all from the convenience of your PC. You can even renew your subscription and easily manage your account online. Just visit this site: <http://marketplace.xbox.com>. See you on Xbox LIVE! Thank you for using Xbox LIVE Marketplace.

Thank you!

Xbox LIVE Team



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

CITY OF RIVERBANK

ACCOUNT NUMBER 1-6343
STATEMENT DATE 07-22-14
TOTAL ACTIVITY \$ 638.63

000011094 1 AT 0.406 106481657739694 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.

Cardholder

Date

Approver

Date

8/13/14

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-21	07-18	THE HOME DEPOT #1842 RIVERBANK CA PUR ID: NONE TAX: 44.54	24610434200010178560074	5200	638.63

Default Accounting Code:			
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 1-6343		ACCOUNT SUMMARY
	STATEMENT DATE 07-22-14	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE \$.00 PURCHASES & OTHER CHARGES \$638.63
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		CASH ADVANCES \$.00 CASH ADVANCE FEE \$.00 CREDITS \$.00
			TOTAL ACTIVITY \$638.63

CITY OF RIVERBANK

PAYMENT VOUCHER

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

STATEMENT DATE

22-Jul-14

TRACIE J. ANDERSON

CARDHOLDER NAME

[illegible]

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

CARD HOLDER

DATE _____

APPROVING OFFICIAL SIGNATURE

DATE _____

8/13/14



More saving.
More doing.SM

5230 SQUIRE WELLS RD, RIVERBANK, CA 95367
STORE MGR ANTHONY GOMEZ (209) 863-1370

1842 00097 69555 07/18/14 04:56 PM
CASHIER - SPOS01

ORDER ID: 1842-169650

RECALL AMOUNT 658.99

-----10% off Appliances \$396+-----
649.00 10% off Appliances \$396+ -64.90
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 594.09

SALES TAX 44.54

TOTAL \$638.63

XXXXXXXXXXXX6343 VISA 638.63

AUTH CODE 013990/0973553 TA

P.O.#/JOB NAME: none



1842 97 69555 07/18/2014 0204

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
GVM3 141241 139496

Password:
14368 139399

Entries must be entered by 08/17/2014.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

REFRIGERATOR FOR CITY HALL NORTH
TO REPLACE NON-WORKING 20+ YEAR
OLD REFRIGERATOR IN BREAKROOM.

CHARGE TO THE FOLLOWING ACCOUNTS:

101-401.000-703.025	\$ 127.726
101-402.000-703.025	\$ 127.726
101-407.000-702.030	\$ 127.726
101-408.000-703.025	\$ 127.726
139.462.000-702.053	\$ 127.726

TOTAL \$ 638.630

lbain
07/22/2014



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

CITY OF RIVERBANK

ACCOUNT NUMBER -3433
STATEMENT DATE 07-22-14
TOTAL ACTIVITY \$ 658.55

000011095 1 AT 0.406 106481657739695 P

MARISELA H GARCIA
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
payment is authorized.

Cardholder

Date

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
06-27	06-26	ALL IN ONE POSTER COMP 714-5217720 CA PUR ID: 43154206 TAX: 0.00	24388944177670338512054	7399	193.39
06-30	06-27	HOLIDAY INN EXPRESS HTL SACRAMENTO CA 1889358 ARRIVAL: 06-23-14	24610434180004045193346	3501	465.16

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -3433		ACCOUNT SUMMARY	
	STATEMENT DATE 07-22-14	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES	\$658.55
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$658.55

CITY OF RIVERBANK

PAYMENT VOUCHER

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

STATEMENT DATE

22-Jul-14

MARISELA H. GARCIA
CARDHOLDER NAME

[illegible]

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

CARD HOLDER

DATE _____

APPROVING OFFICIAL SIGNATURE

DATE _____



06-27-14

Jose Lopez
6707 Third Street
Riverbank CA 95367
United States

Folio No. :
A/R Number :
Group Code :
Company : **Federal Government**
Membership No. :
Invoice No. :

Cashier No. : **109**
Room No. : **217**
Arrival : **06-23-14**
Departure : **06-27-14**
Conf. No. : **62656272**
Rate Code : **IMGOV**
Page No. : **1 of 1**

Date	Description	Charges	Credits
06-23-14	Government Rate	102.00	
06-23-14	Occupancy Tax	12.25	
06-23-14	Tourism Assessment Fee	2.04	
06-24-14	Government Rate	102.00	
06-24-14	Occupancy Tax	12.25	
06-24-14	Tourism Assessment Fee	2.04	
06-25-14	Government Rate	102.00	
06-25-14	Occupancy Tax	12.25	
06-25-14	Tourism Assessment Fee	2.04	
06-26-14	Government Rate	102.00	
06-26-14	Occupancy Tax	12.25	
06-26-14	Tourism Assessment Fee	2.04	
06-27-14	Visa		465.16
Total		465.16	465.16
Balance		0.00	

In Marcela's
cc

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

114-433.000-706.038

Water Distribution Class
for Certification

Holiday Inn Express Hotel & Suites Natomas
2981 Advantage Way
Sacramento, CA 95834
Telephone: (916) 928-9400 Fax: (916) 928-9235

Alvaro Zamora

From: Bethel Espartinas <bethel@allinoneposters.com>
Sent: Wednesday, June 25, 2014 8:53 AM
To: Alvaro Zamora
Subject: All In One Poster Company, Inc: Receipt #80823



Receipt

Date 6/25/2014
Sale # 80823
Shipping Method FedEx 2Day®
Tracking # 770414190346
Payment Method VISA
Notes
Credit Card # *****3433

Tax ID #: 87-0698377

Bill To

Alvaro Zamora
City of Riverbank
6707 3rd St.
Riverbank CA 95367
United States

Ship To

Alvaro Zamora
City of Riverbank
6707 3rd St.
Riverbank CA 95367
United States

Item	Quantity	Rate	Amount	Tax	Options
California & Federal Combo English	8	19.95	159.60	Yes	
Subtotal			159.60		
Shipping Cost (FedEx 2Day®)			21.62		
Tax (CA_STANISLAUS CO_DCMH 7.625%)			12.17		
Total			\$193.39		

**Remit to: All In One Poster Company, 8521 Whitaker Street,
Buena Park, CA 90621**

**Website: www.allinoneposters.com email:
sales@allinoneposters.com**

Tel: 714-521-7720 Toll Free: 800-273-0307 Fax: 714-521-7728

TH 1-408-000-703.025 In One
Po

Marisela's
CC

101-408.000-703.025

CITY OF RIVERBANK

PAYMENT VOUCHER

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

STATEMENT DATE

29-Jul-14

Michael Riddell

CARDHOLDER NAME

[illegible]

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

CARD HOLDER

29-Jul-14
DATE

APPROVING OFFICIAL SIGNATURE

DATE _____



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

CITY OF RIVERBANK

ACCOUNT NUMBER 7789
STATEMENT DATE 07-22-14
TOTAL ACTIVITY \$ 47.40

000011096 1 AT 0.406 106481657739696 P

MICHAEL RIDDELL
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.

Cardholder Date 7/29/14 Approver

7/30/14
Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
06-27	06-27	CLEAR 888-253-2794 WA PUR ID: lv7eyjv 00341030 TAX: 0.00	24692164178000647972622	4816	47.40
07-15	07-14	CA RURAL WATER ASSOC 916-553-4900 CA PUR ID: 1421108977 TAX: 0.00	24266574195207211089775	8398	900.00
07-21	07-18	CA RURAL WATER ASSOC. SACRAMENTO CA PUR ID: 00000002 TAX: 0.00	74761974199207000000028	8299	900.00CR

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -7789		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	07-22-14	\$.00	PREVIOUS BALANCE	\$.00
			PURCHASES & OTHER CHARGES	\$947.40
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$900.00
			TOTAL ACTIVITY	\$47.40

114. 433.000, 702.022



How to reach us...

Online Live Chat 24x7 www.clearwire.com

Or call 888.253.2794

Invoice Date: 06/27/2014

Invoice Number: 4-140626-321

Customer ID: 341030

Amount Due: \$47.40

Due Date: 06/27/2014

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



Previous Balance	\$47.40
Payments, Thank You	\$-47.40
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$47.40
Amount Due	\$47.40

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
06/27/2014	4-140626-321	341030	\$47.40	06/27/2014	1 of 2

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$46.99
Other Charges	\$0.00
Other Fees and Non-Government-Mandated Surcharges	\$0.00
Taxes and Government-Mandated Surcharges	\$0.41

Invoice Detail

Payments

Description	Amount
05/27/2014 Credit/Debit Card Payment 42*****7789	\$47.40
Total Payments	\$47.40

Service Charges For Account #345871

WiMAX Wireless Access

Service	Amount
06/26/2014 cityofriverbank XX_Upgrade Home 5.0/500 Servi	\$41.99
06/26/2014 cityofriverbank SGDN5313AA - Leased	\$5.00
Total WiMAX Wireless Access	\$46.99

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes and Government-Mandated Surcharges

Taxes and Government-Mandated Surcharges for Account #345871

Description	Amount
06/26/2014 STATE SALES TAX	\$0.31
06/26/2014 COUNTY SALES TAX	\$0.06

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
06/27/2014	4-140626-321	341030	\$47.40	06/27/2014	2 of 2

06/26/2014	DISTRICT TAX (STCL)		\$0.01
06/26/2014	CITY SALES TAX		\$0.03
	Total Taxes and Government-Mandated Surcharges		\$0.41

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Michael

California Rural Water Association

Invoice Number 11121 - Order Date July 14, 2014

Quantity	Product	Price	Total
1	AWE Backflow Tester Certification (AWE.BF) Locations & Dates: Sacramento, Jul 21-25 Product sku () Attendee(s) Name(s):: Chris Smith System/Company Name:: City of Riverbank System/Company Address:: 6707 Third Street City: Riverbank State: CA Zip: 95367 Phone: 209-869-7128 Fax: 209-869-7045 E-mail: kmossman@riverbank.org Billing Name: Kimberly Mossman <i>No Sales Tax</i> Notes: Certificate for system in county.	\$900.00	\$900.00

114-433.000.706.038

Order Status

New

Order Comments

None

Payment Details**Billing Address**

Chris Smith
6707 Third Street

Riverbank
California
United States
95367
209-869-7128
kmossman@riverbank.org

Payment Method

Credit/Debit Card

Auth Code

Delivery Details

Delivery Address

Same as billing address

Postage Method

Sub-Total	\$900.00
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Current Total	\$900.00
---------------	-----------------

[Print Invoice](#)

California Rural Water Association

4131 Northgate Boulevard

Sacramento

California

95834

United States

Email: mcochran@calruralwater.org

Tel: 916.553.4900



California Rural Water Association

4131 Northgate Blvd., Sacramento, CA 95834

(800) 833-0322 FAX (916) 553-4904

www.calruralwater.org e-mail: rbrungess@calruralwater.org

Refund Receipt

July 22, 2014

ENROLLMENT CONFIRMATION AND RECEIPT

To: Chris Smith, City of Riverbank

Fax:

Total refunded: \$900 with credit card (-7789) on 07/18/2014. Thank you!

Because you are a CRWA member, you saved \$200 off this registration fee. Thanks for your support!

Program: AWE Backflow Tester Certification
Location: CRWA Training Center, 4131 Northgate Blvd., Sacramento, CA, 95834
Date: July 21, 2014- July 25, 2014 **(Test given on July 25th)**
Schedule: Class: Monday 9:00 am – 5:00 pm | Tuesday-Friday 8:00 am-5:00 pm,
Lunch (provided): 12:00 – 1:00 pm
Lodging: Holiday Inn (916-928-9400), Staybridge Suites (916-575-7907), Hampton Inn (916-928-5700)

Important Reminders:

- ◆ Training room climates vary, so wear layered clothing to ensure your personal comfort.
- ◆ Please be considerate of all participants by silencing your cell phone and not texting during class.
- ◆ Course materials will be provided. **Please bring a calculator with a 10-digit display.**
- ◆ A site map is attached on page 2 of this confirmation.
- ◆ If any registrant requires special accommodations for disabilities, please contact our office at 800-833-0322 ext 1.

Cancellation Policy:

- ◆ All registrants who have registered and paid for class at least seven business days prior to class will receive their certificate on-site.
- ◆ Cancellations must be received by CRWA in writing five business days prior to the event to qualify for a refund.
- ◆ Cancellations received within this time frame, will be subject to a full refund less a \$25 processing fee.
- ◆ All class transfer requests must be received 5 business days prior to class and are subject to CRWA approval. Transfers will only be valid within the same calendar year.

Thank you for choosing CRWA for your training needs!

Sincerely,

Ruby Brungess

Ruby Brungess
CRWA Training Coordinator
rbrungess@calruralwater.org

CRWA Training Privacy Policy: It is the policy of California Rural Water Association to safeguard the privacy and information security of our students. Class files are safely secured at CRWA headquarters and are only released with the permission and written notification of the student.