



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

AGENDA

TUESDAY, DECEMBER 13, 2016 – 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
Council/Authority Member (District 2) Cindy Fosi
Council/Authority Member (District 4) Darlene Barber-Martinez
Council/Authority Member (At-Large) Cal Campbell
Council/Authority Member (At-Large) Leanne Jones Cruz

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien

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.

1. PRESENTATIONS There are no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the November 22, 2016, City Council and Local Redevelopment Authority Minutes.

Item 3.C: **Award Contract for the Citywide Classification and Compensation Study to CPS HR Consulting and Authorize the Interim City Manager/Director of Finance to Execute the Agreement** – It is recommended that the City Council award a contract to CPS HR Consulting to conduct a Citywide Classification and Compensation Study in the amount of \$41,943 plus other associated expenses and authorize the Interim City Manager/Director of Finance to execute the agreement.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS

The Public Hearing Notice for Public Hearing Item 5.1 was published in the Riverbank News on 11/30/2016.

Item 5.1: **The First Reading and Introduction by Title Only of a Proposed Ordinance Amending Chapter 31: City Officials of Title III: Administration, of the Riverbank Municipal Code** – It is recommended that the City Council conduct the public hearing for the first reading and introduction by title only of the proposed ordinance to consider its approval as presented, which will initiate the scheduling of the ordinance for its second reading by title only on January 10, 2017, to consider its adoption. The purpose of this Ordinance is to amend the R.M.C. by adding an Assistant City Manager position to the R.M.C. and providing technical changes in relation to this change.

6. NEW BUSINESS

LRA Item 6.1: **Accept Report on Status of LRA Budget for First Quarter FY 2016/17 – It Accept Report on Status of LRA Budget for First Quarter FY 2016/17** – It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) receive and approve the status report on the LRA budget for the first quarter of fiscal year 2016/17.

- Item 6.2:** **Approval for the Interim City Manager to Enter into a Consulting Contract with De Novo Planning Group for Environmental (EIR) work associated with the Crossroads West Specific Plan (CRWSP), General Plan Amendment, Development Agreement and Annexation** – It is recommended by Staff that the City Council, by minute action, authorize the Interim City Manager to enter into a Consulting Contract with De Novo Planning Group pursuant to the approved Advanced Funding Agreement, to cover special consultant charges anticipated with the processing of the Crossroads West Specific Plan and Annexation proposal.
- Item 6.3:** **A Resolution Approving the Reimbursement Agreement with McRoy-Wilbur Communities for Funding of the Acquisition of Well Site #11, 6612 Central Ave at the south east corner of Sante Fe and Central Ave – APN 062-020-17 and authorizing the City Manager to retain the services of Interwest Consulting Group for Right of Way Agent Services, including Appraisal of the Property** – It is recommended that the City Council consider the adoption of a Resolution approving the Reimbursement Agreement with McRoy-Wilbur Communities to fund the purchase of Well Site #11 and authorize the City Manager to execute a consulting contract with Interwest Consulting Group for right of way agent services associated with the acquisition of well site.
- Item 6.4:** **A Resolution Adopting the Declaration of Covenants, Conditions and Restrictions related to Public Artwork** – It is recommended that the City Council consider the adoption of the proposed Resolution approving the attached Draft Declaration of Covenants, Conditions and Restrictions (“CC&R’s”), to be utilized for future construction of Public Art on private property.
- Item 6.5:** **Riverbank Cheese & Wine Festival Three-Year Evaluation** – It is recommended that the City Council provide direction to staff on the future of the Riverbank Cheese & Wine Festival.
- Item 6.6:** **Annual Nomination and Appointment of the Vice Mayor** – It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor and the City Council, by motion for approval, make the appointment for a one-year term.

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.

Item 8.1: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: Marisela Garcia, Interim City Manager

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

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 LABOR NEGOTIATORS**

ADJOURNMENT (The next regular City Council meeting –Tuesday, Jan. 10 @ 6:pm)
(The December 27th regular City Council meeting is canceled)

UPCOMING EVENTS:

City Hall Friday Office Hours	▪ <u>City Offices are Closed Alternating Fridays</u> Due to the upcoming Holidays the following Fridays City will also be closed. - o Friday: December 9 and 23 – OPEN Hours 8:am – 5:pm - o Friday: December 16 and 30 – Alternate Friday CLOSED
Holiday Offices Closed	▪ <u>Christmas and New Year's Holiday:</u> - o December 26 – December 29, 2016
January 2, 2017	▪ <u>Offices open for business during regularly scheduled hours</u>

AFFIDAVIT OF POSTING

I, Annabelle Aguilar, do hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours prior to the meeting in accordance to the Brown Act.

Posted this 8th day of December, 2016

/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 or cityclerk@riverbank.org. Notification 72-hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [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	<u>Regular City Council Meetings:</u> 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed. <u>Local Redevelopment Authority Board:</u> Meets on an "as needed" basis. The City Council also serves as the LRA Board.
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, when technologically able, 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	• Charter – Channel 2 • AT&T Uverse – Channel 99 Visit www.riverbank.org to connect to meeting videos. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
City Hall Hours	City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays
Questions	Contact the City Clerk at (209) 863-7122 or cityclerk@riverbank.org

Any documents that are not privileged or part of a Closed Session provided to a majority of the City Council/LRA Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at North City Hall, 6707 Third Street, Riverbank, CA, during normal business hours. 5

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	December 13, 2016
Subject:	Waiver of Readings
From:	Marisela H. Garcia, Interim City Manager/Director of Finance
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:	December 13, 2016
Subject:	Approval of the November 22, 2016, City Council and Local Redevelopment Authority Minutes
From:	Marisela H. Garcia, Interim City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

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 November 22, 2016, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. November 22, 2016, City Council and LRA Minutes



**City of Riverbank
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)
**MINUTES OF
TUESDAY, NOVEMBER 22, 2016**

CALL TO ORDER:

The City Council and 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, Suite B, Riverbank, California, with Mayor/Chair Richard D. O'Brien presiding.

FLAG SALUTE:

Mayor/Chair Richard D. O'Brien

INVOCATION:

Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL:

Present

Mayor/Chair Richard D. O'Brien

Vice Mayor Jeanine Tucker

Council/Authority Member Darlene Barber-Martinez

Council/Authority Member Leanne Jones Cruz

Absent

Council/Authority Member Cal Campbell

AGENDA CHANGES:

Mayor/Chair Richard D. O'Brien – *announced that Item 6.1 would be considered after declarations of a Conflict of Interest.*

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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Interim City Manager Marisela Garcia announced she would be recusing herself from consideration of Item 6.2.

City Council proceeded to the consideration of Item 6.1.

1. PRESENTATIONS

Item 1.1: Recognition of Vice Mayor Jeanine Tucker for Her Years of Exemplary and Dedicated Service to the Citizens of the City of Riverbank.

Mayor O'Brien made a presentation on Vice Mayor Tucker's years of service and presented her with a plaque. She was also presented with a departing gift on behalf of the City by Interim City Manager Marisela Garcia. Vice Mayor Tucker thanked everyone.

(Brief Recess) *City Council took a brief recess at 6:17 p.m.; City Council reconvened at 6:30 p.m.*

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.

Lester Williams, Riverbank, inquired about his request to receive assistance to connect to the City's water system.

Scott McRitchie, Riverbank, commented on the efforts of Service Clubs and Churches providing food during the holidays; on the collection of turkeys and funds; and requested that his comments in the minutes be corrected in regards to the mentioning of a balanced budget.

Anthony McKinney, commented on his approval of the display of downtown holiday lights; on the lack of median [landscape] watering signage throughout the City; on his opposition of offering the City's legal counsel to the BID (Business Improvement District) pro bono; on the appointment process of Riverbank's representation to the Measure L Committee; on the lack of utilizing City formed committees or commissions as part of the decision-making; and on the need to ensure the City's downtown is cleaned up throughout the year as part of revitalization efforts.

Interim City Manager Marisela Garcia responded that in regards to Mr. William's comments, the options of assistance may only be offered to the property owner. Mayor O'Brien commented that there was no oversight committee over the City Council. Councilmember Jones Cruz requested clarification of what [the acronym of] BID stood for, and that she was not aware of its existence; Mayor O'Brien responded there was confusion with the delivery [of the BID comments] made.

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 November 8, 2016, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the November 14, 2016, Special City Council Minutes.
Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

ACTION: *By motion moved and seconded (Barber-Martinez / Tucker / passed 4-0) to approve Consent Calendar Items 3.A, through 3.B-1, with the correction requested [by Mr. McRitchie]; Motion carried by unanimous City Council and LRA Board roll call vote.*
AYES: Barber-Martinez, Jones Cruz, Tucker, and Mayor/Chair O'Brien
NAYS: None / ABSENT: Campbell / ABSTAINED: None

City Council proceeded to consider Item 6.2.

4. UNFINISHED BUSINESS There were no items to consider.

5. PUBLIC HEARINGS There were no items to consider.

6. NEW BUSINESS

Item 6.1: **A Resolution [No. 2016-091] Approving the Appointment of Sean Scully as the City Manager and Approving the Related Employment Agreement** – It is recommended that the Riverbank City Council approve the City Manager Employment Agreement between the City of Riverbank and Sean Scully.

Deputy City Attorney Douglas White presented the staff report.

ACTION: *By motion moved and seconded (Tucker / Jones Cruz / passed 4-0) to approve, by adoption of Resolution No. 2016-091, the appointment of Sean Scully as the City Manager and the related employment agreement as presented. Motion carried by unanimous City Council roll call vote.*
AYES: Barber-Martinez, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / ABSENT: Campbell / ABSTAINED: None

Mr. Scully thanked City Council for the opportunity to serve the City of Riverbank.

The City Council proceeded to the order of the agenda returning to Item 1.1.

Item 6.2: **A Resolution [No. 2016-092] Approving the Appointment of Marisela H. Garcia as Assistant City Manager and Approving the Related Employment Agreement** – It is recommended that the Riverbank City Council approve an Assistant City Manager Employment Agreement between the City of Riverbank and Marisela H. Garcia.

Interim City Manager Marisela Garcia recused herself from consideration of this item and exited the Chamber at 6:41 p.m.

Deputy City Attorney Douglas White presented the staff report.

Public Comment: *Mr. Anthony McKinney spoke in opposition of the creation of the position.*

City Council affirmed the creation and the City's need of the new position.

ACTION: *By motion moved and seconded (Tucker / Jones Cruz / passed 4-0) to approve by Resolution No. 2016-092 the appointment of Marisela H. Garcia as Assistant City Manager and the related employment agreement as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: Campbell / ABSTAINED: None

Interim City Manager Garcia returned to the dais at 6:47 p.m.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

- *Interim City Manager/Director of Finance Marisela Garcia: 1) announced the loss of staff member Tim Dowdy who provided 15 years of exceptional service; sending condolences to his family, 2) thanked Vice Mayor Tucker for her many years of service, and 3) welcomed new City Manager, Sean Scully, to the City. Ms. Garcia was informed of the approval of Item 6.2.*
- *Director of Parks and Recreation Sue Fitzpatrick announced the City's scheduled Christmas events.*
- *Public Works Superintendent Michael Riddell announced that PG&E would be working on changing their [PG&E property] street lights to LED lights.*
- *Planning and Building Manager Donna Kenney expressed her appreciation for the kind and caring offers of assistance she has received from the citizens of Riverbank while she has been out and about the city removing illegal posted signs/materials.*
- *City Clerk/Elections Official Annabelle Aguilar announced that the approval of the November Election Results for Councilmember District 2, and the swearing-in and reorganization of the City Council, was anticipated to occur on December 13th. The official results were expected December 6th.*

Item 7.2: Council/Authority Member Comments

- *Council/Authority Member Jones Cruz welcomed Mr. and Mrs. Scully to the meeting; looked forward to Mr. Scully joining the City; and hoped to see everyone at the City's Christmas events.*
- *Council/Authority Member Barber-Martinez reported on her attendance of the webinar on the Adult Use of Marijuana Act, Proposition 64, and welcomed Mr. Scully.*

- *Vice Mayor Tucker welcomed Mr. Scully, as the new City Manager, and his wife Mrs. Scully.*

Item 7.3: Mayor/Chair Comments

- *Mayor/Chair O'Brien: 1) announced the scheduling of his annual summit with nonprofits and community based organizations in February to discuss the topic of providing assistance to the homeless; 2) requested review of the feral cats matter in the first quarter of the year; 3) thanked Vice Mayor Tucker for her leadership and tenure on the City Council; and 4) welcomed Mr. Scully to the City of Riverbank.*

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 6:58 p.m.

ATTEST: (Adopted 12/13/2016)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	December 13, 2016
Subject/ Title:	Award Contract for the Citywide Classification and Compensation Study to CPS HR Consulting and Authorize the Interim City Manager/Director of Finance to Execute the Agreement
From:	Marisela Garcia, Interim City Manager/Director of Finance
Submitted by:	Alvaro Zamora, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council award a contract to CPS HR Consulting to conduct a Citywide Classification and Compensation Study in the amount of \$41,943 plus other associated expenses and authorize the Interim City Manager/Director of Finance to execute the agreement.

SUMMARY

The current Memorandum of Understanding (MOU) dated January 3, 2015 to June 30, 2017 between the Mid-Management Employees Association and the City of Riverbank provides for the performance of a Classification and Compensation Study.

On October 19, 2016 City staff prepared and issued a Request for Proposal (RFP). The City received two proposals from companies that specialize in conducting Classification and Compensation studies. The following companies submitted a proposal:

1. Koff & Associates
2. CPS HR Consulting

After a review of the proposals, it is recommended the City consider working with CPS HR Consulting to conduct the Citywide Classification and Compensation Study.

BACKGROUND

The last Citywide comprehensive Classification and Compensations Study was completed in 2006 by Hayhurst and Associates. Since then, the City's workforce has decreased by 30% due to a combination of layoffs and the elimination of certain job classifications, including at the Director level. The reduction in workforce resulted in the

City restructuring, combining, and/or eliminating some departments. In addition, some positions were reclassified due the increase of employee job responsibilities and duties. As such, the City's job classification plan needs to be updated to reflect the current Departmental structure and class specifications with current job duties and position requirements.

Since 2006, internal classification reviews have been conducted by the Human Resources Division and have resulted in reclassifications and salary adjustments as provided in negotiated bargaining agreements with the City's two bargaining units. As a result of labor negotiations conducted in 2014, the City agreed to conduct a job classification and compensation study to: (1) update job classifications to meet state and/or federal regulations and other pertinent laws; (2) review the current compensation plan to insure internal equity; (3) review the market place to benchmark our compensation plan and maintain competitive compensation program; and (4) apply FLSA exemption provisions.

It is anticipated that the Classification and Compensation Study will be completed in February 2016.

FINANCIAL IMPACT

There is no financial impact to the General Fund as \$60,000 were previously allocated by City Council's approval of the 2016-2017 Budget at the June 28, 2016 City Council meeting.

ATTACHMENT

1. Consultant Agreement
2. CPS HR Proposal

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 201__, (the "Effective Date") by and between the City of Riverbank, a California municipal corporation ("City"), and CPS HR CONSULTING, ("Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. City has issued a request for proposals ("RFP") for consultant services for the preparation of a PROPOSAL in connection with the CLASSIFICATION AND COMPENSATION STUDY (the "Project").

B. Consultant has submitted a proposal to City that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit B** ("Services").

C. Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule as listed and described more fully on pages 21 through 23 in the attached **Exhibit B**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from City.

2. Compensation. City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's

performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed \$ 1,800.00.

4. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

6. Termination. City may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of City's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

8. Performance by Key Employee. Consultant has represented to City that DR. BRUCE DAVIS will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

9. Property of City. The following will be considered and will remain the property of City:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services ("Documents").

Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

10. Duties of City. In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

11. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all

of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of Client pertaining to the work.

13. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

14. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

15. Indemnification. Consultant hereby agrees to indemnify and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant's obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to City:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Clerk

With courtesy copies to:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Manager

And to:

Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant:

Attention: _____

19. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____

Marisela H. Garcia,
Interim City Manager/Director of
Finance

Date: _____

Attest: _____

Annabelle H. Aguilar, City Clerk

Date: _____

Approved as to Form:

Tom Hallinan, City Attorney

CONSULTANT:

CPS HR CONSULTING, _____

By: _____

Name: _____

Date: _____

EXHIBIT A

Services

REFER TO RFP

PROPOSED

EXHIBIT B

Rate Schedule

REFER TO RFP

PROPOSED

Proposal



City of Riverbank

Comprehensive Classification and Compensation Study Consulting Services

RFP

Due Date: November 10, 2016

12:00 P.M. PST

SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815
P: 916-471-3481
F: 916-561-7281
vbrashear@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

November 10, 2016

Alvaro Zamora, HR Analyst
City of Riverbank
6707 Third St.
Riverbank, CA 95367

Subject: Comprehensive Classification and Compensation Study Consulting Services

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the City of Riverbank (City) to provide classification and compensation study consulting services. With a rich history of assisting government agencies with their classification and compensation needs, we at CPS HR are confident we can provide expert solutions to meet the City's needs.

CPS HR has been providing classification and compensation services to state, federal, and local governments along with special districts and non-profit organizations for **more than 30 years**. More specifically, our proposed team of professionals have over 95 years of combined experience in providing job evaluation and compensation studies, specifically for the public sector, and in conducting pay equity and/or comparable worth studies as noted in greater detail in their resumes.

With more than 100 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. CPS HR is headquartered in Sacramento, California with regional offices located in Georgia, Maryland, and Texas.

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services, dba CPS HR Consulting
Addresses	241 Lathrop Way* Sacramento, CA 95815 100 Congress Avenue, Suite 2000 Austin, TX 78701 400 Perimeter Center Terrace North, Suite 900 Atlanta, GA 30346 11140 Rockville Pike, Suite 550K Rockville, MD 20852 *Main Office. The plan will be formulated within this office.
Telephone Number	Main: (800) 822-4277
Number of Years in Business	1985
Type of Organization	Joint Powers Authority (Public Agency)
Proposal Primary Point of Contact	Dr. Bruce Davis; bdavis@cpshr.us ; (916) 471-3382; Dr. Davis works out of our Sacramento office.

Our response to the City of Riverbank's Request for Proposal provides (i) our understanding of the scope of work and the key reasons for the study; (ii) comprehensive information on our project methodologies; (iii) our consulting team's experience conducting similar studies; and (iv) a cost estimate for the proposed services. While our scope of work is based on our understanding of the City's needs, we are open to adjusting the work plan and cost estimate if the City considers that alternative study tasks are required. Flexibility and exceeding the requests of the client are core values of CPS HR.

It is our commitment to work in partnership with your organization to a successful result. Thank you for this opportunity; we very much look forward to establishing a professional relationship with the City of Riverbank. Should you have any questions about this proposal, please do not hesitate to contact Bruce Davis, Ph.D. **Dr. Davis can be reached by email at bdavis@cpsshr.us or by phone at (916) 471-3382. Dr. Davis conducts work out of our Sacramento office.**

I am duly authorized to represent and bind CPS HR Consulting into contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vicki D. Brashear", is written over a light blue horizontal line.

Vicki Quintero Brashear
Director of Products and Services

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Qualifications and Experience

About CPS HR Consulting

CPS HR Consulting (CPS HR) is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for 30 years. The distinctive mission of CPS HR is to promote HR excellence in the public sector.



With more than 100 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. CPS HR is headquartered in Sacramento, California.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

CPS HR has been continually conducting classification and compensation studies for state, federal, and local governments along with special districts and non-profit organizations for over 30 years. Our references provided in the **References Section** of this proposal deliver further clarity around the type of classification and compensation projects we have completed. These examples further demonstrate that we have significant experience conducting comprehensive classification studies that have included collecting data, performing analyses on said data, making recommendations, and working successfully with our partners/clients.

Distinguishing Characteristics

Systems approach. Our systems approach to human resources improves organizational performance for clients across the United States. We understand the importance of each human resources function (e.g., classification, compensation, job analysis, recruitment, selection, training, etc.) and how they connect to one another to provide a strong foundation for all human resource activities.

Depth of experience working in public agencies. CPS HR is a joint powers authority, and as such, our charter mandates that we provide services exclusively to public agencies and non-profits.

CPS HR staffing. CPS HR employs only the best staff members. Many of our staff have both public and private classification and compensation experience, they are diligent in their work, listen to and understand the needs of our clients, and possess advanced education and certifications such as SHRM, IPMA, World at Work, etc.

Automated Solution. CPS HR utilizes a proprietary system called Comp Calculator for the management and analysis of compensation survey data. The Comp Calculator is a web-based program that allows for the data entry of survey data on an agency-by-agency basis and then generates a separate datasheet within Excel for each surveyed classification.

Customer Service. It is our goal to provide the best customer service possible to all of our clients. To assist us in achieving this goal, we provide, at no additional cost to our clients, implementation and support assistance for each project.

Partial Project List

CPS HR has conducted over 100 classification and compensation related studies for cities, counties, courts, special districts, and higher education institutions within the last few years. Therefore, we have provided the following partial list of agencies for which we have provided classification and compensation services. With the following list and the examples provided in our references, we demonstrate how we have collected data, performed analyses on said data, made recommendations, and worked successfully with our partners/clients. Our references provide more detail in regards to contract information and the services provided.

Partial Public Agency Five Year Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
Alameda Corridor East Construction Authority	Mojave Water Agency*
Amador-Tuolumne Community Action Agency	Monterey Peninsula Airport District
American Canyon, City of*	Monterey, County of*
Anaheim, City of*	Montgomery College, MD
Ashland, City of	Napa County Transportation & Planning Agency

Proposal to the City of Riverbank
Classification and Compensation Study Professional Consulting Services

Partial Public Agency Five Year Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
Association of Bay Area Governments*	Oakdale, City of
Bell, City of*	Orange, County of*
Berkeley, City of*	Petaluma, City of
Bernalillo, County of*	Placer, County of*
Brawley, City of	Redding, City of (Electric Utility)
California Bureau of State Audits	Rio Dell, City of*
California Dept of Corrections and Rehabilitation	Rocklin, City of*
California Department of Energy	Roseville, City of (Electric Utility Department)
California Department of Food and Agriculture	Sacramento Municipal Utility District
California Department of Human Resources	Sacramento, County of*
California Department of Real Estate	Safety Center, Inc.
California Office of the Chief Information Officer	San Diego County Water Authority
California Seismic Safety Commission	San Joaquin Regional Rail Commission
California State University, Sacramento	San Joaquin, County of*
Clark, County of*	San Luis Obispo, County of
Contra Costa, County of	Sierra Nevada Conservancy
Eureka, City of	Stanislaus, County of*
Glenn, County of*	State Bar of California
Greater Los Angeles County Vector Control District	Superior Court of California, Orange County
Housing Authority of Santa Clara	Tehachapi, City of
Imperial, County of	Ventura, County of*
Jurupa Community Services District	Vista, City of*
Los Angeles Co Employees Retirement Assoc.*	Western Area Power Administration
Los Angeles Department of Water and Power	Yosemite Community College*
Madera, City of	

Project Team

Project Manager

We have selected **Ms. Christi Tenter** to serve as the project manager for this engagement because of her strong project management skills and depth of experience with a broad range of classification and compensation studies. She brings to the CPS HR team over 20 years of experience in public and private sector human resources. Her role will be to work directly with the City and designated stakeholders to (i) ensure the City's study needs and goals and objectives are understood and accurately communicated to City management, other key stakeholders, and the CPS HR Project Team; (ii) conduct client meetings; (iii) be responsive to all client requests; (iv) manage the work of the Project Team; (v) meet timeline and budget expectations; (vi) conduct quality control of deliverables; and (vii) meet/provide information/present results to the City's stakeholders.

Consultants

CPS HR has assembled a uniquely qualified team of professionals to assist the City with its studies. We are committed to meeting the highest professional standards of quality, therefore team members have been selected for their relevant experience and professional maturity in dealing with project environments such as this. The consultants we have assigned for work under this contract are listed in the following organizational project staffing chart. **Resumes for each team member are included in Appendix A.** Each of our team members has broad and deep experience in public sector classification and total compensation systems and analysis, therefore, we do not have the need to include any subcontractors on this project.

PROPOSED CPS HR TEAM—STAFF EXPERTISE AT A GLANCE			
CPS HR Consultant Name/Role	Years Experience	Classification	Compensation
Christi Tenter, BS, Project Manager	20+	✓	✓
Bruce Davis, PhD, Technical Advisor	20+	✓	✓
Brian Moritsch, MA, Project Consultant	25+	✓	✓
Barbara Santos, MBA, Project Manager	25+	✓	✓
Justin Tucker, MA, Project Consultant	5+	✓	✓

Approach and Work Plans

CPS HR's Understanding of the Scope of Work

The City of Riverbank (City) is seeking the services of a consulting firm qualified and experienced in the development and implementation of classification and compensation systems. Because of the City's significant restructuring over the past few years, our overall purpose of this study is to ensure that (i) the City's classification structure is sound; (ii) classification specifications are reflective of the work performed; (iii) positions are properly allocated within the classification structure; and (iv) the City salaries are externally competitive and internally equitable.

For this study, the City has approximately forty-eight (48) budgeted FTEs working in thirty-eight (38) classifications, comprising four (4) Executive, sixteen (16) Middle Management/Confidential, and twenty-eight (28) Miscellaneous employees, with four (4) positions presently vacant.

The desired outcomes of a comprehensive classification and compensation study include:

- A classification structure that is easily understood, with current job descriptions where distinctions between classifications are clearly identified, and individual positions are allocated to the correct classifications.
- A sustainable compensation system that is competitive in the marketplace, internally equitable, and integrated with the classification system.

CPS HR believes that the proper development and implementation of a comprehensive market based compensation plan, combined with a structured approach to internal equity through whole job analysis, provides a sound foundation for a compensation plan. Over the course of this study, CPS HR will address all aspects of the City's Request for Proposal with respect to its classification and compensation issues by:

- Reviewing City's current classification and compensation structure.
- Reviewing all of the City's job descriptions and other background materials to ensure a comprehensive understanding of each classification and the City's operational needs.
- Reviewing the labor market and making recommendations as appropriate, and conducting a compensation survey of benchmark classifications to be surveyed within the City's designated labor market. Included later in this proposal is an itemized list of data collected within the Compensation study.
- Recommending a methodology to be used in the City's internal equity process. The recommended salary structure will be developed to achieve market competitiveness and internal equity, with a rationale for placement of classifications within the structure.
- Providing the methodologies used in the study for ongoing maintenance and administration of the classification and compensation plan.

- Providing guidance for project strategy development and successful completion by setting joint goals during initial meetings, establishing a communication plan, identifying potential roadblocks and solutions, and discussing an implementation process.

Approach and Methodology

Our approach to consulting can be summarized in the following four statements:

- CPS HR promotes building a solid foundation for human resource management to best support an organization's efforts to achieve its mission and goals. We view the human resources function as a systems model that integrates success factors and best practices across the human resources span of control, while aligning with the external and internal factors that support its solid foundation. The use of this systems approach eliminates or mitigates the unintended consequences of making decisions which place human resources programs in silos, rather than on a continuum.
- CPS HR fully understands classification and compensation studies require an iterative, collaborative, and flexible approach, rather than an approach based on imposing change, and our work plans are designed to be inclusionary and collaborative with all City stakeholders.
- Classification and compensation systems should be designed to serve as a foundation for an organization over many years, through both good and bad economic times. We believe our greatest strength is our ability to work with our clients to develop well thought out systems which will withstand changing operational and economic conditions.
- We view our clients as our business partners; our goal is to form strong and collaborative partnerships with our clients to assist them in achieving their missions. It is through such partnerships that CPS HR achieves our own mission to promote HR excellence in the public sector.

Classification Study Work Plan

Task 1 – Receive and Review Background Material. Upon contract execution, CPS HR will gather background information including the following city-provided materials:

- Organization Charts
- Classification Specifications (Electronic copies preferred)
- Benefit Summaries
- Budget Information
- Relevant Policies and Procedures
- Memorandums of Understanding
- Current Compensation Philosophy

Task 2 – Initial Project Meetings. The CPS HR Project Manager will meet with the City’s Internal Project Manager and designated key stakeholders to initiate the project, and to confirm study goals, objectives, and methodologies. During this meeting, CPS HR and the City will discuss and agree upon a communication plan for this study, since open and consistent communications with many stakeholders are key elements in project acceptance and success.

Task 3 – Develop Job Evaluation Tools. CPS HR will develop tools to ensure valid information is gathered, analyzed, and documented consistently. This activity includes finalizing a Position Description Questionnaire (PDQ) based on current Job Specifications for approval by the City. Each questionnaire is designed to capture specific information with reference to current job duties, and to be used in studies with multiple analytical goals such as position allocation, classification specification development/revisions, and the identification of compensable factors. This task will require participation by employees, managers, and supervisors. Each PDQ will require about one hour of employee time to complete and one-half hour for supervisors/managers to review and comment.

Task 4 – Conduct Orientation Sessions. The CPS HR Project Manager will conduct two orientation sessions with department heads, managers, supervisors, and employees. CPS HR will draft a memorandum to all employees included in the study and invite them to attend the appropriate study orientation session. The purpose of these sessions is to (i) communicate study goals, methodology and processes; (ii) provide the PDQ and explain to employees how the document should be completed; (iii) explain the role of employees, supervisors and managers in the study; and (iv) respond to any and all employee questions on the study process. These tasks and processes are critical in gaining employee understanding, trust, and acceptance of the study. It is advised that all employees attend one of these meetings which are 30 minutes to one hour.

Task 5 – PDQ Completion. All study employees will have the opportunity to provide information on the duties and responsibilities as it relates to job specifications, duties not covered in the job specification, minimum qualifications, and physical demands. Each incumbent’s supervisor will then review the collected data to ensure that the incumbent has accurately and sufficiently captured all pertinent information on job context and work output.

Task 6 – Receive and Review PDQs/Prepare for Interviews. The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position. Job audit interview questions for study employees will be developed based upon the results of the documentation review. CPS HR Project Team members will develop an interview schedule and will coordinate the schedule with the City’s designated staff member (this individual will assume responsibility for coordinating the interview schedule with CPS HR and the study employees, notifying employees of their allotted time and date, making changes to the schedule, notifying all parties concerned, and for reserving any conference rooms).

Task 7 – Conduct Job Evaluation Interviews. In addition to the written PDQs, CPS HR will conduct job evaluation interviews for all single position classifications and focus group meetings for multiple position classifications to ensure our Project Team has a complete understanding of the duties and responsibilities assigned to each position. We are also open to conducting interviews with a representative sample of employees in multiple position classifications at the City’s request. Interviews with supervisors or managers may also be held to further clarify information documented on their subordinate employees’ PDQs. For planning purposes, each employee interview is assumed for approximately 45 minutes and the supervisor/manager interviews are assumed for one hour.

Task 8 – FLSA Analysis. The Project Team will analyze the duties and responsibilities of each position and provide recommendations to ensure compliance with the Fair Labor Standards Act (FLSA) exempt/non-exempt designations. Each position will be thoroughly reviewed based on the duties, responsibilities, scope of authority, and span of control for purposes of determining whether it is exempt or non-exempt under FLSA. We will provide a brief write-up on any positions that we find are not properly designated and summarize all other positions. The CPS HR Project Team will prepare a summary report in a table format presenting the following information:

- Employee name; Current classification; Current FLSA status; Recommended FLSA status; Exemption type (if applicable); Brief summary on rationale for the exemption (if applicable)

Task 9 – ADA Analysis. The Project Team will assess each position’s essential functions. CPS HR will prepare a questionnaire as part of the data collection effort to gather information about the physical demands. In addition, the Project Team will capture data through the PDQs about essential functions. These essential functions will be verified through discussions with incumbents and supervisors. As before, employees will be responsible for providing data about the essential functions and supervisors will be responsible for reviewing and verifying that data.

Task 10 – Analyze Classification Data/Prepare and Present Draft Classification Report. The Project Team will analyze all information collected from incumbents and their supervisors/managers, and conduct interviews to identify the job level; scope; typical duties; requisite knowledge, skills, abilities; and other job-related characteristics. In addition, each classification will be evaluated based on the nature, level, duties, and minimum qualifications to establish or confirm classification relationships and job families within the structure. This analysis will be used to make recommendations on how the study position(s) should be allocated within the City’s classification structure; however, there are sometimes instances where there is no current classification to which a position can be assigned. In that case, after consultation with the City, CPS HR may recommend the introduction of a new classification or job series. This level of distinction provides clarity on career progression, employee growth, and development opportunities for the City. Depending on the City’s preference, the Draft Classification Report review can be budgeted to be conducted on-site or via a conference call. This activity will require city leadership input and review. The report will require between one to two hours to review.

Task 11 – Develop and/or Revise Classification Specifications. Once the City has approved the Draft Classification Report, the classification specifications will be revised accordingly. The format for classification specification revisions will be submitted to the City for approval. Our methodology for this task will result in:

- Accurately identifying the specific essential duties and responsibilities; required knowledge, skills, and abilities; minimum education and experience requirements; and minimum special qualifications for each position in the study.
- Reviewing, revising, editing, and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties; any distinguishing features of the class; essential duties, knowledge, skills, and abilities; acceptable minimum education and experience; and required special training and certifications.
- Describing the typical work environment for the classification.
- Ensuring compliance with the provisions of the Americans with Disabilities Act.

Task 12 – Prepare and Submit Classification Report. CPS HR will research any comments and issues raised during the on-site review of the Draft Classification Report. Once these have been resolved, an original and the requested number of copies of the Final Classification Report will be submitted and presented to the City. The City will be responsible for approving and implementing classification specification content changes through their standard process, including any necessary notifications to employees, employee representatives, or their Department of Human Resources.

Compensation Study Tasks

The compensation work plan outlined in this section is intended to define all tasks within a comprehensive total compensation study from labor market selection to final reports, and the types of deliverables associated with each task.

Task 1 – Review the City’s Background Materials. Upon contract execution, CPS HR will request background information from the City in order to ensure the CPS HR Project Manager is prepared for the initial meeting. Typical material requests for compensation studies include salary schedules, benefits summaries, compensation policies and procedures, classification specifications, and any other documents relevant to the study.

Task 2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection. The CPS HR Project Manager will meet with the City’s Internal Project Manager and key stakeholders to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy if so desired:

- Labor Market Agency Selection - This section of the workshop focuses on the typical labor market selection criteria, and the process by which CPS HR will evaluate and prepare recommendations for the City's labor market agencies; such selection criteria typically includes:
 - Geographic Proximity
 - Size of the organization (measures may include number of employees or population)
 - Services provided
 - Past labor market agency practices
 - Cost of Living/Cost of Wages
 - Budget
- Additional workshop topics to discuss with City stakeholders include:
 - Labor market position (i.e., median, mean, or other percentile)
 - Benchmark classifications to be selected based on the following criteria:
 - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
 - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classifications within their occupational groups.
 - Elements of total compensation to be surveyed

Using the selection criteria, the CPS HR Project Team will conduct research on potential labor market agencies and will provide the City with recommendations concerning the survey agencies and benchmark classifications to be used in the study. The budget for this proposal assumes that no more than fifteen (15) benchmark classifications will be surveyed within a labor market of no more than ten (10) public sector agencies. Once the benchmark classifications and public sector agencies are selected, CPS HR will present this list to the City Council and employee associations. In order to reduce costs, CPS HR recommends the City assist with the collection of survey data from other agencies. We have found that agencies are much more likely to respond to a colleague than a representative from a consulting firm.

Task 3 – Design, Develop and Distribute the Survey Instrument. The CPS HR Project Team will develop a comprehensive survey instrument to ensure the effective collection of salary data (and benefits information for total compensation studies) from each of the survey agencies. The survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. CPS HR’s survey instrument is designed to be completed electronically or, if need be, in hard copy. For a total compensation study, the following elements of total compensation and the benefits practices outlined below are often collected:

- Cash add-ons premium pays such as:
 - Longevity pay; Deferred compensation; Agency contribution to medical, dental, and vision programs; Agency contributions to defined-benefit retirement programs and Social Security practices
- Paid time off practices such as:
 - Holiday leave; Vacation and sick leave; Administrative leave

Task 4 – Review, Analyze, and Validate Labor Market Survey Data. To ensure the City receives the most accurate data for its studies, CPS HR will not solely rely on the completed surveys received from the labor market agencies without checking the validity of the submissions. Thus, in conjunction with the survey instrument received from each labor market agency, the Project Team will review any additional survey agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the Project Team review such documents since titles alone can often be misleading and should not be relied upon. Further, CPS HR is committed to attaining full participation from the labor market agencies, either through obtaining each agency’s agreement to complete the survey, and/or by the Project Team’s completion of surveys as needed. Once the Project Team has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

In order to determine whether a match from a labor market agency is comparable to the City’s benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed. Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

Task 5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the salary range minimum and maximum. The labor market data analyses will be conducted based upon the labor market position affirmed within the City’s compensation philosophy (e.g. median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

Task 6 – Conduct Benefits Analysis. The benefits data submitted from the labor market agencies will be incorporated into the base salary data sheets to provide a total compensation analysis. This quantitative analysis of program costs will provide the City with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of where the survey classification falls within the labor market for base salary
2. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

Other analyses can be conducted based upon the City’s needs.

Task 7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations. A comprehensive and balanced pay program is the result of the analysis of external labor market data, combined with an analysis of important internal relationships that reflect the City’s value system of jobs. With the whole job methodology, the internal pay relationship analysis for non-benchmark classifications will involve a number of steps in order to arrive at sound and equitable relationships. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships including span of control, nature, and level of work performed and related components
- Recommendation of equitable and appropriate internal relationship differentials based on the above

Provided is the methodology CPS HR utilizes for establishing salary levels for benchmark and non-benchmark classifications in our compensation studies. This methodology would be applied to all City study classifications.

- The first step is to conduct a comprehensive review of the survey results to identify benchmark classifications to be used in the salary setting process.
- The second step is to establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.
- The third step is to conduct a comprehensive review of the City's current internal alignment differentials to determine what their practices are, and if they should be adjusted.
- The fourth step is to apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.
- The fifth step is to determine what classifications remain that are not benchmark classifications, or classes that minimal comparable data was available for, and are also not part of a job series or family. These classifications are then reviewed to determine which classifications are the subject classifications currently internally aligned with and whether that relationship should be changed. Evaluation factors include the nature and level of work performed, as well as the minimum qualifications.

The five steps are followed for each classification within the pay plan. The salary recommendations for each study classification will display the following information:

- Classification title
- Current monthly range maximum
- Recommended monthly range maximum
- The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum

This information will provide the City with the percentage and dollar amount of any increase on a classification-by-classification basis.

Task 8 – Prepare Draft Compensation Report. The Project Team will develop a Draft Compensation Report detailing the results of the labor market survey. This draft report will comprise the following:

- Scope of the study
- Labor market agencies, including the methodology utilized to identify the recommended agencies

- Study benchmarks, including the methodology utilized to identify benchmarks
- Labor market data analysis/methodologies
- Results of the base salary survey
- Overview of the employer paid benefits with comparators
- Results of the compensation analysis
- Salary recommendations for all classifications

The CPS HR Project Manager will meet with the City and key stakeholders to discuss the Draft Compensation Report and to respond to any questions, comments or concerns on the report. This activity will require between one to two hours of City staff time to review and provide input.

Task 9 – Research and Resolve Issues/Prepare the Final Total Compensation Report. Based upon the City’s review of the Draft Compensation Report, the Project Team will respond and resolve any outstanding compensation issues. Hard and electronic copies of the Final Compensation Report will be delivered and presented to the City Council and designated key stakeholders. It is likely that the review of the report will require up to two hours of city staff time.

Project Timeline

The team members selected will be dedicated to this project to ensure that the deadlines for completion are met. The classification and compensation study timeline provides a fourteen (14) week timeline to the submission of the draft classification and draft compensation report. The final timeline after that point is highly dependent on any dialog/meetings/time the City will need to review the data internally. CPS HR would be able to commence work on this project upon successful completion of a fully executed contract. We understand the City is requesting that the final study results and report be available no later than February 20, 2017.

Our timeframes are based upon the assumption that (i) the selected labor market agencies will provide the information required within the specified timeframe, and that (ii) the City will be able to review, comment on, and approve study products within agreed upon timeframes. During the study, the CPS HR Project Manager will provide the City with interim status reports weekly on project progress and will assess any impacts on the timeline. We use sound and proven project management procedures to ensure our engagements are completed in a timely manner. We provide more detail on those procedures on the following pages.

Task #	Classification Study <i>*weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Receive and Review Background Material	1
2	Initial Project Meetings	1
3	Develop Job Evaluation Tools	2
4	Conduct Orientation Sessions (Management Team and Employees)	3 - 4
5	PDQ Completion	5 - 8
6	Receive and Review PDQs/Prepare for Interviews	9 – 10
7	Conduct Job Evaluation interviews (Managers and Employees)	10 – 12
8	FLSA Analysis	12
9	ADA Analysis	12
10	Analyze, Prepare, and Submit Draft Classification Report	13
11	Confirm, Develop, Revise Classification Specifications	14
12	Prepare, Submit, and Present Classification Report	14

Task #	Compensation Study <i>*weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Review the City's Background Materials	1
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	2-3
3	Design, Develop, and Distribute Survey Instrument	4
4	Collect, Review, Analyze, and Validate Labor Market Survey Data	5 - 8
5	Design and Develop Data Spreadsheets	8 - 9
6	Benefits Analysis	10
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	11 - 12
8	Prepare Draft Compensation Report	13
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	14

Project Management and Communication

We will use sound project management procedures and ongoing communication to ensure project success. CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach, which follows, is designed to ensure a focused and efficiently executed project.

Quality Control/Quality Assurance (QA/QC)

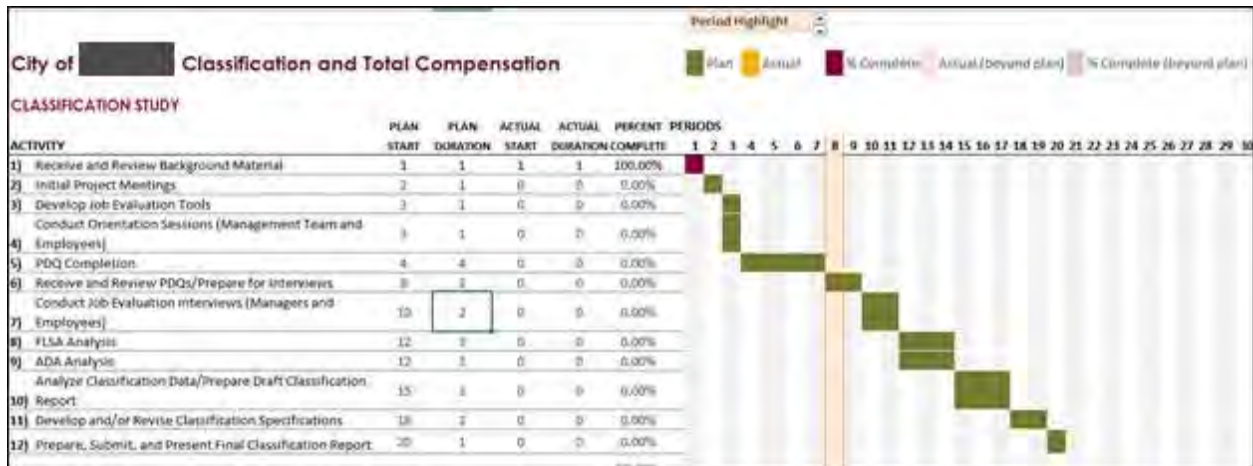
CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality Project Team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time.

- **Providing ongoing monitoring and control of project activities.** Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- **Ensuring the optimum management of the time available to complete the project.** Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the Project Team's efforts and provide a greater assurance of meeting milestones and budgets.
- **Providing for the continuous reinforcement of the project's objectives.** A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes. We employ several processes and procedures to ensure that projects are on time, within budget, and of high quality. Specific project management tools and procedures used by CPS HR are described below.

- **Project Status Tracking:** CPS HR will utilize a Gantt Chart in order to visualize project goals and deliverables against time. In addition, it is customary for CPS HR to manage time and invoicing with a Project Status Report. Examples follow.
- **Project Team Communication:** The CPS HR Project Team will meet on a weekly basis to confirm progress for each proposed task.
- **Quality Assurance:** As each deliverable is produced, a Project Consultant or Project Manager, separate from the originator of the deliverable, will review the document to ensure the quality of work.

Sample Project Gantt Chart



Sample Project Status Report

CPS HR CONSULTING

PROJECT STATUS REPORT

City of [REDACTED] – Classification and Total Compensation Study

Project Status for Week Ending: July 11, 2014

Task #	Task Description	Due Date	Completion Date	Status	Comments	Completed Within Budget
1	Initial project meeting	6/19/14	6/19/14	Completed	Meeting with Deborah, Chris, and Ann-Marie	Yes
2	Design, develop and distribute survey instrument	7/7/14	7/8/14	Completed - surveys due back on 7/31/14	Surveys sent to all labor market agencies	Yes
2a	Follow up with outstanding survey agencies	8/8/14				
3	Review, analyze and validate labor market data	9/5/14				

References and Work Examples

1) County of Sacramento (2000 - present)

Address: 609 9th Street, Sacramento, CA 95814

Contact: Carla Honey; Phone: (916) 875-3782; E-mail: honeyc@saccounty.net

Project Description: CPS HR has conducted numerous classification and compensation studies for Sacramento County. We have completed a County-wide classification study of approximately 2,100 clerical positions allocated to 13 classifications. The clerical classifications included in the study cover approximately 31 County departments. We are currently in the process of completing a classification study for IT positions. The County has been a valued long-term client of CPS HR.

2) County of Imperial (2000-2015)

Address: 940 West Main Street, Suite 101, El Centro, CA 92243

Contact: Rodolfo Aguayo, Interim Director of HR and Risk Management; Phone: (760) 482-4488;

Email: rodolfoaguayo@co.imperial.ca.us

Project Description: CPS HR has conducted several studies for the County such as:

- A department-wide classification and compensation study for all safety classes in the Fire Department. This included the creation of new classes; review of compensation; review and revision of minimum requirements for hire or promotion for all classes; and preparation of new classification specifications for all positions
- A large organizational review for both the Public Health and Behavioral Health Departments. This included the creation of new divisions and sections; new classes and/or class series; analysis and recommendation for new or revised salaries; and the preparation of new or revised class specs.
- We provided an analysis of the position of Chief Probation Officer, which included an analysis of the current job title, salary, and minimum qualifications. Recommendations were discussed with Superior Court administrators and a new classification specification was written.
- We established a new class series and recommended compensation for the position of Criminal Research Specialist. Our findings were based upon an analysis to facilitate the transition of contract employees to the County.

3) County of Bernalillo (2011 – 2015)

Address: One Civic Plaza NW 4th Floor, Albuquerque, NM 87102

Contact: Renetta M. Torres, Director, Human Resources Department; Phone: (505) 468-1520;
Email: rtorres@bernco.gov

Project Description: CPS HR was engaged to conduct a high-level assessment of the County's classification structure for its non-represented positions (approximately 1,000 employees assigned to over 400 position descriptions) to identify opportunities for potential classification consolidation and reduction in classification series' levels, with an analysis of the potential impact of recommendations, so the County could determine how they wished to proceed in any classification related work to be conducted. The Project Team was also tasked with conducting a compa-ratio analysis of these non-represented positions to identify outliers and ensure internal equity among positions. We continue to work with the County on their classification and compensation needs. CPS HR has completed two major studies for the County: (i) a County-wide study for Information Technology (IT) positions, and (ii) an extensive County-wide base salary study; we are currently initiating a County-wide study of all fiscal positions.

4) Orange County (2011 - 2015)

Address: 333 W. Santa Ana Blvd, Santa Ana, CA 92701

Contact: Ann Barlow, Human Resources Manager; Phone: (714) 834-3337; Email: Ann.Barlow@ocwr.ocgov.com

Project Description: CPS HR was retained for multiple engagements for the County including developing position descriptions for approximately 115 executive level positions within the County. To accomplish this task in the most cost effective way, CPS HR developed a pre-populated Position Description Questionnaire (PDQ) to capture the essential duties and responsibilities, and knowledge, skills, and abilities statements for these executive positions in a common yet comprehensive format. From these PDQs, CPS HR subsequently developed individual position descriptions for each County executive included in the study. OC Human Resources accepted the Draft Classification Manual (without changes) for ultimate submission to their governing Board's committee requesting the project. The project was completed on time and within budget. Along with the Final Classification Manual, OCHR was provided with electronic copies of all position descriptions for ongoing management and administration.

Another engagement for the County involved developing approximately 70 position descriptions for the County's Executive Management group ranging from Department Heads, Assistant Department Heads, to Managing Attorneys, broad based managers, and highly technical program management positions. To accommodate the project timeline and facilitate ease of completion by incumbents, CPS HR developed pre-populated Position Description Questionnaires targeted

to the study position groups. CPS HR then reviewed all PDQs and, based on PDQ content and an organizational review of each position's placement within the County, CPS HR developed a position description tailored to each executive management position. The project was completed within the County's specified timeline and within budget.

5) Superior Court of California, County of Orange (2014)

Address: 700 Civic Center Drive West; Santa Ana, CA 92701

Contact: Karen Meyers, Director of Human Resources; Phone: (657) 622-7707; Email: kmeyers@occourts.org

Project Description: CPS HR Consulting was engaged to conduct a classification and compensation study for the following: (a) ten positions assigned to its Detention Release Officer classification; and (b) three positions assigned to its Senior Detention Release Officer classification.

Cost Proposal

Professional Fixed Fee

The professional fixed fee to complete the City's classification study as described in this proposal is: **\$17,783.00 plus expenses**. The professional fixed fee to complete the City's compensation study as described in this proposal is: **\$24,160.00 plus expenses**. ***Itemized breakdowns of the Professional Fixed Fee for the classification and compensation studies follow.***

Our professional fixed fee includes the following trips: (a) Project Initiation Meetings and Orientation Sessions; (b) Job Evaluation Interviews (Multiple Days); (c) Presentation of the Draft Classification Report to the City and designated stakeholders; (d) Presentation of the Final Classification and Compensation Reports to the City and designated stakeholders.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as printing/copying, binding, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses. We estimate a total of **\$1,800** for expenses.

CPS HR will bill professional service fees and any incurred expenses as a direct pass-through on a monthly basis.

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the City which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including ***important input and review by the City and designated stakeholders*** to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Rates for Additional Services

A rate schedule is presented for any additional work desired by the City that is not specified in the work plans prepared for this proposal.

Project Staffing Category	Hourly Rate
Project Manager	\$150
Technical Advisor	\$160
Project Consultant	\$120
Project Technician	\$65

Itemized Cost Tables

Classification Study

Classification Study Itemized Cost Table		
#	Tasks	Cost
1	Receive and Review Background Material	\$600.00
2/3	Initial Project Meetings/Develop Job Evaluation Tools/Project Management	\$1,500.00
4	Conduct Orientation Sessions (Management Team and Employees)	\$600.00
5	PDQ Completion	\$1,025.00
6	Receive and Review PDQs/Prepare for Interviews	\$2,430.00
7	Conduct Job Evaluation interviews (Managers and Employees)	\$3,402.00
8	FLSA Analysis	\$960.00
9	ADA Analysis	\$1,920.00
10	Analyze Classification Data, Prepare, and Submit Draft Classification Report	\$1,226.00
11	Confirm, Develop, Revise Classification Specifications	\$1,810.00
12	Prepare, Submit, and Present Draft Classification Report	\$2,310.00
Classification Study Professional Fee		\$17,783.00

Total Compensation Study

Total Compensation Study Itemized Cost Table		
#	Tasks	Cost
1	Review the City's Background Materials/Project Management	\$1,350.00
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	\$1,350.00
3	Design, Develop, and Distribute Survey Instrument	\$1,240.00
4	Review, Analyze, and Validate Labor Market Survey	\$9,600.00
5	Design and Develop Data Spreadsheets	\$1,950.00
6	Conduct Benefits Analysis	\$960.00
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	\$3,120.00
8	Prepare Draft Compensation Report	\$2,280.00
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	\$2,310.00
Compensation Study Professional Fee		\$24,160.00

Additional Information

Business License

Upon award of contract, we will obtain a City of Riverbank business license should we be required, however we are a government entity and operate not for profit so may be exempt. We can discuss this further upon contract execution.

Insurance Requirements

CPS HR Consulting complies with the insurance requirements as provided in the RFP. As a note, the Additional Insured endorsement is a Blanket form. A copy of our Insurance Certificate is provided below.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/27/2015	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER EPIC/James C. Jenkins Ins Svcs License No. 0829370 P. O. Box 13647 Sacramento CA 95853			CONTACT NAME: Kelly Herrera PHONE: 916-570-1526 FAX: 916-563-8031 E-MAIL: kelly.herrera@epicbrokers.com		
INSURED Cooperative Personnel Services dba: CPS HR Consulting 241 Latrop Way Sacramento CA 95815			INSURANCE(S) AFFORDED COVERAGE INSURER A: Travelers Property Casualty Co of A INSURER B: Lloyd's INSURER C: INSURER D: INSURER E:		
			NAIC # 25674 R6202		
COVERAGES CERTIFICATE NUMBER: 2076317056 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	ADD. SUBS.	POLICY NUMBER	POLICY EFF.	POLICY EXP.
A	☒ COMMERCIAL GENERAL LIABILITY		820704A197	7/1/2015	7/1/2016
	☐ CLAIMS MADE ☒ OCCUR				
	☐ SINGLE AGGREGATE LIMIT APPLIED PER POLICY ☐ PHS ☐ LOC ☐ OTHER				
				EACH OCCURRENCE	LIMITS
				DAMAGE TO RENTED PREMISES (See endorsement)	\$1,000,000
				MED. EXP. (See endorsement)	\$100,000
				PERSONAL & AD. INJURY	\$1,000,000
				GENERAL AGGREGATE	\$2,000,000
				PRODUCTS - COMMODITIES	\$2,000,000
					\$
A	☒ AUTOMOBILE LIABILITY		8A7704A197	7/1/2015	7/1/2016
	☐ ANY AUTO ☐ BI-REARDED AUTO ☒ NON-OWNED AUTO				
				COMBINED SINGLE LIMIT	LIMITS
				BODILY INJURY (See endorsement)	\$1,000,000
				BODILY INJURY (See endorsement)	\$
				PROPERTY DAMAGE (See endorsement)	\$
					\$
A	☒ UMBRELLA LIAB	☒ OCCUR	CL1998A197	7/1/2015	7/1/2016
	☐ EXCESS LIAB ☐ CLASS MAINT				
	☐ USED ☒ RETENTION (\$)			EACH OCCURRENCE	LIMITS
				AGGREGATE	\$5,000,000
					\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS LIABILITY		UB1176A220	7/1/2015	7/1/2016
	☐ ANY EMPLOYER/EMPLOYEE/EXECUTIVE/ORGANIZATION/EXCLUDED? (See endorsement)				
	☐ If yes, describe your description of operations below				
				EL. BENEFIT - EA EMPLOYEE	LIMITS
				EL. BENEFIT - EA EMPLOYEE	\$1,000,000
				EL. BENEFIT - POLICY LIMIT	\$1,000,000
B	☒ Prof/Liab - Comm/Mod		WH600888101	7/1/2015	7/1/2016
	☐ Rate: Date: 10/13/1989				
	☐ Stop Gap-city MO,CH,WA,WY				
				Per Claim/Agg	LIMITS
				Per Claim/Agg	\$5,000,000
				Per Claim/Agg	\$75,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Evidence of Coverage					
CERTIFICATE HOLDER			CANCELLATION		
Evidence of Coverage Insured's Use Only XXXXXXXXXXXXXXXXXXXX			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE 		
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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD					

Appendix A - Résumés

Project Manager

Christi Tenter, BS, Project Manager

Profile

Ms. Tenter is a Principal Human Resources consultant with CPS HR Consulting. She is a tenured professional in Human Resources who possesses over 20 years of experience in the field with significant Classification and Compensation expertise and a strong understanding of the various stakeholder interests in the process.

Employment History

- Principal HR Consultant, CPS HR Consulting
- Human Resources Manager, City of Bakersfield
- Sr. Human Resources Manager, Dean Foods (aka Morningstar Foods)
- Manager, Human Resources, Unified Western Grocers, Inc.

Professional Experience

City of Bakersfield

- Provide Human Resources leadership and program direction under authority of City Manager.
- Develop and maintain a sustainable classification and compensation system for the City of Bakersfield.
- Develop and execute strategic Human Resources programs (Training, Compensation & Benefits, Recruitment, etc.)
- Coaching and conflict management solutions including progressive disciplinary actions citywide.
- Facilitate effective negotiation strategies with represented units.
- Oversee operating and capital budgets for Human Resources and participate in City Budget Committee.
- Ensure government compliance with local, State and Federal regulations (i.e., ADA, FMLA, EEOP, etc.)
- Serve as commission secretary for three different commissions.

Dean Foods; aka Morningstar Foods, LLC.

- Provide Human Resources leadership to six (6) dairy manufacturing facilities within California and Texas.
- Maintain labor relations with bargaining unit employees governed by five applicable CBAs.
- Coaching and conflict management solutions including progressive disciplinary actions for salaried personnel.
- Conducted division audits to ensure HR programs are compliant under applicable laws and company guidelines.
- Responsible for recruitment and talent development efforts within division.
- Member of Corporate Legal Policy Advisory Committee charged with creating companywide policies for HR.
- Ensure government compliance, ADA, FMLA, COBRA, AAP, Worker's Comp, etc.

Unified Western Grocers, Inc.

- Supervise Human Resources functions for Northern California Division (Sales, Marketing, Operations, and Administration).
- Maintain labor relations with bargaining unit employees under six (6) applicable collective bargaining agreements.
- Coaching and conflict management solutions including progressive disciplinary actions for salaried personnel.
- Responsible for all recruitment and selection efforts for division.
- Ensure government compliance, ADA, FMLA, COBRA, Worker's Comp, etc.

Professional Affiliations/Certifications

- Certified Facilitator, Development Dimensions International (DDI)
- Professional In Human Resources (PHR)
- Society in Human Resources Management (SHRM)

Education

- B.S., Business Administration; Management with emphasis in Human Resources, California State University, Stanislaus, Turlock, CA

Technical Advisor

Bruce W. Davis, Ph.D., SPHR, SHRM-SCP

Profile

Dr. Bruce Davis is the manager of our classification and compensation services with CPS HR and possesses over 20 years of human resources experience in the public and private sectors. His experience is as broad as it is deep in a variety of human resources areas that include: talent management and succession planning; leadership development and assessment; employment testing for recruitment and selection; compensation and classification studies; data analysis and development of staffing models.

Employment History

- Classification and Compensation Services Manager, CPS HR Consulting
- Project Consultant, CPS HR Consulting
- Executive Director Human Resources, City of Scottsdale, AZ
- Senior Human Resources Manager, County of Los Angeles, CA
- Consulting, PSI, Burbank, CA
- Deputy Program Manager, Transportation Security Administration
- Senior Manager, Cooperative Personnel Services (now CPS HR Consulting)
- Personnel Research Psychologist, County of San Diego, CA
- Human Resources Management Analyst, North County Transit District, Oceanside, CA

Professional Experience

Exam Design, Administration, Training, and Recruitment

- Introduced non-cognitive personality testing for the selection of Deputy Probation Officers for the County of San Diego.
- Transitioned the City of Scottsdale to more valid assessments for all levels of the organization
- Led the construction of the County of Los Angeles' exam analyst training program to include the development of competencies.
- Conducted personnel recruitment and selection including the development of tests, interviews, and rating formats for the North County Transit District; participated in discipline, grievance, and arbitration hearings.
- Worked closely with the Captain of the Tucson Fire Department to formulate strategy for selecting and training promotional ranks while working at CPS HR; developed innovative solutions for this state of the art program including the development of a performance appraisal instrument.

- Developed a selection process for 3,000 customer service representatives at the California State Teacher's Retirement System while working at CPS HR.
- Provided selection services for the promotional ranks of Sergeant, Lieutenant, and Captain for the Louisiana State Troopers Association while at CPS HR; conducted job analysis, custom test development, and establishing performance standards; and worked with the Association to develop a training and retention program focused on developing the ranks for promotional opportunities.
- Mapped the business process for the County of Los Angeles' recruitment cycle to identify deficiencies and points to reduce cycle time. Introduced quarterly turnover reports to help 38 departments forecast vacancies, better plan recruitments and improve retention.
- Served as TSA project manager while at CPS for the assessment and selection of Law Enforcement Officers and Senior Law Enforcement Officers for the four Dallas and Chicago-area airports.
- Worked closely with the leadership of the Department of General Services (DGS), State of California to complete staffing of critical positions and suggest training prescriptions to develop future leaders. Dramatically improved effectiveness of the department through innovative selection solutions and employee development programs.

Performance Evaluation and Management

- Participated in the creation of the City of Scottsdale's strategic plan with a focus on "Reinvesting in a high performance work culture;" administered and coordinated the City's Pay Program (pay for performance); in partnership with Arizona State University (ASU), revitalized supervisory/management academy; forged partnership with ASU and SHRM to administer a nationally recognized employee engagement survey achieving a 30% response rate.
- Developed new performance evaluation process to include automation, competency assessments, and pay evaluations; initiated training for all 640+ supervisors on the new performance management approach to include goal setting and feedback.
- Revised PSI's performance management system which was tied to pay for performance plan.
- Analyzed and reported the fiscal impact of the County of San Diego's migration to a pay for performance plan or its Department Heads.

Classification and Compensation

- Directed the City of Scottsdale's classification and compensation team in its mission of studying one-third of the job classifications each year which reduced the number of classifications by 10% of the number studied; assisted the Finance Department and Community and Economic Development Departments with reorganizations which reduced the number of classifications and produced cost savings. Completed the City Treasurer recruitment process.

- Worked with senior management team at Los Angeles County to streamline classification approach and improve the standardization and format of the job descriptions; desired end-goal was a multi-purpose job analysis to be used for classification and compensation; recruitment and selection; and training.
- Submitted County of Los Angeles' workforce plan to IPMA-HR for inclusion in its Benchmarking Study.
- Completed a compensation analysis using the Office of Personnel Management's Factor Evaluation System (a derivative of the Hay System) for the State of Alaska that was presented at a Society of Industrial and Organizational Psychology convention with CPS (now CPS HR); developed and presented to all managers CPS HR's pay for performance plan; and introduced training content for entry-level analysts that would be delivered to public sector agencies.
- Performed compensation and classification studies for the North County Transit District to include developing job descriptions for all jobs covered under a union contract; Assisted with the reorganization of the Environmental Health Department; developed selection processes for many of the County of San Diego's diverse job classifications.

HR Management/HR Generalist

- Managed several different functional areas for the County of Los Angeles' centralized human resources function. Have worked in several different divisions including: Human Resources Departmental Support (including policies and procedures, investigations, job bulletin review); Workforce and Succession Planning; Test Research; Appeals (1,000 cases annually); Workforce Reduction (e.g., Office of Public Safety, Internal Services Division, and Probation); HRIS e-HR implementation; and Facilities Management.
- Led team responsible for crafting business requirements for the County of Los Angeles' new talent management system; assisted with the development of the County's strategic plan for the centralized human resources department; developed leadership succession plan for pending retirements; and reduced the outstanding appeal cases to the Civil Service Commission by 75 percent.
- Oversaw staff of 15 at PSI to provide consulting services to state agencies across the country; served as contributing member of executive management team reporting directly to the President/CEO; developed strategic plans and budgets and re-designed employee handbook.
- Provided recruitment and selection, classification and compensation, organizational development tasks the County of San Diego; developed of performance evaluation systems, developed special studies, process improvement, affirmative action plans, and statistical analyses for consent decree (Affirmative Action/EEO), and validation studies.
- Served as a member of the labor negotiations team for the county's 18+ bargaining units; and developed data collection process and assisted with the construction of the survey for the

County's first employee satisfaction survey. Successfully defended all of the cases against the County of San Diego's Department of Human Resources before the Civil Service Commission.

- Performed full range of human resource services for many public sector clients throughout the US and Canada Senior Manager for CPS HR (formerly Cooperative Personnel Services); responsible for performing classification and compensation studies.

Project Management

- Served as the Deputy Program Manager, Transportation Security Administration (TSA) to lead complete start-up of this project with seven organizations that had not previously worked together; worked with all levels of TSA to offer unique human resource solutions for an emerging, rapidly changing organization; developed staffing models, recruitment strategies, and hiring plans and conducted organizational studies for an organization comprised of over 67,000 employees; managed team of seven unique subcontractors to fulfill the requirements of this contract; oversaw project for the Federal Flight Deck Officers testing program to allow pilots to carry weapons in the cockpit; and coordinated with subcontractors.
- Negotiated TSA subcontracts with a number of vendors and worked with a variety of union groups in multiple jurisdictions to gain acceptance of proposed solution; hired and developed a staff of high performers in a department that consistently received outstanding customer satisfaction ratings.

Leadership Development

- Revamped the County of Los Angeles' succession planning program to include assessment of gaps in the successor ranks.
- Analyzed retirement data to forecast leadership attrition and prepare for wave of retirements expected to occur in a five-year period.
- Introduced leadership assessments for LA County and City of Scottsdale leadership; conducted one-on-one meetings with several leaders to discuss strengths and weaknesses and explore possible stretch assignments.

Professional Affiliations

- American Psychological Association
- Society of Industrial Organizational Psychology
- Academy of Management
- Senior Professional Human Resources, HRCI

Education

- B.A., Psychology, San Diego State University
- M.A., Industrial/Organizational Psychology, Louisiana State University

- Ph.D., Industrial/Organizational Psychology Minor: Business Administration, Louisiana State University
- SPHR Society for Human Resource Management (2003)

Publications and Presentations

- Ascalon, M.E., Meyers, L.S., Davis, B.W., & Smits, N. (2007). Distractor similarity and item-stem structure: Effects on item difficulty. *Applied Measurement in Education*, 20(2), 153-170.
- Davis, B.W. (April, 2003). Investigating a job evaluation instrument through the Rasch model. Paper presented at the conference of the Society of Industrial and organizational Psychology, Orlando, FL.
- Ascalon, E., Myers, L., & Davis, B.W. (April, 2002). Distractor similarity and premise structure: Effects on item difficulty. Paper presented at the conference of the Society of Industrial and Organizational Psychology, Toronto, Canada.
- Davis, B.W. (April, 2002). Empirically keying an existing personality measure to improve predictive validity. Paper presented at the conference of the Society of Industrial and Organizational Psychology, Toronto, Canada.
- Davis, B.W., & Smith, H.C. (April, 2002). An analysis of job analysis rating scale anchors through IRT. Paper submitted to the conference of the Society of Industrial and Organizational Psychology, Toronto, Canada.
- Ascalon, E., Myers, L., & Davis, B.W. (May, 2001). The relationship of item characteristics on Angoff scores and examinee performance. Western Psychological Association Conference, Maui, Hawaii.
- Davis, B.W. (June, 2001). Maximizing personality validity coefficients through empirical keying. International Personnel Management Assessment Council, Newport Beach, CA.
- Davis, B.W. (June, 2001). On-line testing: A budding love affair with emergent technology. International Personnel Management Assessment Council, Newport Beach, CA.
- Davis, B.W. (October 13, 2000). Issues in computerized testing. Presentation at the Northern California Personnel Testing Council Meeting, Sacramento, CA.
- Davis, B.W. (June 7, 2000). An IRT-based approach to job-task analysis. Paper presented at the 25th annual International Personnel Management Association Assessment Council Conference, Alexandria, VA.
- Davis, B.W., & Wright, C.W. (November 28, 2001). Increasing accuracy and reducing errors with rater training. Paper presented at the National Organization for Competency Assurance conference, New Orleans, LA.

- Makiney, J, Rosen, C., Davis, B.W., Tinios, K., & Young, P. (April, 2003). Examining measurement equivalence of paper and computerized job analysis scales. Paper presented at the Society for Industrial and Organizational Psychology conference, Orlando, FL.
- Pfenninger, D., Davis, B.W., Kolmstetter, E.B., & Jung, P. (October, 2003). Automating the testing and recruitment process. Presentation at the International Congress on Assessment Center Methods conference, Atlanta, GA.
- Quigley, A.M., Kolmstetter, E.B., Hogan, J.C., Kamp, J. MacManus, V.M., & Davis, B.W. (April, 2003). Protecting and serving – TSA creates a post 911 police force. Symposium presented at the Society for Industrial and Organizational conference, Orlando, FL.
- Quintero, V., & Davis, B.W. (under review). Implementing computerized testing for selection. Presentation at the International Personnel Management Association Assessment Council, Newport Beach CA.

Technical Reports

- Davis, B.W. (2000). Common item equating for Form 15 of the California Notary Examination. Technical report prepared for the California Secretary of State.
- Davis, B.W. (1999). A confirmatory validation study for the California Court Interpreter Certification Examination. Technical report prepared for the California Judicial Council.
- Davis, B.W. (1999). A critical analysis of the Certified Equity Professional Institute's certification examination. Technical brief for the Certified Equity Professional Institute.
- Davis, B.W. (1999). 1999 Psychometric analysis of the Board of Corrections employment examinations. Technical report prepared for the California Board of Corrections.
- Davis, B.W., Moritsch, B.M., & Pinheiro, S. (1999). An analysis of the impact of licensure waivers on customer complaints. Technical report prepared for the California State Contractors License Board.
- Davis, B.W. (1998). 1998 Psychometric analysis of the Board of Corrections employment examinations. Technical report prepared for the California Board of Corrections.
- Davis, B.W. (1998). Assessing the predictive validity of the California Court Interpreter Certification examination. Technical report prepared for the California Judicial Council.
- Davis, B.W., & Ascalon, E. (1999). Technical manual for licensure and certification passpoint setting. Technical report prepared for Cooperative Personnel Services.
- Mellon, S.M., Fortson, H.F., Davis, B.W., MacManus, V.M., & Thompson, J.T. (1999). Job Analysis Guidelines for Employment and Licensure and Certification Testing. Technical report prepared for Cooperative Personnel Services.

Consultants

Brian G. Moritsch, M.A.

Profile

Mr. Moritsch is a Project Consultant with CPS HR Consulting. He has more than 25 years of experience of providing Human Resources services for public agencies. Mr. Moritsch's particular area of expertise is in licensure and certification projects. He has a depth of test development experience.

Employment History

- Project Consultant, CPS HR Consulting, California
- Manager Of Licensure Test Development, PSI, Burbank, California
- Test Development Consultant, CPS HR Consulting, California
- President, Brimary Publications, Folsom, California
- Senior Research Analyst, U.S. Department of Labor Consultant
- Senior Personnel Analyst, San Francisco Police and Fire Departments, California

Professional Experience

- Performs consultant work on various licensure and certification projects. Responsibilities include facilitating item writing and standard setting panels, developing new test rental examinations, facilitating test developing training sessions, and conducting multi-agency job analyses. Base salary and/or total compensation studies managed include Los Angeles Department of Water and Power, Sacramento Municipal Utility District, Bernalillo County, Santa Clara Housing Authority, City of Bell, City of Burbank, City of Huntington Beach, City of Modesto, State of California Law Enforcement Study, State of California Department of Transportation and Office of the Receiver total compensation studies, Amador County, San Joaquin County, San Mateo County, Placer County, City of Vacaville, Imperial Irrigation District, Eastern Municipal Water District, Western Municipal Water District and the Yosemite Community College District.
- Principal Consultant for CPS HR's Test Rental Stock Test Program. Responsibilities include conducting multi-jurisdictional job analyses; developing multiple choice examinations for agencies to rent; performing examination statistical analyses; prioritizing classifications for review and analysis; assisting in the development of an on-line job analysis data collection survey instrument; consulting with clients on such issues as setting appropriate examination passpoints, interpreting statistical analyses, and legal issues in personnel selection; writing technical reports; and developing examination graphics.

- Managed PSI's Licensure Test Development program, overseeing the development and maintenance of over 1,700 licensure exams in 35 different states (including exams in construction trades, real estate, insurance, and cosmetology). Developed national licensure examinations (such as the NASCLA Commercial Building Contractor examination). Responsibilities include: supervising other Test Development Specialists, performing test and item analyses, facilitating SME Review Committee meetings, and developing exam plans.
- Proprietor of a test development consulting firm specializing in the development of multiple-choice written examinations. Projects included developing various subtests of the U.S. Military's Armed Services Vocational Aptitude Battery (ASVAB), entry-level and promotional law enforcement and fire service exams, and certification and licensing exams for various states. Conducted multi-jurisdictional job analyses for various occupational, credentialing, and licensing classifications. Conducted workshops to train item writers.
- Conducted research for the U.S. Department of Labor to develop various federal assessment instruments, including: new forms of the General Aptitude Test Battery (GATB); the development of the Database of Occupational Titles' Online Network (O*NET); a computer-adaptive version of the GATB; a biographical data assessment instrument for clerical occupations; and an employee attitude survey for the U.S. Forest Service. Responsibilities included: acting in a lead capacity over other researchers on various projects; conducting/interpreting item analysis statistical procedures using various software packages; writing the D.O.L. Test Development Manual; writing/reviewing technical reports; writing/reviewing Biodata examination questions; conducting literature reviews; gathering field data (predictor and criteria); and attending/speaking at various professional conferences and seminars.
- Developed and validated written and assessment center examinations for CPS HR which are administered to non-profit governmental agencies. Responsibilities included: interpreting item and examination analyses; conducting content validity studies; performing multi-jurisdictional job analyses; interpreting legal decisions regarding HR management principles and practices; writing technical reports; and speaking at professional meetings on various examination-related topics.
- Developed, administered, and validated oral, written, physical ability, audio/video, and assessment center examinations under the constraints of Federal Consent Decrees. Responsibilities included: supervising other Personnel Analysts; conducting job analyses; performing adverse impact, item analysis, and statistical cut-off score analyses; and responding to examination protests.

Education

- M.A., Educational Psychology, San Francisco State University, California
- B.A., University of California at Berkeley

Professional Affiliations and Offices Held

- 2006 Board of Directors, Personnel Testing Council of Northern California
- 1996 - 1999 Board of Directors, Folsom Children's Museum
- 1995 - 1996 Board of Directors, Personnel Testing Council of Northern California
- 1994 President, Personnel Testing Council of Northern California
- 1994 Conference Chairperson, Personnel Testing Council of Northern California
- 1992 – 1996 Member, National Council on Measurement in Education
- 1991 – 1995 Member, International Personnel Management Association Assessment Council
- 1989 - Present Member, Personnel Testing Council of Northern California

Professional Publications

- Moritsch, B. G. A Review of Pre-employment Selection Procedures. *HR Strategies '96*, Council on Education in Management, July 1996
- Moritsch, B. G. Recruiting Entry-Level Firefighters in the 90s. *Speaking of Fire*, Fire Protection Publications, 1990, No. 3, pg. 4.
- Moritsch, B. G., & Suter, W. N. Correlates of Halo Error in Teacher Evaluations. *Educational Research Quarterly*, 1988, Vol.12, No. 3, pg. 29-34.
- Lingren, H. C., Moritsch, B. G., Thulin, E. K., & Mich, G. Validity Studies of Three Measures of Achievement Motivation. *Psychological Reports*, 1986, 59, pg. 123-136.

Presentations

- Test Development: What your Supervisors, Professors, and text books did NOT teach you. Presentation given at the 2010 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Outsourcing Examination Development: Legal Requirements and Practical Considerations. Presentation given at the 2006 IPMAAC Conference, Las Vegas, NV.
- Developing Multiple Choice Items. Half-day workshop sponsored by the Personnel Testing Council of Northern California (PTC/NC), August 1997.
- A Review of Pre-employment Selection Procedures. Presentation given at the 1996 Council on Education in Management's HR Strategies Conference, July 1996, San Francisco, California.

- Revisions to the *Standards for Educational and Psychological Testing*. Presentation given at the 1996 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Sacramento, California.
- Developing Quality Written Examinations. Half-day workshop sponsored by the Personnel Testing Council of Northern California (PTC/NC), November 1995, Berkeley, California.
- Developing Employee Attitude Surveys. Presentation given at 1995 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Personnel Management: Past, Present, and Future. Presidential address given at the 1994 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Folsom, California.
- Item Writing Techniques. Conducted half-day workshop at the International Personnel Management Association Assessment Counsel's (IPMAAC) Annual Conference, Baltimore, June 1992.
- The Effect Adverse Impact and Legal Requirements Have on Selecting Employees. Workshop at the 1990 California Fire Chiefs' Association/Training Officers' Conference, San Jose, California.
- Considerations in Setting Passpoints on Civil Service Examinations. Address given at the 1989 California Fire Chiefs' Association/Training Officers' Annual Conference, Fresno, California.

Barbara Santos, M.B.A.

Profile

Ms. Santos has more than 25 years of Human Resources management and consulting experience. Her areas of expertise include classification, compensation, recruitment and selection, employee relations, training, and strategic management.

Employment History

- Consultant, CPS HR Consulting
- Human Resources Director, Community Medical Centers, Inc.
- Deputy Director of Human Resources, City of Modesto
- Director of Human Resources, City of San Bruno
- Director of Human Resources, County of San Joaquin
- Director of Human Resources CPS HR Consulting
- Consultant, CPS HR Consulting
- Consultant, Becker Bell
- Consultant, Independent

Competency Areas

- More than 15 years of classification experience in public and private agency classification experience with studies ranging from single position studies to agency wide and multi-agency studies. Recognized as a subject matter expert with experience testifying in hearings and in court on multiple occasions.
- 15+ years of compensation experience including traditional private and public sector salary surveys and total compensation studies. Projects have included implementation of broad banding, pay for performance, and bonus based compensation programs. Recognized as a subject matter expert having testified in hearings and in court on multiple occasions.
- Conducted classification and compensation studies for County of Monterey, several classification and compensation studies including management and sworn law enforcement; also for the City of Lynwood, CA; City of West Hollywood, CA; County of Placer (Classification and organizational study of Probation department); Classification and Compensation study Metropolitan Water District – classification and compensation study of all management and professional classes; City of Sacramento, CA for all management, professional and confidential classes; County of Sacramento Several classification studies and internal salary recommendations including human resources

and labor relations classifications; County of Stanislaus for eligibility workers and social workers and also the behavioral Health program.

- 25 years of employee relations experience including labor relations experience in public and private sector including grievance investigation and resolution, disciplinary investigations, hearings and EEO investigations. More than 20 years' experience as chief negotiator in public and private sector using both traditional and interest based negotiations. Chaired numerous labor management committees, conducted concession bargaining and negotiated implementation of pay for performance and classification studies.
- Management experience in all phases of human resources including Personnel, Recruitment and Selection, Classification and Compensation, Labor and Employee Relations, Employee Benefits, Risk Management, Worker's Compensation, Training and Staff Development and Equal Employment Programs.
- Organizational strategy experience as both a line manager and consultant in assessing HR program effectiveness and implementing process and program improvements. Significant experience in labor relations strategy and implementation of strategy.
- Over ten years of experience in recruitment and selection including management (CEO, department heads and directors), professional (physicians, engineers, nurses and allied health professionals), law enforcement (police and fire) and general maintenance and administrative staff. Experience in developing and administering written, oral and performance examinations, remote sourcing and staffing and executive search.
- 30 years of experience in training delivery including time management, ethics, EEO, sexual harassment, workplace violence, supervisory training and orientation. Over 15 years' experience developing training programs including supervisory training, new employee orientation, sexual harassment and workplace violence.
- Over 15 years project management experience including reengineering recruitment processes, and leading major classification and compensation studies.
- Served as chief negotiator for two contracts for Labor Negotiations, Valley Consortium for Medical Education
- Served as a classification and compensation expert witness, CDCR. Determined comparable wage for Prison Industries programs in several prisons as part of a lawsuit and testified in court as an expert witness. Calculated back pay for each prisoner based on comparable wage determination
- Provided policy and procedure development for Yolo County Water Authority. Reviewed and revised personnel policies and procedures to ensure compliance with federal and state laws.

- Provided review and revision of the Trial Court Model Classification Plan on a classification study of the Administrative Office of the Courts
- Conducted a Classification and Compensation Study for: Shasta and Trinity County Superior Courts; for Yuba, Sutter, Glenn and Butte County Superior Courts, developed a common classification system for the four courts so positions would be interchangeable
- Conducted an audit of personnel function – City of Tacoma
- Policy and procedure development services to Nome, Alaska Community Services
- Worked on a performance management and pay for performance project for the Superior Court County of San Diego development and implementation of court wide performance management system including developing standards of performance for all classifications and implementation of broad banding and pay for performance for professional and management classes
- Provided development and implementation of performance standards and performance management system for non-management classes for Superior Court, County of Tuolumne
- Provided a classification and internal salary alignment for the Superior Court County of Stanislaus.
- Developed personnel policies and procedures and assisted in transition of court from County to Administrative Office of the Courts for Superior Court, County of San Joaquin.
- Provided numerous single positions classification studies as well as larger department wide studies for the County of El Dorado.
- Assumed countywide study of all clerical classifications from another consultant and brought to completion for the County of San Joaquin.
- Development of personnel policies, County of San Joaquin IHSS
- Served as HR Advisor on all HR functions, executive search, disciplinary investigation assistance to the Salinas Valley Solid Waste Authority.
- Served as HR Director, United Way California Capitol Region.

Education

- M.B.A., Management, Pepperdine University
- B.S., Microbiology/Chemistry, CSU Fresno

Justin Tucker, M.A.

Profile

Mr. Tucker is an HR Consultant with CPS HR Consulting. He has a Master's Degree in Industrial & Organizational Psychology with vast experience in surveys, job analysis, need analysis, statistical procedures, and program evaluation.

Employment History

- HR Consultant, CPS HR Consulting
- Industrial Psychologist, FedEx Freight
- Assessment & Development Spct, Personnel Board of Jefferson County, AL
- Training & Development Intern, Biltmore Estates

Professional Experience

- Plan and utilize applied industrial psychology methodology (e.g., surveys, job analyses, need analyses, statistical procedures, and program evaluations).
- Assist with the design, development, and implementation of content valid performance management and selection procedures.
- Assist in the research, design and implementation of training/education in HR procedures including assessment, selection, and performance management.
- Perform statistical analyses and interpret data for a various human resource issues (e.g., employee survey results, AI analysis).
- Participate in or coordinate projects and/or Subject Matter Expert teams working to resolve specific human resources issues.
- Update policies, procedures, and intranet sites needed in the areas of assessment, selection, performance management, training, and testing.
- Conducted job analyses by gathering background information, meeting with subject matter experts, and collecting and analyzing data in order to define job domains (e.g., work behaviors, tasks, and KSAs).
- Developed legally defensible and content valid selection tools (e.g., structured interviews, work samples, minimum qualifications) based on job analyses.
- Assisted in yearly Classification and Compensation survey of jobs by conducting job analyses and desk audits to identify and document changes in work tasks, and to determine if employees are properly classified.

Education

- M.A., Industrial and Organizational Psychology, Western Kentucky University, KY
- B.A., Psychology, University of Alabama, AL



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Riverbank in this important endeavor.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	December 13, 2016
Subject:	The First Reading and Introduction by Title Only of a Proposed Ordinance Amending Chapter 31: City Officials of Title III: Administration, of the Riverbank Municipal Code
From:	Tom Hallinan, City Attorney
Submitted by:	Tom Hallinan, City Attorney

RECOMMENDATION

It is recommended that the City Council conduct the public hearing for the first reading and introduction by title only of the proposed ordinance to consider its approval as presented, which will initiate the scheduling of the ordinance for its second reading by title only on January 10, 2017, to consider its adoption. The purpose of this Ordinance is to amend the R.M.C. by adding an Assistant City Manager position to the R.M.C. and providing technical changes in relation to this change.

SUMMARY

During the process of recruiting and hiring a new City Manager, the City Council approved the reorganization of the current Director of Finance's duties to include Interim City Manager duties as a temporary solution. However, the City does not currently have a formal mechanism for a specific deputy or Assistant City Manager.

On November 8, 2016, the City Council provided direction to staff and legal counsel to take the necessary steps to create an Assistant City Manager position and make the corresponding changes to the R.M.C.

The proposed Ordinance creates such an Assistant City Manager position within the City's organizational structure establishing a clear successor plan in the event that the City Manager is unable to perform his or her duties for any reason, and will help facilitate the internal allocation of duties among City staff. The Assistant City Manager will provide supervision, direction and leadership to department directors and managers, assist in the City's annual budget process, implement directives and policies from the City Manager, act in the absence of the City Manager, and assist in managing the City's day-to-day operational issues associated with the overall functions of the City.

Additionally, the Assistant City Manager will assist the City Manager in meeting and carrying out the goals and tasks as identified by the City Council.

Section 31.03(H)(7) is amended to include the assistance of the Assistant City Manager in performing the City Manager's duties. Section 31.03(H)(12) is added to codify the City Manager's power to hire and fire City employees. Section 31.03(H)(13) is added to require the City Manager to attend all City Council meetings, unless specifically excused by the City Council.

Section 31.03 of the R.M.C. outlines the duties and powers of the City Manager. Section 31.03(D) is amended to make clear that in the absence, disability, or suspension of the City Manager, the Assistant City Manager shall perform the City Manager's duties in his or her absence, disability or suspension. Furthermore, this amendment indicates that a pay increase for the Assistant City Manager when he or she assumes the duties of the City Manager during absence, disability, or suspension.

Sections 31.03 (E)-(G) are also amended to add female pronouns in the description of the City Manager's compensation, powers, and duty provisions of the R.M.C.

The Ordinance also proposes that the Director of Finance position be moved to a newly added section 31.05. The newly added section 31.05 retains the same language that was enumerated in section 31.04, "Director of Finance", except for amendments to add female pronouns in the description of the Director of Finance position. The purpose of renumbering sections 31.04 and 31.05 is to provide continuity among the positions as expressed in the R.M.C.

FINANCIAL IMPACT

At this time, there is no direct financial impact associated with this item.

STRATEGIC PLAN

While the creation of an Assistant City Manager position is not specifically included in the City's Strategic Plan, it is consistent with the City's goal of attracting, developing and retaining quality staff.

**CITY OF RIVERBANK
IN THE CITY COUNCIL
ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
RIVERBANK TO AMEND CHAPTER 31: CITY OFFICIALS OF
TITLE III: ADMINISTRATION OF THE CITY OF RIVERBANK
CODE OF ORDINANCES**

WHEREAS, the City Council of the City of Riverbank ("City") seeks to facilitate the restructuring of duties and assignments within the City, and to adopt a successor plan in the event the City Manager is unable to perform his or her duties for any reasons; and

WHEREAS, the Assistant City Manager will provide supervision, direction, and leadership to department directors and managers, assist in the annual budget process, implement directives and policies from the City Manager, act in the absence of the City Manager, and assist in managing the City's day-to-day operational issues associated with the overall functions of the City; and

WHEREAS, the City Council at its November 8, 2016 City Council meeting directed staff to draft the necessary items to amend the City's Municipal Code ("R.M.C") to add this job title in Chapter 31 of the R.M.C; and

WHEREAS, the City Council of the City of Riverbank finds that this ordinance is consistent with the City's current goals of attracting, developing, and retaining quality staff.

NOW, THEREFORE THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 31: City Officials of Title III: Administration of Riverbank's Municipal Code shall be amended as follows:

Section 31.03: City Manager, Subsections (D)-(H), of Title III: Administration of Riverbank's Municipal Code shall be amended to read:

[...]

(D) *Absence.* In case of an absence, disability or suspension of the City Manager, the Assistant City Manager shall perform the duties of the City Manager during this period of absence, disability, or suspension of the City Manager. During this time, the Assistant City Manager will receive a step

increase in his or her base salary, or in the event the Assistant City Manager is at the top step, he or she shall receive a five percent (5%) base salary increase during the duration in which he or she is performing the duties of a City Manager.

(E) *Appointment; removal.* The Council shall appoint the City Manager for an indefinite term and may remove him or her at any time by a three (3) member vote of the Council. The City Manager serves at the pleasure of the Council and can be removed from office according to the terms and conditions set forth in his or her employment agreement.

(F) *Removal after municipal election.* Notwithstanding the provisions of this chapter, the City Manager shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election held in the city which a member of the Council is elected; the purpose of this provision is to allow any newly elected member to the Council or a reorganized Council to observe the actions and ability of the City Manager in the performance of the powers and duties of his or her office. After the expiration of the 90-day period, the provisions of subsection (E), above, pertaining to the removal of the City Manager shall be effective.

(G) *Compensation.* The City Manager, or such person designated to perform his or her duties as provided in subsection (D) above shall receive such compensation as the Council shall from time to time determine and fix, and the compensation shall be a proper charge against such funds of the city that the Council shall designate. Additional compensation may be provided to the City Manager as determined by his or her employment agreement.

(H) *Powers; duties.* The City Manager shall be the administrative head of the city government under the direction and control of the Council, except as otherwise provided. He or she shall be responsible for the effective administration of all the affairs of the city, which are under his or her control. In addition to his or her general powers as administrative head, not as a limitation thereof, it shall be his or her duty and he or she shall have the power:

[...]

(7) To work with the Assistant City Manager to confer with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; make appropriate decisions or recommendations; and oversee the preparation and implementation of long-range plans for the city.

[...]

(12) To appoint and remove any officers and employees of the city, except elected officers and their respective staffs.

(13) To attend all meetings of the Council, unless excused by the Council, except when his or her removal is under consideration by the Council at a closed session of the Council.

Section 31.04: Director of Finance, of Title III: Administration of Riverbank's Municipal Code shall be amended as Section 31.04: Assistant City Manager and shall now read:

(A) *Position Created.* The office of Assistant City Manager is hereby created and established.

(B) *Bond.* The Assistant City Manager shall, before entering upon the duties of his or her office, execute a bond to the city, conditioned upon the faithful performance of his or her duties, in an amount to be fixed from time to time by resolution of the Council.

(C) *Compensation.* The Assistant City Manager shall receive as compensation such salary as the Council from time to time fix by resolution or through an employment agreement. Additional compensation may be provided to the Assistant City Manager as determined by his or her employment agreement.

(D) *Powers and duties.* The Assistant City Manager shall perform all duties of his or her office pursuant to state law, the ordinances of the city, and such other duties not in conflict therewith as may be required by the City Manager and Council. In addition, the Assistant City Manager shall have the duty and power:

- (1) To provide assistance and support to the City Manager, develop programs, policies and plans related to all facets of city government in coordination with the City Manager.
- (2) To assist with the coordination of the annual budget process.
- (3) To recommend, implement and administer internal department policies and procedures.
- (4) To ensure city policies, procedures, and rules are followed.
- (5) To assist the City Manager in developing recommendations on a wide variety of municipal programs and issues.
- (6) To prepare reports and correspondence for the Council or outside agencies as required.
- (7) To attend Council meetings as requested by the City Manager.

(8) To represent the City Manager at various meetings or other functions in his or her absence at the City Manager's discretion.

(9) To act in the absence of the City Manager as set forth in § 31.04(E).

(E) *Absence of City Manager.* The Assistant City Manager shall perform all duties of the City Manager, enumerated in section 31.03 of this Code, in the event the City Manager separates from employment with the city or is otherwise unable to perform his or her duties.

(F) *Appointment; removal.* The City Manager shall appoint the Assistant City Manager. The Assistant City Manager serves at the pleasure of the City Manager and can be removed from office according to the terms and conditions as set forth in his or her employment agreement.

Section 31.05: Director of Finance shall be added to Title III: Administration of Riverbank's Municipal Code.

(A) *Office created.* The office of Director of Finance is hereby created and established.

(B) *Bond.* The Director of Finance shall, before entering upon the duties of his or her office, execute a bond to the city, conditioned upon the faithful performance of his or her duties, in an amount to be fixed from time to time by resolution of the City Council.

(C) *Compensation.* The Director of Finance shall receive a compensation such salary as the City Council shall from time to time fix by resolution.

(D) *Powers and duties.* The Director of Finance shall perform all duties of his or her office by state law, the ordinances of the city, and such other duties not in conflict therewith as may be required by the City Manager and the City Council. In addition, the Director of Finance shall have the following powers and duties:

(1) *Administration of financial affairs.* Have charge of the administration of the financial affairs of the city.

(2) *Budget.* Compile annual fiscal year budget expense and income estimates for the city and submit them to the City Manager by April 15 for the following fiscal year beginning July 1.

(3) *Accounting system.* Maintain a general accounting system for the city government and each of the offices, departments, and agencies thereof.

(4) *Disbursements.* Supervise and be responsible for the disbursements of all money; audit all purchase orders; audit all bills, invoices, payrolls, demands

and other charges against the city government before submission to the City Council for approval.

- (5) *Financial reports.* Submit to the City Manager and City Council a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city; and, as of the end of each fiscal year, submit a complete financial statement and report.
- (6) *Property inventory.* Supervise in keeping of current inventories of all property of the city by all city departments, offices, and agencies.
- (7) *Demands for money.* Demand and receive all monies and fees owing to the city whenever any person is indebted to the city in any manner, when the means of collection of such debt is not otherwise provided for by law.
- (8) *Collection of utility accounts, fees, and the like.* Supervise the collection and billing of water, sewer, and garbage accounts, bicycle license fees, dog license fees, building permit fees, and all other miscellaneous income receipts to the city.
- (9) *Preparation and assurance of business licenses.* Preparation of city business licenses and the supervision of the issuance of business licenses and the collection of fees therefor.
- (10) *Other functions.* To perform such other functions as the City Manager may from time to time specify or such other functions as may be prescribed from time to time by action of the City Council.

(E) *Duties transferred from City Clerk.* The Director of Finance shall perform all the financial and accounting duties heretofore imposed upon the City Clerk, and the City Clerk shall be and hereby is relieved of all such duties imposed upon the City Clerk by Cal. Gov't Code §§ 37700 *et seq.* and §§ 40802 through 40805.

SECTION 2 SEVERABILITY CLAUSE: Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3: 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 or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again 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 _____, 2016. Said ordinance was given a second reading at a regular meeting of said Council on _____, 2017, and Councilmember _____ seconded by Councilmember _____, moved the adoption of said ordinance, and upon roll call was carried by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVED:

Annabelle Aguilar, CMC

City Clerk

Richard O'Brien

Mayor

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

SECTION 6: NEW BUSINESS

Meeting Date:	December 13, 2016
Subject:	Accept Report on Status of LRA Budget for First Quarter FY 2016/17
From:	Marisela Garcia, Interim City Manager/Director of Finance
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) receive and approve the status report on the LRA budget for the first quarter of fiscal year 2016/17.

SUMMARY

This report covers the first quarter revenue and expenditures specifically for the time period from July 1, 2016 through September 30, 2016.

BACKGROUND:

In April 2010, the LRA Board adopted a resolution that requires LRA staff to provide a quarterly report to the LRA Board on the status of the budget. This report is intended to comply with that requirement.

This report is a snapshot of the LRA's financials as of the date of the report. A final report will be prepared at the end of the fiscal year that reflects additional details regarding revenue and expenditures from this quarter that may not have been included at the time this staff report was due.

Please note this report does not reflect beginning cash-on-hand.

FINANCIAL IMPACT

Fund 197 – Leasehold Revenue

Revenue was lower than expected. This is because utility revenue can lag by 30-60 days between the time Hetch Hetchy bills the LRA for power and when the tenants pay their utility bills.

O & M funding has yet to be executed as the standard for receiving the funds through an executed lease has changed and will be a stand alone agreement.

Fund 198 – Office of Economic Adjustment Grant (OEA)

Revenue and expenditures in line with expectations for the quarter.

STRATEGIC PLANNING ALIGNMENT

The presentation of the LRA's FY 2016-17 First Quarter supports the City's mission and reinforces the City's core values of transparency and fiscal responsibility.

ATTACHMENT

1. FY 2016-17 Fund 197 Revenue/Expenditures
2. FY 2016-17 Fund 198 Revenue/Expenditures
3. FY 2016-17 Fund 199 Revenue/Expenditures

	<u>2016-17</u> <u>Budget</u>	<u>First</u> <u>Quarter</u> <u>Jul-Sept</u>
Fund 197		
Rents	1,460,000	321,772
Sale of Personal Property	-	
DOD Caretaker Revenue	100,800	
Utility Revenue from Tenants	840,000	16,374
Miscellaneous Revenue	20,000	2,746
Total Revenue	2,420,800	340,892
Salaries	21,602	6,520
Fringe	11,297	3,201
Administrative Expenses		
Travel	4,105	613
Equipment		
Office Supplies/Legal Ads	397	47
Phones	521	41
Copier	509	
Postage	50	8
Janitorial	257	124
Marketing/Branding	4,300	36
Professional Services		
Legal	146,000	11,593
Other Services	27,995	12,105
Insurance Premiums	100,000	
Facility Operations & Maintenance		
Well maintenance	500	
Permits	6,000	
Water Testing	3,000	385
Electrical PM	100,000	
Electrical Infrastructure Upgrade/Repair	0	
Fire Supression Maintenance	7,000	
Landscaping	8,000	790
Propane	3,000	
Repairs	120,000	
Fire Assessment Fees	200	
Common Area Costs (electric, water, garbage)	900,000	55,544
Infrastructure Improvements	50,000	23,219
Tenant Improvements	25,000	
Facility Mgmt/Security Services Contracts		
Security	195,000	32,595
Facility Management	500,000	75,218
Total Expenditures	2,234,733	222,040
Net Revenues Less Expenditures	186,067	118,852

2016-17
Budget

First Quarter
Jul-Sept

Fund 198

OEA Grants

206,049

114,467

Total Revenue

206,049

114,467

Salaries

87,727

58,677

Fringe

46,967

28,812

Administrative Expenses

Travel

5,508

Office Supplies/Legal Ads

2,293

427

Phones

854

369

Copier

43

Postage

180

Janitorial

1,415

1,112

Marketing/Branding

Professional Services

Legal

24,000

24,000

Other Services

37,062

1,071

Total Expenditures

206,049

114,467

Net Revenues Less Expenditures

0

0

	<u>Budget</u> <u>FY 2016-17</u>	<u>First Quarter</u> <u>Jul-Sept</u>	<u>2016-17 Year</u> <u>End</u>
<u>Fund 199</u>			
ESCA #2	8,495,199		8,495,199
Total Revenue	8,495,199	8,495,199	8,495,199
Weston Contract ESCA #2	5,441,495	1,105,172	4,336,323
Variable Cost (T & D)			-
SJES Contract ESCA #2	1,676,066	767,224	908,842
Administrative Expenses	163,498	3,325	160,173
Contingency	1,214,140		1,214,140
Total Expenditures	8,495,199	1,875,721	6,619,478

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	December 13, 2016
Subject:	Approval for the Interim City Manager to Enter into a Consulting Contract with De Novo Planning Group for Environmental (EIR) work associated with the Crossroads West Specific Plan (CRWSP), General Plan Amendment, Development Agreement and Annexation
From:	Marisela Garcia, Interim City Manager/Director of Finance
Submitted by:	John B. Anderson, Consulting Planner

RECOMMENDATION

It is recommended by Staff that the City Council, by minute action, authorize the Interim City Manager to enter into a Consulting Contract with De Novo Planning Group pursuant to the approved Advanced Funding Agreement, to cover special consultant charges anticipated with the processing of the Crossroads West Specific Plan and Annexation proposal.

SUMMARY

Since 2013, City staff has been working with prospective developers of approximately 380 acres of land westerly of Oakdale Road. The subject property is between the MID Main Irrigation lateral north of Morrill Road to the north and Claribel Road to the south to develop a Specific Plan which contemplates the development of the area. The project will include a number of General Plan Amendments, Sphere of Influence expansion, Annexation, update to the Municipal Services Plan and the establishment of an agricultural mitigation strategy. The application is supported by three major land owners in the area which represent 354 acres of the 380 acre planning area. The plan area does include the Riverbank Sports complex.

ANALYSIS OF THE ADVANCED FUNDING AGREEMENT

This agreement was negotiated by both parties in good faith. The Advanced Funding Agreement will be accompanied by a letter which describes the basic principles behind the funding agreement. The agreement requires the project proponents to maintain a minimum project balance of \$50,000 to accommodate professional services associated

with the processing of this application. The agreement further requires the deposited funds to match future commitments of third party contracted services including CEQA work and special studies.

STATUS OF THE CRWSP APPLICATION

The project proponents have delayed their work on the Specific Plan (SP) document in response to comments made by City Staff dating back to January of 2016 (second draft SP). The third draft SP was presented for staff review and consideration in August of 2016. Staff responded to the third draft on September 6, 2016 and noted the need for significant consideration in terms of proposed project densities, project amenities, and over-all plan vision. Our understanding is that the applicants are prepared to share the fourth draft SP shortly.

The project proponent's team continues to work on the SP in response to concerns raised by Planning Staff. In the interim, City Staff has agreed to solicit proposals for environmental work and to engage the City's Traffic Consultant, KD Anderson Transportation Engineers, to conduct traffic counts at key intersections around Riverbank, prior to the 2016 holidays.

ENVIRONMENTAL CONSULTANTS

City Staff in October of 2015, at the request the applicants, agreed to solicit proposals for EIR work associated with the project from five (5) consulting firms including: AECOM, De Novo Planning Group, Base Camp Environmental, Lamphier-Gregory Planning and EMC Planning Group. Recently the top two (2) consulting teams were interviewed by the City and the Applicant to determine the strength of each team and to understand their qualifications. By mutual agreement, De Novo Planning group was selected to perform the EIR work for the CRWSP. It is not known when the draft Specific Plan will be ready for circulation, but City Staff remains poised to proceed with the project by eliminating any possible delays in the processing of necessary environmental documents. De Novo's total contract amount is \$145,713. Said contract has been reviewed by the applicant and the City Attorney, and Staff is satisfied that all concerns have been properly addressed.

Therefore, it is recommended that the City Council consider the award and approval of the Contract with De Novo Planning Group to perform said work.

FINANCIAL IMPACT

Staff intends to hire a qualified consulting team to prepare all environmental documents necessary to properly evaluate the CRWSP application. Pursuant to the Advanced Funding Agreement the project proponents are under obligation to compensate the City and its associated consultants for all professional services involved with the processing of the Crossroads West Specific Plan and Annexation. This contract will therefore have no financial impact on the City General Fund.

ATTACHMENT

1. Executed copy to the Consulting Contract with De Novo Planning Group.
2. De Novo Planning Group updated EIR proposal of November 8, 2016.

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2016, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and De Novo Planning Group, a California corporation (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. City has determined that consultant services are required for the preparation of an Environmental Impact Report (“EIR”) in connection with the Crossroads West Specific Plan application (the “Project”).

B. Consultant has submitted a proposal to City that includes a scope of proposed consultant services for preparing the EIR in three (3) distinct Phases; Phase 1 – Initiation, Phase 2 – Draft EIR and Phase 3 – Final EIR with MMRP and Findings, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule that is also attached hereto and described more fully in **Exhibit A** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project, as specified in **Exhibit A**. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or consultant engaged by Consultant, other than the subcontracts and consultant referenced in **Exhibit A**, without prior written approval from City.

2. Compensation. City shall pay Consultant according to the fee schedule and work phasing plan set forth in **Exhibit A**, as full remuneration for the performance of the Services. Consultant shall maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. City is only under obligation to pay said Consultant for services authorized according to the work phasing plan presented in **Exhibit A**. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion. In no event shall the Services exceed the total budget of \$145,713, unless

expressly agreed to by City and Consultant through an amendment of this Agreement or an executed change order.

3. Reimbursement. [omitted]

4. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by, or in the possession of City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

6. Termination. City may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of City's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

8. Performance by Key Employee. Consultant represents to City that Steve McMurtry will be the person primarily responsible for the performance of the Services and all communications related to the Services. City enters into this Agreement in reliance on that representation by Consultant.

9. Property of City. The following will be considered and will remain the property of City:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting City’s right to assign all or some of City’s interests in the Documents.

B. Data. All data collected by Consultant and produced electronically and in paper form in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting City’s right to assign all or some of City’s interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

10. Duties of City. In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant’s performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant’s services hereunder.

11. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant’s sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant’s profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required

under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including any administrative policies and guidelines of City pertaining to the Project or the Services.

13. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

14. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“City’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

15. Indemnification. Consultant hereby agrees to indemnify and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant’s obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due

hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to City:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Clerk

With courtesy copies to:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: John B. Anderson
Contract Planner with the City of Riverbank

And to:

Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant:

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
Attention: Steve McMurtry

19. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above-referenced Effective Date.

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____
Marisela Garcia, Interim City Manager

CONSULTANT:

DE NOVO PLANNING GROUP, a California
corporation

By:  _____
Name: Steve McMurtry
Title: Principal

Approved as to Form:

Robin Baral, Deputy City Attorney

EXHIBIT A

Services

PROPOSED



Updated Proposal for Professional Services to
Prepare an Environmental Impact Report for the
Crossroads West Specific Plan, Riverbank, CA



Updated 11-8-2016

Submitted to:

City of Riverbank
Development Services Department
C/o John B. Anderson, Project Planner
6617 Third Street
Riverbank, CA 95367

Submitted by:

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

1020 Suncast Lane, Suite 106 | El Dorado Hills, CA 95762
info@denovoplanning.com | TEL 916-580-9818



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm



November 8, 2016

John Anderson, Project Planner
City of Riverbank
Development Services Department
6707 3rd Street
Riverbank, CA 95367

SUBJECT: **Updated Crossroads West Specific Plan EIR Proposal**

Dear Mr. Anderson:

Thank you for selecting the De Novo team for this important project. I am submitting an updated proposal in response to the letter that you provided. We have divided the Work Program into three phases, with each phase requiring an authorization from the City of Riverbank. As we discussed, this approach will affect the schedule given that we originally anticipated being able to work on some later tasks earlier in the process (i.e. we anticipated working on the Phase 2 Task D ADEIR during the Phase 1 Task C NOP 30 day public review period). We have adjusted our schedule in the attached to reflect the phasing approach.

Our revised proposal also assumes that the City/Applicant Team will provide an Urban Decay Analysis from ADE or another firm for our use. We have deleted the reference to New Economics and Advisory as an option for preparing this work. Our proposal still includes West Yost preparing a WSA; however, we have eliminated the optional task of performing the verification given that the City has recently adopted a new UWMP. Lastly, we have left an optional task of performing full recordation of five structures, McHenry School, and the Canal, each of which is a potentially historical facility. We anticipate that the EIR will identify a measure to perform full recordation prior to disturbance in the event that these facilities require disturbance/removal.

The budget is broken down as follows:

- Phase 1 (\$9,160),
- Phase 2 (\$112,548),
- Phase 3 (\$24,005).

The total budget is **\$145,713**, which is the same as the total budget provided to you in December 2015. We trust that the enclosed information is adequate for your review, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

DE NOVO PLANNING GROUP

Steve McMurtry, Principal

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DESCRIPTION OF ORGANIZATION

DE NOVO PLANNING GROUP

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, transportation planning, environmental studies, and sustainability planning. The founding principals have successfully completed over 150 projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California.

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance the often conflicting goals of economic, social, environmental, legal, and political forces. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective, and delivered within the client's schedule.

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions seek to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

De Novo Planning Group is accomplished in multiple disciplines, with services focusing on planning, environment, and sustainability. Our areas of expertise include environmental documentation and compliance, with technical abilities in air quality, biology, climate change, land use, and water resources.

BENEFITS OF THE DE NOVO TEAM

De Novo understands that the EIR preparation process will require extensive coordination and communication with the City staff, as well as the responsible agencies and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and planning experience.

- **Regional Experience** – The De Novo team project management and technical staff have a strong knowledge of the regional conditions. Our team has the local and regional experience to provide an outstanding EIR. Our team members have served as contract staff to local agencies and are familiar with the planning process and future uses of the EIR, which allows us to craft mitigation language that will be effective and straight-forward to implement. Our team has prepared numerous environmental documents throughout the central valley.

- **Close Coordination With Resource and Responsible Agencies** – Given our experience in preparing project-level EIRs, we understand the strong need for early and on-going coordination with natural resource agencies as well as other agencies that regulate and/or permit activities within the City (e.g., Caltrans, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, State Reclamation Board). Our team will consult all relevant resource and regulatory agencies as part of the project, as well as during the Notice of Preparation review and during the preparation of the Draft EIR. Multiple consultations assure that the agencies have considered the direction of the project and have provided input to the analysis and mitigation measures presented in the EIR.
- **Utilization of Technical Staff and Sub-Consultants** – De Novo has teamed with subconsultants j.c. brennan & associates (Noise) and Peak (Cultural), all of whom are leaders in their fields and have experience working on similar projects. De Novo technical team members will provide expertise in the areas of air quality, climate change, biological resources, aesthetics, agricultural resources, land use/planning, population/housing, and public services and utilities. Additionally, have extensive experience working with KDA, whom is contracted directly with the City to prepare the traffic analysis.

RESUMES/BIOS

STEVE MCMURTRY - PROJECT MANAGER

Mr. McMurtry is a Principal Planner with De Novo Planning Group and is responsible for project management, preparation of environmental documents, land use plans, air quality modeling, biological assessments, LESA modeling, and regulatory permitting. He has successfully led multidisciplinary teams to complete over 80 environmental, transportation and land use planning, and development projects in 19 California counties. Mr. McMurtry's experience includes service in engineering and planning firms, as well as in the construction industry. He is currently serving as the principal in charge on EIRs in San Joaquin, Butte, Shasta, Glenn, Amador, and Siskiyou counties. His environmental experience encompasses public outreach/facilitation, policy/program development, document writing/processing, and permitting. During his tenure in the construction industry he was responsible for planning, design, and construction of projects valued over \$300 million, which included the construction of roadways, utilities, pump stations, parks, and trails. Mr. McMurtry also has experience serving as an expert witness in land use and environmental cases. Mr. McMurtry graduated from Cal Poly San Luis Obispo with a bachelor's degree in Natural Resource Management with graduate studies in Biological Sciences at San Jose State University.

BEN RITCHIE - PRINCIPAL PLANNER

Mr. Ritchie is a Principal Planner with De Novo Planning Group and is responsible for the management of complex CEQA and NEPA projects, climate action plans, sustainable policy development, general plan updates, specific plans, redevelopment plans, and municipal

service reviews. His experience includes residential, commercial, mixed-use, transportation, annexation and redevelopment projects throughout California. He has extensive knowledge of CEQA and has assisted jurisdictions in drafting and updating their local CEQA implementation guidelines. Mr. Ritchie has served as an Environmental Coordinator for municipalities, which included oversight of an Environmental Planning Division. He developed a partnership with the Attorney General's office and ICLIE- Local Governments for Sustainability to develop methodologies for local agencies to address climate change at a local level to achieve compliance with AB 32. Mr. Ritchie is a recognized leader in the industry and has spoken at the National Association of Environmental Professionals and the Green California Summit conferences, educating practitioners on approaches to climate change planning at the local level. Mr. Ritchie received an APA award for his work in the City of Alameda developing the City's first Climate Action Plan. He is currently serving as the Principal-in-Charge of the EIRs in Tracy, Truckee, Colusa County, Glenn County, and Siskiyou County. Mr. Ritchie graduated from Cal Poly, San Luis Obispo with a bachelor's degree in Political Science and a Master of City and Regional Planning (MCRP) where he received the California Planning Foundation Scholarship for Academic Excellence.

BETH THOMPSON - PRINCIPAL PLANNER

Ms. Thompson is a Principal Planner with De Novo Planning Group with over 13 years of experience. Her responsibilities include senior review of environmental documents, environmental planning, policy document preparation, and contract planning. She specializes in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Thompson's experience includes environmental review for long-range planning projects, including general plans, specific plans, agricultural policies, transportation and infrastructure, and housing elements, as well as residential and commercial developments, resort, hospital, and school projects. Ms. Thompson has managed Master and Program EIRs for General Plan Updates and Circulation Elements. Her experience also includes grant writing and administration services, including compliance with federal overlay requirements, program design and implementation, and funding applications. She has overseen the establishment of CDBG entitlement communities and managed the implementation of those cities' CDBG programs. Ms. Thompson is a capable educator and has provided environmental training, including project management, CEQA implementation, and CEQA case law guidance. Ms. Thompson graduated from the University of California, Davis with a bachelor's degree in Environmental and Resource Sciences.

WILLIAM CRENSHAW – ASSISTANT PLANNER

Mr. Crenshaw is an Assistant Planner with De Novo Planning Group, and is responsible for project support in the preparation of environmental documents, and General Plans. Mr. Crenshaw's previous experience includes service with several nonprofit environmental organizations, and work in the construction industry. Mr. Crenshaw's experience includes public outreach, research, environmental document writing, and policy preparation. Mr. Crenshaw graduated from UCLA in 2011 with a Bachelor's Degree in Geography, and continued

his studies at Cal Poly San Luis Obispo where he received a Master of City and Regional Planning (MCRP). Throughout his academic endeavors, Mr. Crenshaw received multiple honors including two UCLA scholarship recognition awards “In recognition of high achievement and outstanding promise,” as well as the 2013 Errett Fisher Foundation Scholarship.

JOSH SMITH – ASSOCIATE PLANNER

Mr. Smith is an Associate Planner with De Novo Planning Group, and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, and the development of sustainability plans and reports. His experience includes the development of Climate Action Plans, Energy Action Plans, the assessment of air quality and noise impacts, noise monitoring, and traffic count surveys. He has substantial experience utilizing best-practice standards for developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. Mr. Smith has been active as an environmental consultant for approximately five years, and served as the primary junior technical analyst on the Pleasanton, Oakdale, and Hughson Climate Action Plans, and has worked on numerous air quality and GHG EIR sections. He also has prior experience working in State and local government, and was appointed the San Francisco Bay Area Chapter of the Association of Environmental Professionals (AEP) Student Outreach Director in 2013 and 2014. Mr. Smith graduated from UC Davis in 2010 with a Bachelor’s of Science in Environmental Policy Analysis & Planning, where he participated in the Davis Honors Challenge Program.

SUBCONTRACTORS

De Novo has teamed with two subcontractors, each of which is described below.

J.C. BRENNAN & ASSOCIATES

j.c. brennan & associates is a full service acoustical consulting firm. The founder provides over 20 years of combined experience in acoustical consulting and is a recognized member of the Institute of Noise Control Engineering. j.c. brennan & associates provides high-quality and personalized acoustical consulting services in the fields of transportation noise (roadway traffic, aircraft and railroad), industrial noise control, ambient noise surveys, architectural and building acoustics, environmental impact reports (EIR's) and environmental impact studies (EIS's), expert legal testimony, staff training, and General Plan Noise Element and Noise Ordinance updates.

j.c. brennan & associates utilizes sound level measurement and vibration measurement equipment which meet ANSI specifications for Type 1 sound level measurement equipment. Computer models used for evaluating noise levels and associated impacts include the Integrated Noise Model (INM - for developing aircraft noise contours for airports), the Environmental Noise Model (ENM - for analysis and contour mapping for all environmental/industrial noise sources), the Federal Highway Administration Traffic Noise Prediction Model, the Caltrans Sound 2000 Model traffic model and the recently developed Traffic Noise Model (TNM).

LUKE SAXELBY – SENIOR NOISE ENGINEER

Mr. Saxelby has managed numerous acoustical studies involving a wide variety of noise sources, including traffic, railroads, commercial uses, and industrial uses. He has been actively involved in many noise studies for various types of projects, including residential subdivisions, shopping center developments, car washes, specific plans, ski resorts, roadway improvement project and various environmental impact reports. Mr. Saxelby has developed skills in the use of complex noise modeling programs including the Federal Highway Administration Traffic Noise Prediction Model (TNM), California Department of Transportation noise modeling program (Sound 2000), and the Environmental Noise Model (ENM). Special interests include the application of noise control techniques for mechanical systems. Mr. Saxelby obtained a Bachelor's degree in Mechanical Engineering from California State University, Sacramento.

PEAK ASSOCIATES

Peak & Associates, Inc. offers archeological services and cultural resource expertise to public agencies and private concerns. A woman-owned business enterprise since 1972, Peak & Associates operates with a full-time staff of two professional archeologists and a historian/archeologist that has successfully completed over 4,500 projects in the fields of public archeology and cultural resource management. Peak & Associates can conduct projects throughout California, the Great Basin, Nevada, Oregon, and the Southwest.

MELINDA PEAK – PRINCIPAL CULTURAL RESOURCES INVESTIGATOR

Ms. Peak is the president of the firm and has charge of company records, acts as principal field director for survey and archeological test projects, and takes responsibility for the firm's historical research and historical evaluation activities. With a record of more than thirty years of field experience, Ms. Peak has been a principal investigator, field director, crew chief and assistant director on a wide range of prehistoric and historic excavations. She has directed laboratory analyses of archeological materials, including the historic period. She has also conducted a wide variety of cultural resource assessments in California, including documentary research, field survey, and report preparation.

Ms. Peak is a registered professional historian with a Bachelor's degree in Anthropology from the University of California, Berkeley and a Master's degree history at California State University, Sacramento. Through her education and experience, Ms. Peak meets the Secretary of Interior Standards for historian, architectural historian, prehistoric archeologist and historic archeologist.

QUALIFICATIONS AND RESOURCES

The following is a list of De Novo's Principals' recent project experience. Some are in progress and/or involve work the Principals conducted while working with other consulting firms.

MIXED USE PROJECTS

- City of Lathrop. 2013. South Lathrop Specific Plan EIR

- City of Davis. 2012. The Cannery EIR.
- Town of Truckee. 2012. Truckee Specific Plan 3 (SP3) EIR.
- City of Clearlake, Provinsalia Specific Plan EIR.
- City of Los Banos, Stonecreek Area Plan EIR.
- City of Madera, Ventana Specific Plan and Environmental Impact Report.
- City of Merced, 5-Bridges Specific Plan and EIR.
- City of Gilroy, Glen Loma Ranch Specific Plan EIR.
- City of Gilroy, Hecker Pass Specific Plan/South Valley Community Church EIR.
- City of Turlock, Morgan Ranch Specific Plan EIR.
- County of Monterey, Rancho San Juan Specific Plan EIR.

RESIDENTIAL DEVELOPMENT PROJECTS

- Amador County, Lake Comanche Mitigated Negative Declaration.
- City of Elk Grove, Bell South Environmental Impact Report.
- City of Elk Grove, High Density Residential General Plan Amendment and Rezone EIR.
- City of Elk Grove, Sterling Meadows EIR.
- City of Placerville, Fairway Pines EIR.
- Colusa County, Reddington Ranch Subdivision Mitigated Negative Declaration.
- Colusa County, Steinbuch Subdivision Mitigated Negative Declaration.
- Lake County, Valley Oaks Development EIR.
- Mono County, Rodeo Grounds Specific Plan EIR.
- Nevada County, Wolf Creek Estates Revised Draft EIR.
- Placer County, Addendum to Hopkins Ranch Final EIR.
- Placer County, Lookout Martis Amendment Addendum to the Siller Ranch Final EIR.
- Placer County, The Northside EIR.
- Town of Truckee, Gregory Creek EIR.
- Town of Truckee, Old Greenwood FEIR Addendum.
- Town of Truckee, Tahoe Boca Subdivision EIR.

SCHOOLS/PARKS PROJECTS

- City of Tracy. 2010. Holly Sugar Sports Park EIR/EIS (CEQA/NEPA)
- Stockton Unified School District. 2009. Franklin High School Improvements Project MND.
- Stockton Unified School District. 2009. Chavez High School Improvements Project MND.
- Novato Unified School District, Hamilton Elementary School Expansion Project MND.
- Novato Unified School District, PBC Parcels 2 and 3 (Charter High School and District Food and Maintenance Services) MND.

RESORT PROJECTS

- Placer County, Northstar Highlands Program and Project EIR.
- Placer County, Northstar Village EIR.
- Squaw Valley Public Services District, Resort at Squaw Creek SEIR.

ENERGY/MINE PROJECTS

- Shasta County. 2012. Sierra Pacific Industries Cogeneration Plant EIR.

- Imperial County. 2011. Campo Verde Solar Energy Project EIR/EIS.
- Imperial County. 2010. Centinella Solar Energy Project EIR/EIS.
- Shasta County. 2012. Moody Flats Mine EIR.
- Kern County, Famoso Ethanol Plant EIR
- Imperial County, Pacific Ethanol Plant EIR
- Imperial County, Cilion Ethanol Plant EIR

COMMERCIAL DEVELOPMENT PROJECTS

- City of Modesto. 2010. Bertolotti Transfer Station IS/MND.
- City of Jackson, Home Depot EIR.
- El Dorado County, Circle K and 76 Gas Station EIR.
- Imperial County, Calexico-Imperial County Enterprise Zone EIR.
- City of Elk Grove, Laguna Ridge Town Center Supplemental EIR.

HOSPITAL PROJECTS

- City of Jackson, Sutter Amador Hospital Expansion EIR.
- City of Monterey, Community Hospital of Monterey Peninsula Expansion EIR.

SPECIAL DISTRICT PROJECTS

- Paradise Irrigation District. 2012. Water Rights Extension and Sphere of Influence Annexation EIR.
- Pebble Beach Community Service District Facilities Improvements CEQA Documents.
- Nipomo Community Services District Expansion EIR.
- Paradise Irrigation District, Water District Acquisition and SOI Expansion ND.

TRANSPORTATION PROJECTS

- City of Manteca. 2009. Circulation Element Update EIR.
- Butte County Association of Government. 2012. 2012 Butte County Metropolitan Transportation Plan and Sustainable Communities Strategy EIR.
- Butte County Association of Governments/Caltrans. 2009. State Route 99/Neal Road Intersection Project CEQA/NEPA compliance and Caltrans technical studies.
- Butte County Association of Government. 2008. 2008 Butte County Regional Transportation Plan EIR.
- Yuba County/Caltrans. 2011. State Route 70/Feather River Boulevard Interchange Project CEQA/NEPA compliance and Caltrans technical studies.
- Nevada County Transportation Commission. 2010. 2010 Nevada County RTP EIR.
- City of Tracy. 2012. MacArthur Drive Widening Project CEQA/NEPA compliance and Caltrans technical studies.
- County of Fresno. 2011. Belmont Avenue Widening Project Natural Environmental Study.
- County of Fresno. 2011. San Diego Avenue Widening Project Natural Environmental Study.
- City of Jackson/Amador County Transportation Commission. 2012. City of Jackson Circulation Improvement Program Environmental Screening and CEQA.
- Calaveras Council of Governments. 2012. 2012 Calaveras Co. RTP CEQA and technical studies.

- Mariposa County Transportation Commission. 2012. 2012 Mariposa County Regional Transportation Plan CEQA and technical studies..
- Amador County Transportation Commission. 2009. Plymouth Transportation Improvement Project.
- Amador County Transportation Commission. 2010. State Route 88/Pine Grove Corridor Improvement Project.
- Glenn County Transportation Commission. 2009. 2009 Glenn County Regional Transportation Plan Technical Environmental Documents, CEQA Processing.
- San Joaquin Council of Governments. 2011. SJCOG 2011 Regional Transportation Plan EIR.
- Shasta County Regional Transportation Planning Agency. 2010. 2010 Shasta County Regional Transportation Plan EIR.
- Siskiyou County Transportation Commission. 2010. 2010 Siskiyou County Regional Transportation Plan CEQA Documentation.

LONG-RANGE PLANNING

- City of Brentwood, 2013, Brentwood General Plan Update
- County of Colusa. 2012, Colusa County 2035 General Plan Update.
- City of Cotati. 2012. City of Cotati 2035 General Plan Update.
- City of Foster City. 2012. Foster City General Plan Update EIR.
- City of Lakeport. 2010. Lakeport General Plan Annual Report.
- City of Half Moon Bay. 2010. Half Moon Bay Sign Code.
- City of Lakeport, Lakeport General Plan Update.
- City of Colusa, General Plan Master EIR.
- City of Carmel-by-the-Sea, Local Coastal Plan Environmental Impact Report.
- City of Jackson, Jackson Land Use Circulation and Zoning Project EIR.
- City of Merced, Gateways Redevelopment Plan Amendment EIR.
- City of Elk Grove, General Plan Amendment Supplemental Environmental Impact Report.
- El Dorado County, FAR GPA Supplemental Environmental Impact Report.
- City of Elk Grove, NEPA Compliance for Community Development Block Grant (CDBG).

HOUSING ELEMENTS

- City of Half Moon Bay. 2010. Housing Element.
- City of Cotati, 2012 Housing Element.
- City of Brentwood, 2013 Housing Element
- Town of Paradise, 2009 Housing Element and Negative Declaration
- City of Escalon, 2009 Housing Element and Negative Declaration
- City of Lakeport, 2009 Housing Element and Negative Declaration
- County of Colusa, 2009 Housing Element and Negative Declaration

SUSTAINABILITY PLANNING

- City of Elk Grove. 2011. Elk Grove Climate Action Plan EIR.
- City of Alameda, Alameda Climate Action Plan
- City of Clearlake, Provinsalia EIR GHG Analysis
- City of Colusa, General Plan Master EIR GHG and Climate Change Analysis

- City of Pinole, Baseline Greenhouse Gas Emissions Inventory
- City of Placerville, Fairway Pines EIR GHG Analysis
- National Association of Environmental Professionals (NAEP)- Presented “Comprehensive Local Solutions to Address Climate Change” with the CA Attorney General’s Office. March 2008.
- Green California Summit- Presented “Comprehensive Solutions for Local Agencies to Address Climate Change.” April 2008.
- Biological Studies

BIOLOGICAL STUDIES

- Butte County Association of Governments/Caltrans. 2009. Natural Environmental Study for the State Route 99/Neal Road Intersection Project.
- City of Elk Grove. 2012. Swainson’s Hawk Surveys-Mosier Property.
- County of Fresno. 2011. Belmont Avenue Widening Project Natural Environmental Study.
- County of Fresno. 2011. San Diego Avenue Widening Project Natural Environmental Study.
- City of Elk Grove. 2011. Swainson’s Hawk Mitigation Fee EIR.
- City of Tracy. 2010. Biological Assessment and Habitat Conservation Plan Applications for the Thermal Desalination and Green Energy Project.
- City of Manteca. 2011. Wetland Delineation and 404/401 Permitting for the French Camp Canal Outlet Improvements and Water Park Project.
- City of Manteca. 2010. Wetland Mitigation Bank Draft Prospectus.
- Amador County Transportation Commission. 2010. Biological Field Surveys for the State Route 88/Pine Grove Corridor Improvement Project.
- Amador County Transportation Commission. 2010. Biological Resources Assessment for the Plymouth Transportation Improvement Project.
- City of Half Moon Bay. 2010. City In-fill Site and Senior Housing Project.
- Paradise Irrigation District. 2010. Botanical Survey Report for the PID Corporation Yard.
- Paradise Irrigation District. 2010. Biological Resources Assessment for the PID Corporation Yard.
- City of Tracy. 2009 Biological Assessment and Habitat Conservation Plan Applications for the Holly Sugar Sports Park.
- Yuba County/Caltrans. 2009. Natural Environmental Study for the State Route 70/Feather River Boulevard Interchange Project.

WORK APPROACH AND METHODOLOGY

We understand that the City of Riverbank is seeking an environmental consultant to prepare and EIR for the Crossroads West Specific Plan. The project includes annexation of the project area to the City of Riverbank, various modifications to the adopted Riverbank General Plan Land Use Map and pre-zoning of the site to Specific Plan.

We understand that the project site is 380 acres made up of approximately 50 acres of commercial land and 265 acres of residential land consisting of low, medium, and high density, 15 acres of mixed uses, and 22 acres of park, with the balance consisting of parks/basins, public, quasi-public, and roadways.

The Project is a project as defined by CEQA and the City has anticipated that it requires an EIR in accordance with the CEQA guidelines. The EIR is informational documents intended to inform public decision-makers, responsible or interested agencies, and the general public of the potential environmental effects of the project. The EIR is necessary to evaluate the environmental effects of the project and to identify strategies to avoid or mitigate adverse impacts.

De Novo understands that the process will require extensive coordination and communication with City staff, as well as the responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and planning experience.

Steve McMurtry will be the main point of contact for City staff. Ben Ritchie will be a secondary point of contact. Mr. McMurtry and Mr. Ritchie will be available for weekly conference calls with City staff to discuss ongoing project issues and ensure continuous coordination throughout the process. As part of our project management activities, the management team will prepare written de-briefings following all project meetings to memorialize what was discussed, outstanding items yet to be completed, and clarification on timing and completion responsibility for all tasks. Mr. McMurtry and Mr. Ritchie have successfully implemented this management approach for numerous projects throughout California.

In addition to our project management efforts with City staff, our entire project team will maintain clear and open lines of communication with staff through the project managers. The project managers will assume responsibility for ensuring that our project team stays on task, on schedule, and on budget and that they are informed of all applicable project issues. The project manager will be responsible for budget management and a budget update will be provided to City staff on a monthly basis.

SCOPE OF WORK

The De Novo Team will prepare an Environmental Impact Report (EIR) for the proposed project. An EIR is an informational document intended to inform public decision-makers, responsible or interested agencies and the general public of the potential environmental effects of a project, and where applicable, provide mitigation measures that can be implemented to reduce or avoid the potential adverse environmental effects.

While CEQA requires that major consideration be given to avoiding adverse environmental effects, the lead agency and other responsible public agencies must balance adverse environmental effects against other public objectives, including the economic and social benefits of a proposed project, in determining whether a proposed project should be approved. A Project-level EIR is described in State CEQA Guidelines § 15161 as:

“The most common type of EIR (which) examines the environmental impacts of a specific development project. This type of EIR should focus primarily on the changes in

the environment that would result from the development project. The EIR shall examine all phases of the project including planning, construction, and operation.

De Novo has teamed with j.c. brennan & associates (Noise), and Peak (Cultural). We anticipate working cooperatively with KD Anderson (Traffic), whom is under contract with the City directly. Additionally, we understand that the City or applicant team will retain ADE to provide an Urban Decay Analysis for our use in the EIR. We currently have a strong working relationship with each of these firms. De Novo technical team members will provide expertise in the remaining environmental topics as discussed below.

CONTRACT PHASING

We understand that the City will intends to release the De Novo Team to complete work on individual tasks at their discretion. We have divided the Work Program into three phases. The first phase includes Tasks A (Project Initiation), B (Project Description), and C (Notice of Preparation). We understand that the City and the Applicant team will review the NOP comments prior to authorizing Phase 2 of the Work Program. If authorized, Phase 2 will include Task D (Admin DEIR) and Task E (Public DEIR and NOC). We understand that the City and the Applicant team will review the DEIR comments prior to authorizing Phase 3 of the Work Program. If authorized, Phase 3 will include Task F (Admin FEIR) and Task G (Public FEIR and MMRP), Task H (Findings of Fact and Overriding Considerations), Task I (Attendance at Hearings/Meetings), Task J (Notice of Determination).

PHASE 1 OF CONTRACT

TASK A – PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City Staff to discuss the following:

- Refinement of project work scope and schedule,
- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

We will provide the City with a spreadsheet of project tasks and deliverables that we will use to track progress on the EIR. This spreadsheet will be updated monthly and provided to the City with our regular status report.

Following the kick-off meeting, we will submit a memo to the City summarizing the outcome of the kick-off meeting.

TASK B – PREPARE PROJECT DESCRIPTION

De Novo will prepare a detailed description including text and graphics utilizing the information provided by the applicant. The project description will include a regional and local

setting, project history and land uses, past ownership, objectives, characteristics, important project features including discretionary actions and entitlements, consistency with the General Plan and zoning designations, a list of responsible and other agencies expected to use the product document in decision making, and a list of approvals for which the product document will be used. We will provide the draft project description to the City staff for review and comment. Upon receipt of comments from the City staff we will finalize the project description for use in the NOP/Initial Study.

Deliverables: One (1) electronic copy of the Project Description, in MS Word format.

TASK C – NOP/INITIAL STUDY

De Novo will prepare a Notice of Preparation (NOP) and Initial Study (IS) in an administrative draft form for City staff to review. Comments received from staff will be incorporated into the Final NOP, which De Novo will provide to the City in an electronic form. We anticipate that local distribution list will be provided to us by the City. De Novo will be responsible for local distribution of an electronic copy to the individuals/agencies on the City's local distribution list (up to 25) and for distribution to the State Clearinghouse for the state distribution. We will file the NOP with the County Clerk and the local newspaper. De Novo will present the results of the NOP at a public scoping meeting in coordination with City staff.

Deliverables: One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format. Twenty (20) printed copies of the Final NOP with appendices, and one (1) electronic copy in MS Word and PDF format.

PHASE 2 OF CONTRACT

TASK D –ADMINISTRATIVE DRAFT EIR

De Novo will prepare the project-level EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project.

The EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly.

The EIR will consist of the following sections:

EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a

simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

INTRODUCTION

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

PROJECT DESCRIPTION

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual resources located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and

provide a narrative description of the anticipated changes to the visual characteristics of the project area as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural renderings are available for the proposed project, we will compare and contrast design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation.

AIR QUALITY

The project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and from energy consumption by the residential uses. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.

- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

Greenhouse Gases and Climate Change will be addressed in a separate chapter.

BIOLOGICAL RESOURCES

De Novo will prepare a biological resources assessment for the proposed project. This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. The timing of the biological survey will not coincide with the flowering season so the survey will not be considered a protocol level plant survey.

This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

CULTURAL RESOURCES

The De Novo Team includes Peak Associates, a cultural resources firm with exceptional local knowledge and experience. The project involves a field survey of the areas proposed for development. The work effort for this section will include:

- We will conduct a record search for the current project area through the Central California Information Center of the California Historical Resources Information System. This will provide information on surveys conducted of the project area, and locations of any sites or resources recorded in or near the project area. We assume that shape files will be available for the search.
- Archival research will be conducted to help identify earlier occupancy and dates of construction for the various building complexes on the property. The early 1916 maps show 5 buildings and the McHenry school, as well as the early ditch. These sites are potentially historic and will likely require recordation at some point if they are planned to be disturbed; however, we have not included recordation of these facilities in our base scope as we anticipate that the EIR will include a mitigation measure that addresses the potential disturbance of these facilities if it were to occur. (Note: we have included an optional task that would include the recordation of these facilities in the event that it is requested.)
- A field survey will be conducted of the 388-acre project area using complete coverage methods. We will field record all cultural resources, any access arrangements will be made by project proponent or their representative.
- We assume the project proponent or their representative will provide a complete project description and project maps for the document. A report will be prepared, detailing the project description, cultural background, results of the records search, results of the field survey effort, evaluation of any resources to the degree possible, conclusions and recommendations. At this time, we do not know how many resources may be present and have included a cost for preparation of site forms for up to six cultural resources. Additional costs may be necessary for the recordation of additional sites and site evaluations.
- Note: We assume any Native American consultation in compliance with SB52 will be conducted by the City, on City letterhead, if any Native American Groups have shown interest. If the City desires, we can send the letters to any Native American Groups. Specific meetings with Native American groups are not anticipated and therefore have not been budgeted for; however, if required we can add additional meetings to the scope.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

GEOLOGY/SOILS/SEISMICITY

The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.
- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards. The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a formal geotechnical report will borings to be prepared, which is not included in this scope.

GREENHOUSE GASES AND CLIMATE CHANGE

De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation

measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations that are provided by the project's engineer under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

LAND USE AND PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

MINERAL RESOURCES

This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented.

NOISE

The team includes j.c. brennan & associates to prepare the noise analysis for this project. Below is the scope of work to be prepared by j.c. brennan & associates

Evaluation of the Background Noise Environment: j.c. brennan & associates, Inc. will conduct continuous hourly noise measurements for a period of 24 hours at 2 locations. In addition, short-term noise level measurements will be conducted at up to 3 locations. The noise level measurements will be conducted to determine the existing noise environment at the project site and at surrounding land uses.

Analysis of Existing and Future Traffic Noise Levels: Based upon traffic data provided by the City's traffic consultant, j.c. brennan & associates, Inc. will utilize the Federal Highway Administration (FHWA RD-77-108) traffic noise prediction model to determine existing and future traffic noise levels due to, and upon the project site. This portion of the analysis will be critical. There are a myriad of noise level criteria for each of the different types of uses. j.c. brennan & associates, Inc. will clearly describe the potential impacts as they apply to each type of use.

Analysis of Proposed Commercial and Sports Park Noise Sources: j.c. brennan & associates, Inc. will evaluate potential noise levels associated with potential stationary noise sources on the project site, and how they may affect adjacent uses. These uses will include the Commercial Uses and the Regional Sports Park. Although specific uses will not be determined and the site designs will not be available, general noise levels and mitigation measures will be identified. We will utilize noise level data collected for similar uses to assess the noise impacts.

Analysis of Construction Noise and Vibration: j.c. brennan & associates, Inc. will conduct an analysis of the noise and vibration associated with the construction phases of the project.

Mitigation Measures: Where required, j.c. brennan & associates, Inc. will provide practical mitigation measures to reduce impacts to less than significant. If residual impacts remain after recommended mitigation measures, we will work with you and the City to discuss the course of action.

Report Preparation: We will prepare a report which meets the requirements of the City of Riverbank and CEQA. The report will detail our analysis, findings and recommended mitigation measures.

POPULATION AND HOUSING

This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan.

PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This will include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and recreation.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with public services and recreation.

TRANSPORTATION AND CIRCULATION

We understand that the City will contract directly with KDA to have a traffic analysis prepared. We will coordinate with KDA, and incorporate the results of their study into an EIR section.

UTILITIES AND SERVICES SYSTEMS

This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water are provided below.

Wastewater: We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

Storm Drain: We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. We will review the proposed system for consistency with the City's Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

Water Supply: The project warrants an SB610 Water Supply Assessment (WSA). SB 610 WSA's must be prepared and approved by the water purveyor, which we understand will be the City of Riverbank. It is therefore, our assumption, that the City of Riverbank will provide the SB 610 WSA for this project. *(Note: If desired by the City, we can add the services to prepare a SB 610 WSA for this project).*

The anticipated that the WSA will be based on the projected water demands for buildout of the Project; the assumed water supplies for the Project; Project information provided by the

City and Developer’s Representatives; the City’s existing and future water supply and demand as documented in the City’s UWMP; other identified supplies if required; and other existing data to the extent that it is available. It will be assumed that all Project water demands will be met through the City’s potable water system. We will utilize the results of the WSA for the EIR analysis.

CUMULATIVE IMPACT SUMMARY

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures for any significant impacts identified. This cumulative analysis will be based on a list of known projects in the region as well as forecasts.

ALTERNATIVES

De Novo will coordinate with City staff to formulate up to four (4) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

OTHER CEQA REQUIREMENTS

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

REPORT PREPARERS AND REFERENCES

This section will provide a list of all persons, agencies, and references used to prepare the EIR.

Deliverables: Five (5) copies of the Admin Draft EIR, with appendices; one (1) electronic copy (with appendices) in PDF and MS Word format.

TASK E – PUBLIC DRAFT EIR AND NOTICE OF COMPLETION

Comments received from City staff regarding the Administrative Draft EIR will be incorporated into the Draft EIR for public circulation. De Novo will generate a “Screen-check” Draft EIR for a final staff review before we produce the document for public review. After the document is finalized we will publish the document and distribute it with the proper notices (Notice of Completion) to the State Clearinghouse, the County Clerk (Notice of Availability), and a newspaper of regional circulation (Notice of Availability). Additional press releases can be accommodated at the request of City staff.

Deliverables: Twenty (20) printed copies of the Draft EIR with appendices, and Twenty (20) electronic copies on CD in PDF and MS Word format.

PHASE 3 OF CONTRACT

TASK F –ADMINISTRATIVE FINAL EIR

Upon completion of the public review period De Novo will coordinate with City staff and prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 20 or fewer comment letters, two to three pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

Deliverables: Five (5) copies of the first administrative Final EIR.

TASK G –FINAL EIR AND MMRP

Comments received from City staff regarding the Administrative Draft Final EIR will be incorporated into the Final EIR for public circulation. De Novo will generate a “Screen-check” Final EIR for a final staff review before we produce the document for public review. After the document is finalized we will product the document and deliver it to the City for distribution.

This task will also include the preparation of a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Deliverables: Twenty (20) printed copies of the Final EIR, which will include the Mitigation Monitoring and Reporting Program.

TASK H – FINDINGS OF FACT/ OVERRIDING CONSIDERATIONS

De Novo will prepare the required CEQA Findings of Fact and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared using Riverbank's format and will be provided to City staff for an administrative review. Comments received from staff regarding the Administrative Findings will be incorporated into a final version of the Findings for use by the City at the public hearings.

Deliverables: One (1) electronic copy of the first administrative findings. One (1) electronic copy of the final findings.

TASK I – ATTENDANCE AT MEETINGS/HEARINGS

De Novo will attend up to two (2) public hearings, which includes a Planning Commission and City Council hearing. Additionally, De Novo will attend one (1) Public Scoping Meeting to be held during the NOP public review period. We will attend up to five (5) additional meetings at the City's discretion.

De Novo will be responsible for preparing any exhibits that may be necessary for display at these meetings, presentations, and responses to public comment. We anticipate that the Project Manager will be required for each meeting. Technical support from other members may be required on occasion and will be accommodated as necessary.

TASK J – NOTICE OF DETERMINATION

Upon certification of the EIR De Novo will prepare a Notice of Determination for filing with the State Clearinghouse. The applicant will be responsible for paying the CDFW filing fees and Clerk fee.

Deliverables: One (1) electronic copy of the NOD.

BUDGET

Task #	Task Description	McMurtry Project Manager \$120	Ritchie Principal \$135	Thompson Principal \$135	Crenshaw Associate \$95	Smith Associate \$95	De Novo Support \$85	Direct Costs	Totals
Contract Phase 1									\$ 9,160.00
A	Project Initiation								
A.1	Refine scope/schedule	1.0							1.0
A.2	Conference Call w/ City re: communication, deliverables	1.0							1.0
A.3	Research and Collect background documents	1.0							1.0
	<i>Subtotal</i>	3.0	0.0	0.0	0.0	0.0	0.0		3.0
	<i>Task A</i>	\$ 360.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360.00
B	Prepare Project Description								
B.1	Prepare Draft Project Description	1.0				8.0	8.0		17.0
B.2	Revise PD per City comments	2.0							2.0
	<i>Subtotal</i>	3.0	0.0	0.0	0.0	8.0	8.0		19.0
	<i>Task B</i>	\$ 360.00	\$ -	\$ -	\$ -	\$ 760.00	\$ 680.00	\$ -	\$ 1,800.00
C	NOP								
C.1	Prepare Admin Draft NOP	2.0				26.0			28.0
C.2	Prepare Final NOP	1.0						\$ 500.00	1.0
C.3	Scoping Meeting	5.0						\$ 150.00	5.0
C.4	Additional Meetings in Riverbank (1)	5.0				5.0		\$ 30.00	10.0
C.5	Project Management/ Coordination/ Administration	9.0	1.0	1.0	2.0	2.0	1.0		16.0
	<i>Subtotal</i>	22.0	1.0	1.0	2.0	33.0	1.0		60.0
	<i>Task C</i>	\$ 2,640.00	\$ 135.00	\$ 135.00	\$ 190.00	\$ 3,135.00	\$ 85.00	\$ 680.00	\$ 7,000.00
Contract Phase 2 (includes Subconsultant Costs listed below)									\$112,548
D	Prepare Administrative Draft EIR								
D.1	Cover/ Table of Contents/Graphics/GIS	3.0							3.0
D.2	Executive Summary/ Introduction	2.0				8.0			10.0
D.3	Project Description (See Task B)	1.0							1.0
D.4	Aesthetics/Visual Resources	1.0	2.0			14.0			17.0
D.5	Agricultural Resources	1.0	2.0			14.0	2.0		19.0
D.6	Air Quality	1.0	2.0		22.0				25.0
D.7	Biological Resources/Wetlands/Permitting	48.0	2.0				4.0		54.0
D.8	Cultural/Paleontological Resources	1.0	2.0			4.0			7.0
D.9	Geology/Soils	1.0	2.0			18.0	2.0		23.0
D.10	Greenhouse Gases and Climate Change	1.0	2.0		22.0				25.0
D.11	Hazards/Hazardous Materials	1.0	2.0			0.0	1.0		4.0
D.12	Hydrology/Water Quality	1.0		2.0		18.0	2.0		23.0
D.13	Land Use and Planning	1.0		2.0	18.0		4.0		25.0
D.14	Mineral Resources	1.0		2.0		8.0			11.0
D.15	Noise	1.0		2.0		4.0			7.0
D.16	Population and Housing	1.0		2.0	14.0				17.0
D.17	Public Services	1.0		2.0	24.0				27.0
D.18	Transportation/ Circulation	1.0		2.0		6.0			9.0
D.19	Utilities and Services Systems	1.0		2.0		24.0			27.0
D.20	Cumulative Impacts	12.0			26.0				38.0
D.21	Alternatives	24.0				24.0			48.0
D.22	Other Mandated CEQA Sections	1.0				32.0			33.0
D.23	Report Preparers and References	1.0							1.0
D.24	Document Preparation/Management	12.0			4.0	4.0	2.0	\$ 500.00	22.0
	<i>Subtotal</i>	119.0	16.0	16.0	130.0	178.0	17.0		476.0
	<i>Task D</i>	\$ 14,280.00	\$ 2,160.00	\$ 2,160.00	\$ 12,350.00	\$ 16,910.00	\$ 1,445.00	\$ 500.00	\$49,805
E	Prepare Public Draft EIR/NOC								
E.1	Document Revisions	24.0			14.0	14.0	2.0		54.0
E.2	Document Preparation/ Management	8.0			1.0	1.0	8.0	\$ 1,200.00	18.0
E.3	Additional Meetings in Riverbank (3)	15.0				15.0		90.0	30.0
E.4	Project Management/ Coordination/ Administration	17.0			4.0	4.0	2.0		27.0
	<i>Subtotal</i>	64.0	0.0	0.0	19.0	34.0	12.0		129.0
	<i>Task E</i>	\$ 7,680.00	\$ -	\$ -	\$ 1,805.00	\$ 3,230.00	\$ 1,020.00	\$ 1,290.00	\$15,025

[illegible]

PROJECT SCHEDULE

This schedule would deliver certified EIR by the end of August 2017. The schedule provides the time necessary to complete admin draft documents, City staff review, statutory review periods, and public hearings.

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Phase 1 of Contract			
Contract Award/Notice to Proceed	--	1-Dec-16	1-Dec-16
Task A – Project Initiation			
Meet w/ City re: communication, deliverables	1	2-Dec-16	2-Dec-16
Collect background documents/Revised SP	1	2-Dec-16	2-Dec-16
Task B – Project Description			
Draft Project Description	5	2-Dec-16	7-Dec-16
Staff Administrative Review	5	7-Dec-16	12-Dec-16
Prepare Revised Project Description	3	12-Dec-16	15-Dec-16
Task C – NOP			
NOP	14	3-Dec-16	17-Dec-16
Staff Administrative Review	5	17-Dec-16	22-Dec-16
Complete Public NOP	3	22-Dec-16	25-Dec-16
Anticipated Holiday Absences	6	22-Dec-16	28-Dec-16
Statutory 30-day Public Review Period	30	28-Dec-16	27-Jan-17
Public Scoping Meeting	1	TBD	TBD
Phase 2 of Contract			
Notice to Proceed	5	27-Jan-17	1-Feb-17
Task D – Admin Draft EIR			
Complete Administrative Draft EIR	60	1-Feb-17	2-Apr-17
Staff Administrative Review	10	2-Apr-17	12-Apr-17
Task E – Public Draft EIR/NOC			
Screen-check Draft EIR	10	12-Apr-17	22-Apr-17
Staff Review	5	22-Apr-17	27-Apr-17
Complete Public Draft EIR	5	27-Apr-17	2-May-17
Statutory 45-day Public Review Period	45	2-May-17	16-Jun-17
Public Hearing	1	TBD	TBD
Phase 3 of Contract			
Notice to Proceed	5	16-Jun-17	21-Jun-17
Task F – Admin Final EIR			
Complete Administrative Final EIR	30	16-Jun-17	16-Jul-17
Staff Administrative Review	14	16-Jul-17	30-Jul-17
Task G – Final EIR and MMRP			
Screen-check Final EIR and MMRP	14	30-Jul-17	13-Aug-17
Complete Final EIR and MMRP	2	13-Aug-17	15-Aug-17
Task H – Findings of Fact/Overriding Considerations			
Complete Admin Findings / Overriding Considerations	7	15-Aug-17	22-Aug-17
Staff Review Findings / Overriding Considerations	7	22-Aug-17	29-Aug-17
Task I – Public Hearings for Draft EIR			
Public Hearing	1	TBD	TBD
Task J – Notice of Determination			
Complete Administrative NOD	1	TBD	TBD
Staff Administrative Review	1	TBD	TBD
File NOD with SCH/County Clerk	1	TBD	TBD

REFERENCES

CITY OF TRACY

Bill Dean, Assistant Planning Director
Scott Claar, Associate Planner
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6400

CITY OF LATHROP

Steve Salvatore, City Manager
Lathrop City Hall
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7220

COLUSA COUNTY

Steve Hackney, Director of Planning and Building
Colusa County Planning and Building Department
220 12th Street
Colusa, CA 95932
(530) 458-0481

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Mr. Ivan Garcia, Programming Manager
Butte County Association of Governments
2580 Sierra Sunrise Terrace, Suite 100
Chico, CA 95928
(530) 879-2468



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo is committed to practices that demonstrate sustainability and stewardship. Our company provides a working environment that enables our team members to make contributions to improving the environment in which we live.

1020 SUNCAST LANE, SUITE 106 | EL DORADO HILLS, CA 95762
info@denovoplanning.com | TEL 916-580-9818

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: December 13, 2016

Subject: A **Resolution** Approving the Reimbursement Agreement with McRoy-Wilbur Communities for Funding of the Acquisition of Well Site #11, 6612 Central Ave at the south east corner of Sante Fe and Central Ave – APN 062-020-17 and authorizing the City Manager to retain the services of Interwest Consulting Group for Right of Way Agent Services, including Appraisal of the Property

From: Marisela Garcia, Interim City Manager/Director of Finance

Submitted By: John B. Anderson, Planning Consultant

RECOMMENDATION

It is recommended that the City Council consider the adoption of a Resolution approving the Reimbursement Agreement with McRoy-Wilbur Communities to fund the purchase of Well Site #11 and authorize the City Manager to execute a consulting contract with Interwest Consulting Group for right of way agent services associated with the acquisition of well site.

STRATEGIC PLAN GOAL & OBJECTIVE:

“Achieve and Maintain Financial Stability and Sustainability”

SUMMARY:

On May 8, 2006, the City of Riverbank, working with the Bruinville Developers (East Riverbank Area), negotiated an agreement to fund the testing and development of Well Site #11 as a condition of development of real property located on the East side of Riverbank. The estimated cost of the new water well was \$1.1 million dollars. Initial deposits by the developers totaled approximately \$200,000 and allowed the City to contract for preliminary well tests and well design efforts. The site chosen for Well #11 was once a part of a mapping effort promoted by Florsheim Homes and occupied six (6) tentative mapped lots of about 4,000 square feet each. The land used to satisfy the well site obligation was owned by Mr. Daniel Vidal. On March 2, 2007 the City of Riverbank received authorization to access Mr. Vidal’s property to perform the necessary test well work and design. The “Access Agreement” is attached this staff report as Attachment

A. This work was completed in 2007. Unfortunately, the City of Riverbank had no choice but to contribute an additional \$90,000 towards the test well effort because the development interest, and availability of developer dollars, faded along with the economy. The test well was completed and the new water source has been identified as a reliable future source of water for Eastern Riverbank.

During this same time frame the City was working with Pacific West developers to deliver the Riverbank Apartments at the south western corner of Claus and Patterson Roads. Pacific West had a similar obligation to deliver a new water well which resulted in the development of Well site #12, which currently serves the area. Florsheim Homes no longer has an option on Mr. Vidal's property and the site has not been transferred to the City of Riverbank.

To be consistent, all of the Bruinville Developers have been burdened with the obligation to acquire Well Site #11 as a development obligation. The City will assume the obligation to develop the well site when the time is appropriate. In the meantime, the City of Riverbank needs to take ownership of the future well site to protect the investment made on the project and to be able to continue to promote urban development on the East side.

At the request of Cary Pope, who represents builder Mark Wilbur, City staff contacted Mr. John Almazan of Interwest Consulting Group for his right of way agent services. On April 22, 2015 Mr. Almazan presented a proposal for his firm's services to the City in the amount of \$16,665 shown as Attachment B. Mr. Almazan's proposal does not include the cost of the land and would be paid by the developers interested in developing their property as agreed to in their conditions of approval. The City of Riverbank has not engaged the services of Mr. Almazan's at this time due to the lack of developer funds.

Both City staff and Mr. Wilbur have been in contact with Mr. Vidal and his real estate agent about the future purchase of the subject property. In those discussions it appears Mr. Vidal is interested in selling three (3) acres of his four (4) acre property so that he may retain his house on one (1) acre. City staff has explained to both Mr. Vidal and his agent that the City of Riverbank is only interested in the future well site land of about 25,000 square feet. This is of course in keeping with the area defined in the 2007 access agreement. Attachment C defines the water well site currently proposed by City Staff.

City Staff, as instructed, contacted all Bruinville Developers who have an obligation with Well Site #11 and asked if they would be willing to financially participate in the well site purchase. Mr. Mark Wilbur of McRoy-Wilbur Communities stepped forward to assume the financial obligation associated with the well site acquisition as an off-set against his water impact fees associated with the Diamond Bar West subdivision currently under construction. Over the past month City Staff has been working on a reimbursement agreement for Mr. Wilbur to memorialize this commitment. Exhibit A to Attachment D (Draft City Council Resolution) is a negotiated Reimbursement Agreement executed by Mr. Mark Wilbur of McRoy-Wilbur Communities to memorialize the financial obligations associated with the funding of well site #11 acquisition. Mr. Wilbur is aware of the

regional water supply concerns with the Bruinville developments and has willingly executed this agreement to satisfy his map condition.

STEPS TO COMPLETE THE PROPERTY PURCHASE

The steps and process to purchase Well Site #11 would consist of:

- Developer to deposit the balance of the funds necessary to hire Interwest Consulting Group for their right of way services including land appraisals as well as to compensate the City for Staffing services associated with the processing of this request.
- City Council to authorize the contracting of services by Interwest.
- Interwest to deliver their value determination and report on possible acquisition.
- Developer to deposit funds necessary to pay fair market value for the property in question as well as any anticipated legal expenses.
- If negotiations stall, the City Council may take possible action to acquire the subject property through the use of eminent domain powers include the filing and noticing of a “Resolution of Necessity” (RON) complete with CEQA findings.
- If necessary, Legal Counsel proceeds with Eminent Domain proceedings as required by law.

FINANCIAL IMPACT OF PROPERTY PURCHASE

The full fiscal impacts of completing the property purchase cannot be fully determined at this time. The developers currently working in the Bruinville Area are under obligation to fully fund the purchase of Well Site #11 as discussed above through the enforcement of their conditions of approval.

ATTACHMENTS

Attachment A – Access Agreement with Daniel Vidal of March 2, 2007

Attachment B – Proposal from Interwest Consulting Group dated April 22, 2015

Attachment C – Proposed Well Site Plan

Attachment D – Draft City Council Resolution

ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this 2 day of March, 2006⁷, by and between DANIEL VIDAL (hereinafter referred to as "Owner"), and The City of Riverbank (hereinafter referred to as "City") and it's employees, consultants and contractors.

WITNESSETH:

WHEREAS, Owner is the owner of certain tract(s) of real estate situated in the City of Riverbank, Stanislaus County, as more particularly described as parcel number 062-20-17 at (address) 6612 Central Ave. Riverbank, Ca 95367 (408-595-8907) (hereinafter, the "Real Estate"); and

WHEREAS, City is constructing a well in the area; and

WHEREAS, City requires access, both temporary and permanent to the Real Estate as shown on Exhibit A to build a test well and a well;

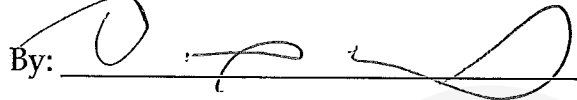
NOW, THEREFORE, in consideration of the covenants contained herein and the sum of one dollar (\$1.00) in hand paid to Owner by City, the parties agree as follows;

1. Owner hereby grants to City, its assigns, the right to enter upon the Real Estate for the purposes of constructing a test well and a well. City will abandon the test well per City and/or Stanislaus County requirements should the test results deem the site unsuitable for a well.
2. City and City's agents and employees are granted the right of ingress and egress upon and across the Real Estate for the purpose of performing the above activities; provided, however, that City shall indemnify Owner from liability resulting from such ingress and egress and the activities performed by City, except for liability caused by Owner's own intentional act, negligence, or recklessness. During access, we would request that the dogs be placed in the garage, if possible.
3. City further agrees, at its expense, to restore the Real Estate to a similar condition to that which existed prior to its occupancy with respect to any change in condition due to City's described activities and, further, agrees to indemnify the Owner against any damage to the Real Estate which results from City's activities and not from Owner's intentional acts, negligence, or recklessness. Conditions will be restored so that Owner is not restricted in use. The storage of materials over the constructed well sites will not be allowed.

4. Should Owner contemplate selling or otherwise transferring ownership of the Real Estate to a third party during the term hereof, such transfer shall be subject hereto and Owner shall notify City of its intent to so transfer the Real Estate at least thirty (30) days prior to consummation of any such proposed transfer.
5. This Agreement may not be altered, modified, or amended, except by an instrument in writing signed by the party sought to be bound.
6. This Agreement has been entered into and shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Access Agreement has been entered into as of the day and year first above written.

XXXXXXXXXXXXXXXXXXXX CO., INC.

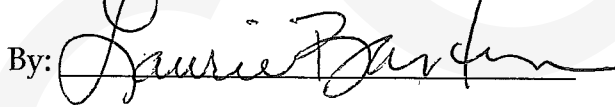
By: 

Name: Daniel Vidal

Title: Owner

Date: March 2 - 2007

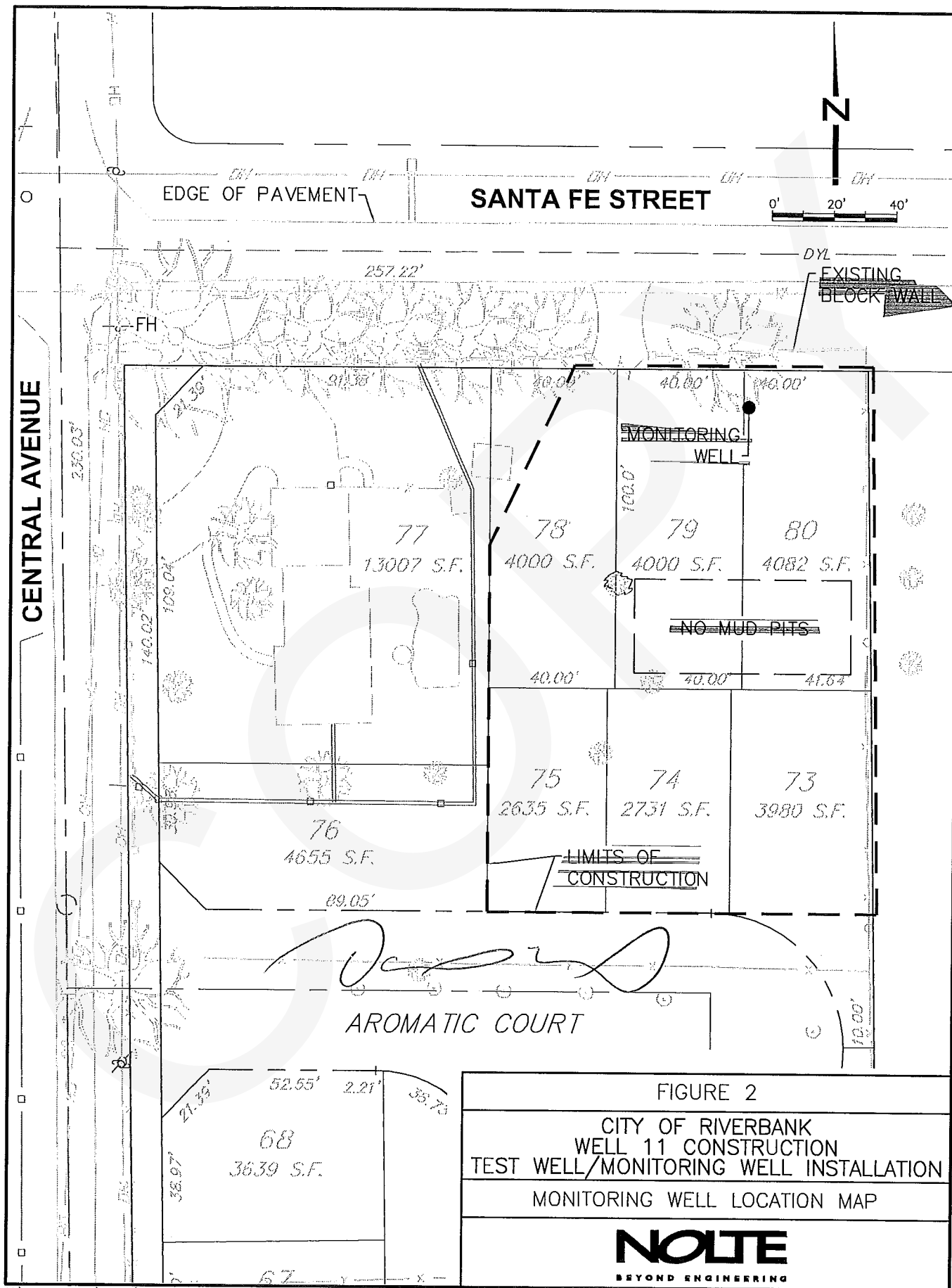
City of Riverbank

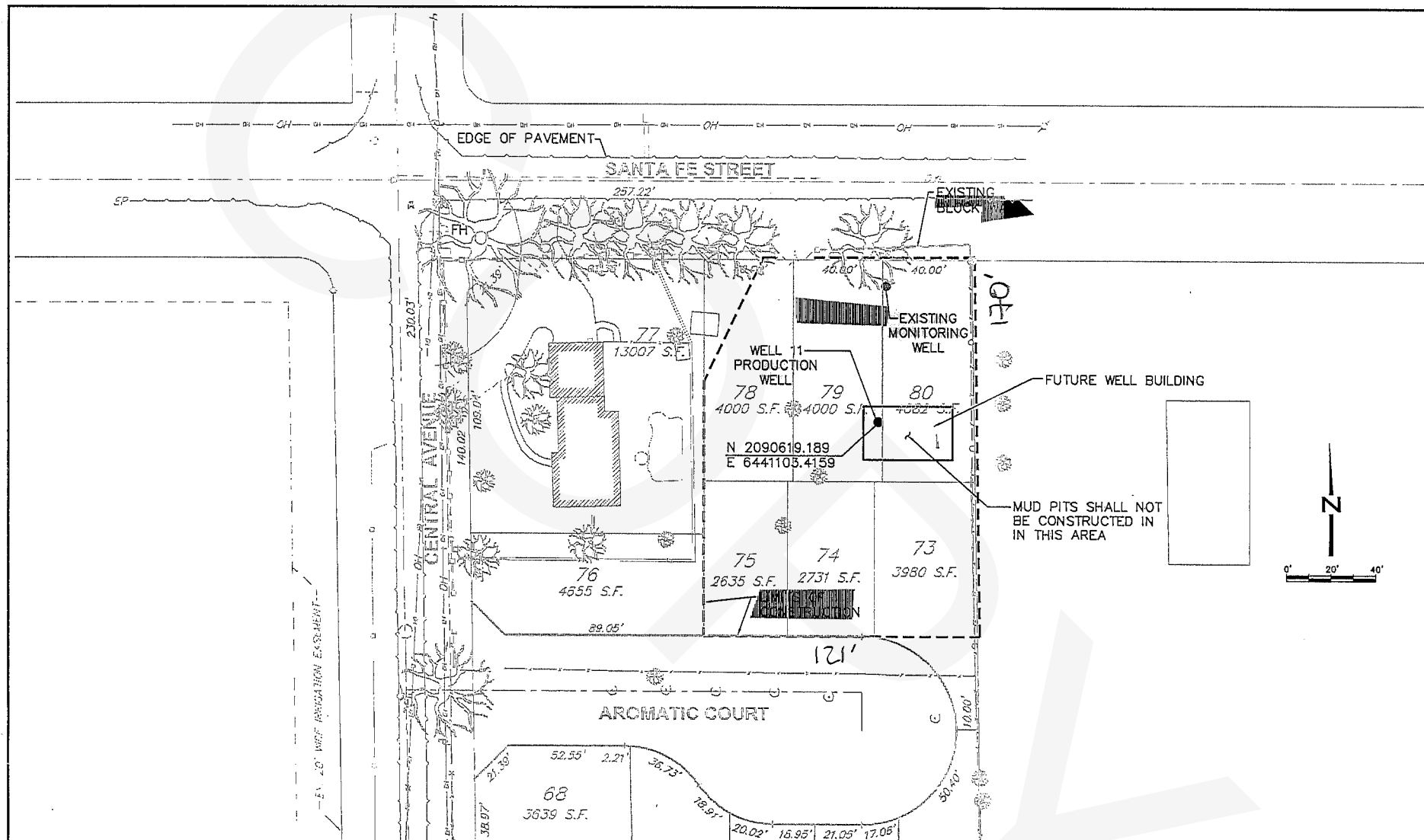
By: 

Name: Laurie Barton

Title: Public Works Director/City Engineer

Date: 3-1-07





DATE: 04/06/2007	THW: JCS/AB	NO.	BY	DATE	REVISION
SERVIC: SANITARY SERVICE	3430				
PATH: N. SANITARY SERVICE					
DRAWING NAME: WELL 11 DRILL LOG					
PLATTING VER: NONE					
DESIGNER: JCS/AB	PROJ. NO. 133				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					
NEW WEST CENTER STREET, SUITE 201 RIVERBANK, CA 95367 TEL: 925.442.2200 FAX: 925.442.2200 WWW.NOLTE.COM		CITY OF RIVERBANK WELL 11 CONSTRUCTION DRILLING, DEVELOPMENT, & TESTING		SHEET NUMBER 2 OF 3 SHEETS	
PRODUCTION WELL SITE PLAN		PREPARED FOR: CITY OF RIVERBANK		DATE SUBMITTED: 04/06/2007	
SCALE VERTICAL: 1" = 4' 0" HORIZONTAL: 1" = 4' 0"		JOB NUMBER 840184218			

April 22, 2015



John B. Anderson
City of Riverbank
6707 Third Street
Riverbank, Ca 95367

RE: Right of Way Acquisition Services for Well Site #11 Project
APN 062-020-017, Vidal

Dear John,

Thank you for providing the opportunity for Interwest Consulting Group to submit a proposal to the City of Riverbank for Right of Way Acquisition Services. Attached please find a proposed Scope of Work and Cost Estimate in addition to information highlighting our approach and qualifications.

As you know, Interwest serves public agency clients in a variety of ways, including staff augmentation, program or project management role, or as a project delivery team member. Our real estate staff specializes in project management and right of way services for large and small public infrastructure projects, including numerous transportation projects, utility, pipeline, and flood control projects. Our staff has intimate knowledge of public sector requirements and possesses the sensitivity to effectively work with a broad range of stakeholders and operates in conformance with all state and federal laws including the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and within the applicable guidelines of the Caltrans Right of Way Manual and the Caltrans Local Assistance Procedures Manual.

Interwest provides right of way services throughout the Sacramento region, Northern California, the Bay Area and Southern California. We also coordinate the services of subcontractors for appraisal, appraisal review and relocation services, as well as provide oversight. For purposes of this proposal, Interwest has assembled a highly experienced and professional team, which includes Seevers Jordan Ziegenmeyer for Appraisal Services. We are confident we can assist the City of Riverbank with the proposed acquisition to enable the City to construct the planned municipal water well.

I look forward to discussing this with you further. If you have any questions, please contact me at (916) 378-4695 or via email at jalmazan@interwestgrp.com.

Sincerely,

John Almazán

Sr. Real Property Agent
Interwest Consulting Group

Section 1

Scope of Work

APPROACH

Interwest Consulting Group (Interwest) will provide the City of Riverbank (City) with right-of-way acquisition services for the Well Site #11 Construction Project (Project). The Project requires acquisition of one Fee parcel to facilitate construction. The property affected by construction of the Project is identified as:

OWNER	APN	AREA OF FEE
Vidal	062-20-17	20,570 Square Feet

This scope of work and cost estimate includes acquisition of one Fee parcel located on the eastern portion of the above-referenced property for purposes of constructing a well approximately 121 feet wide and 170 feet deep. Interwest will utilize the methodology discussed below to successfully deliver Real Estate Services to the City of Riverbank.

Under the direction of the Project Manager, Interwest will provide professional Right-of-Way Services including:

- ❖ Task 1 | Project Management
- ❖ Task 2 | Appraisal Services
- ❖ Task 3 | Acquisition/Negotiation
- ❖ Task 4 | Title & Escrow Coordination

Each task below demonstrates, sequentially, the activities that Interwest will undertake to complete the work, as well as the team member proposed for each specific task.

TASK 1 | PROJECT MANAGEMENT

Our team is committed to managing the real property acquisition program throughout the life of the assigned Project. We will work closely with City staff and the City's engineering consultant to perform the required right-of-way services. The assigned Project Manager will routinely provide City staff and the City's engineering consultant with regular ongoing progress reports.

Interwest will offer **John Almazán** to serve as the point of contact for Project Management services for the City. As Project Manager, John will:

- ✓ Establish work processes with the City to manage and coordinate right-of-way activities.
- ✓ Ensure the Project Schedule provided by the City is adhered to by the team.
- ✓ Provide ongoing project updates to the City's Project Manager.
- ✓ Implement and comply with Uniform Act guidelines.
- ✓ Maintain accurate records; monitor work plan and work flow.
- ✓ Maintain a current right-of-way parcel diary.
- ✓ Communicate and coordinate with City's engineers, planners, attorneys, other agency staff and consultants.
- ✓ Assist City staff in the preparation of the Purchase Agreement based upon a pro-forma provided and approved by the City.

- ✓ Assist with preparing transmittals and memoranda required to request warrants and approval.
- ✓ Review base project maps for a full understanding of the project and design.
- ✓ Complete and provide City with monthly invoices.

TASK 2 | APPRAISAL SERVICES

Our firm has partnered with **Seevers Jordan Ziegenmeyer** for appraisal services. This appraisal firm employs contemporary valuation methods set in the framework of California Eminent Domain law, Caltrans Right-of-Way Appraisal Standards, the Uniform Act of 1970 as amended, and the standards established in the Uniform Standards of Professional Appraisal Practice (USPAP) to arrive at estimates of just compensation.

The appraisal report will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation. The scope of work and the steps involved in the appraisal process are as follows:

- ✓ Meetings with City staff and/or assigned contractor, to ascertain essential acquisition and construction elements of the overall project, and to discuss the effects of the project on the individual properties to be appraised.
- ✓ Inspection of the property under appraisal, affording the owner, or his/her representative, the opportunity to accompany the appraiser during the inspection.
- ✓ Meetings with the assigned review appraisal authority early in the appraisal process in order to coordinate desired valuation methodologies and to identify potential appraisal problems relating to eminent domain considerations.
- ✓ Gathering and analyzing data concerning the real estate market area with particular attention paid to the market sectors in which the subject properties are classified.
- ✓ Gathering factual information concerning the subject properties through the examination of public records, aerial photos, flood maps, planning department records and from interviews with persons knowledgeable of the sites and neighborhood.
- ✓ Discussions with representatives of appropriate government agencies as to the properties' land use potential including zoning, community plan, general plan, flood hazard zones, availability of utilities, etc.
- ✓ A review of easements and restrictions listed in the preliminary title reports provided and measuring the effect of these easements on property utility and value.
- ✓ Market research for sales and listings of comparable properties, and confirmation with directly involved parties.
- ✓ Analysis of the data gathered and reconciliation into a conclusion of the market value of the properties in the before situation.
- ✓ Preparation of an "Appraisal Summary Statement" for each property under appraisal as per California eminent domain requirement.
- ✓ Provide City with a signed certification of the appraiser, including the effective date of the valuation.

TASK 3 | ACQUISITION/NEGOTIATION

The negotiation for the purchase of the required property right will commence once the appraisal process is complete. We will assign **John Almazán** to perform acquisition services on behalf of the City. Acquisition services include all contact with the property owner for the purpose of negotiating the purchase price of the real property. Services to be provided include:

- ✓ Meet with impacted property owner to explain the Project in general and the public land acquisition process.
- ✓ Prepare the offer letter based upon the value as determined by the appraiser and approved as "just compensation" by the City.
- ✓ Prepare the Acquisition Agreement and conveyance documents.
- ✓ Prepare Summary Statement Relating to the Purchase of Real Property or Interest therein.
- ✓ Meet with property owner to discuss the project in general, review plat maps and legal descriptions and make the official first written offer.
- ✓ Explain the offer, make follow-up contacts, and secure the necessary documentation upon acceptance of the offer for closing escrow and securing title insurance.
- ✓ Respond to inquiries made by the property owner, verbally and in writing.
- ✓ Maintain owner contact log and parcel diary with all pertinent information and contracts concerning the parcel.
- ✓ Maintain parcel file of original documentation related to the purchase of real property.
- ✓ Prepare and submit monthly updates on the acquisition status to the Project Manager.
- ✓ Continuation of personal negotiations with property owner until an agreement or an impasse is reached.
- ✓ Transmit signed Purchase Agreement to the City promptly for acceptance and processing.

TASK 4 | TITLE & ESCROW COORDINATION

We will also work with the title company to coordinate and facilitate the title and escrow process. Our team will thoroughly review preliminary title information including title exceptions and encumbrances affecting the property. The closing process will involve coordinating the following activities with the title and escrow company:

- ✓ Preparing warrant request.
- ✓ Notary verification.
- ✓ Verifying the payment of all real property taxes and other assessments owed on the property.
- ✓ Obtaining signatures of all property owners of record on the conveyance documents. Disbursement of sale proceeds to the property owner and other parties of interest.
- ✓ Ensure final title policies contain only exceptions that the City is willing to accept.
- ✓ Submit a completed property acquisition report for the property, including the transfer of all pertinent related documents to the City.

Section
2

Cost Proposal

Interwest Consulting Group's Billing Rates and Classifications for our real estate staff are provided below. A cost estimate to provide Right-of-Way Services for the Well Site #11 Construction Project is included on the following page.

**INTERWEST CONSULTING GROUP
REAL ESTATE SERVICES
2015 BILLING RATES AND CLASSIFICATIONS**

Project Manager	\$135.00/Hr
Senior Real Property Agent	\$125.00/Hr
Senior Administrative	\$65.00/Hr

The hourly rates include all overhead, travel and supplies.

[illegible]

Section
3

Appendix

Resume and license for our staff are provided in this section:

<i>John Almazán</i>	<i>Project Manager</i>
	<i>Sr. Real Property Agent</i>

<i>Kevin Ziegenmeyer</i>	<i>Appraiser</i>
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**INTERWEST
CONSULTING
GROUP**

EXPERTISE

Public Land Acquisitions and Relocation
Advisory Services
Municipal Real Estate

EDUCATION

California State University
Sacramento, California
B.S. Business Administration;
Concentration in Real Estate and Land
Use Affairs
1988

**REGISTRATIONS
CERTIFICATIONS**

Real Estate Brokers License
State of California | 01104860

AFFILIATIONS

International Right of Way Association
Chapter 27

John F. Almazán

Project Manager

John has been in the public sector of the real estate field for nearly 25 years, primarily working on highway and road projects. He has a wide range of experience in managing, coordinating and processing real property and relocation transactions, ensuring that all federal, state and local laws are met. John is skilled at managing right of way activities for road improvement projects; soliciting, hiring and administering contracts for real estate professionals; directing the work efforts of consultants; initiating eminent domain actions; residential and business relocation advisory services; title and escrow coordination; reviewing construction plans, appraisal reports, and design reports; and developing project schedules, charts and budgets.

John held many different positions with Caltrans in the Right-of-Way Department, both at the Headquarters and District levels. He was Appraisals Chief, Utility Chief, RW Coordinator, and Local Programs Coordinator.

PROJECT EXPERIENCE

Kings Beach Commercial Core Improvements, County of Placer

John was the Project Right of Way Agent in charge of acquiring the land necessary to construct the proposed project. The County will construct two roundabouts with curb gutter and sidewalk. This project involved Caltrans oversight and required 14 commercial partial acquisitions and one residential full acquisition. John negotiated to obtain property rights from private owners, the State Departments of General Services, Parks and Recreation, and Boating and Waterways. In addition, approximately 81 Permission to Enter and Construct agreements were required from property owners for the construction of curbs, gutters and sidewalks.

Oakdale Road/Morrill Road Intersection Project, City of Riverbank

John served as Project Manager and Senior Real Property Agent and managed the appraisal, negotiation and acquisition for three partial acquisitions from residential property private property owners. The acquisitions were necessary to widen the intersection and install a new traffic signal to improve the operation at the intersection of Oakdale Road and Morrill Road in Riverbank. This project involved Caltrans Stockton District No. 10 oversight.

Avenue 416 / Road 80 Intersection Project, County of Tulare

John negotiated and acquired 15 acquisitions for this project: 7 residential full acquisitions and 8 commercial partial acquisitions. The County will improve the intersection by constructing designated right-turn lanes. Close coordination with Caltrans was necessary to certify this project as well as meeting a very aggressive construction schedule.

SR 99 / Twin Cities Road Interchange Improvements Project, City of Galt

John provided real estate acquisition services to the City of Galt. John negotiated and acquired seven acquisitions for this project: six residential and commercial partial acquisitions and one Permission to Enter and Construct. The City will construct two roundabouts on each side of State Route 99 along Twin Cities Road. Close coordination with Caltrans was necessary to certify this project. John also assisted in the preparation of the right-of-way certification for Caltrans.



State of California

Bureau of Real Estate

Real Estate Broker License

John Flores Almazan Jr

MAIN OFFICE ADDRESS

9300 WEST STOCKTON BLVD SUITE 105
ELK GROVE, CA 95758

Real Estate Commissioner

Identification Number: 01104860

Issued: March 11, 2015

Expires: March 10, 2019



Seevers
Jordan
Ziegenmeyer

Real Estate Appraisal & Consultation

Northern California/Nevada
3825 Atherton Road, Suite 500
Rocklin, California 95765

P: (916) 435-3883 F: (916) 435-4774

Kevin K. Ziegenmeyer, Partner

Introduction

Mr. Ziegenmeyer is a partner with Seevers Jordan Ziegenmeyer, a real estate appraisal firm that engages in a wide variety of real estate valuation and consultation assignments. In 1989, Mr. Ziegenmeyer began his career in real estate as a controller for a commercial and residential real estate development corporation. In 1991 he began appraising and continued to be involved in appraisal assignments covering a wide variety of properties, including office, retail, industrial, income residential and subdivisions throughout the Central Valley area of California, Northern Nevada, and within the Sacramento Metropolitan Area. Mr. Ziegenmeyer has developed the expertise and background necessary to deal with complex assignments covering a wide range of property types. Over the past several years, Mr. Ziegenmeyer has been handling many of the firm's master-planned property appraisals.

Professional Affiliations

Associate Member (General) - Appraisal Institute

Certified General Real Estate Appraiser - State of California (No. AG013567)

Education

Academic:

Bachelor of Science in Accounting, Azusa Pacific University, California

Appraisal and Real Estate Courses:

Standards of Professional Practice, Parts A, B & C

Basic Valuation Procedures

Real Estate Appraisal Principles

Capitalization Theory and Techniques, Part A

Advanced Income Capitalization

Report Writing and Valuation Analysis

Advanced Applications

IRS Valuation Summit I & II

2008, 2009, 2010 & 2011 Economic Forecast

Business Practices and Ethics

Contemporary Appraisal Issues with Small Business Administration Financing

General Demonstration Appraisal Report Writing Seminar

7-Hour National USPAP Update Course

Valuation of Easements and Other Partial Interests

2009 Summer Conference

Uniform Appraisal Standards for Federal Land Acquisitions

2008 Economic Update

Valuation of Conservation Easements

Subdivision Valuation

(continued on next page.....)



Seevers
Jordan
Ziegenmeyer

Real Estate Appraisal & Consultation

Northern California/Nevada
3825 Atherton Road, Suite 500
Rocklin, California 95765

P: (916) 435-3883 F: (916) 435-4774

(.....continued from previous page)

2005 Annual Fall Conference
General Comprehensive Exam Module I, II, III & IV
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
2004 Central CA Market Update
Computer-Enhanced Cash Flow Modeling
Forecast 2000, 2001, 2002, 2003 & 2004
Land Valuation Assignments
Land Valuation Adjustment Procedures
Highest & Best Use and Market Analysis
Entitlements, Land Subdivision & Valuation
Real Estate Value Cycles
El Dorado Hills Housing Symposium
Federal Land Exchanges
M & S Computer Cost-Estimating, Nonresidential

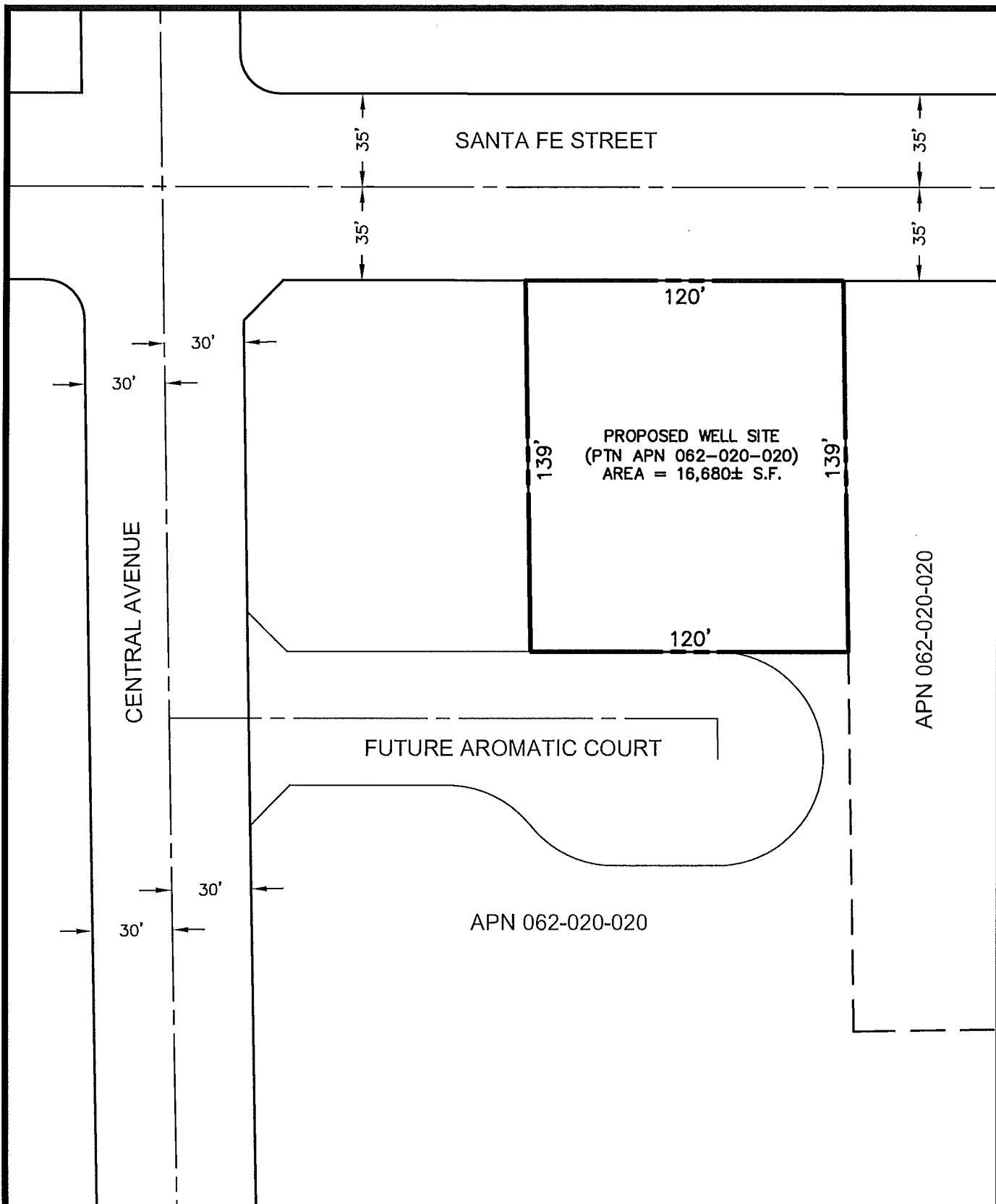
Appraisal Experience

General-purpose:

Offices
Retail
Industrial
Apartments
Subdivisions
Land

Special-purpose:

Athletic Clubs
Churches
Educational Facilities
Restaurants
Assisted-living Facilities
Auto Sales and Service
Lodging Facilities



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SCALE: 1" = 50'
DRAWN: KSC
CHECKED: KSC
JOB NO.: 13231
SHEET: 1 OF 1

PROPOSED
WELL SITE
RIVERBANK, CALIFORNIA

**CITY OF RIVERBANK
RESOLUTION NO. 2016-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIVERBANK, CALIFORNIA, APPROVING THE
REIMBURSEMENT AGREEMENT WITH MCROY-WILBUR
COMMUNITIES FOR FUNDING OF THE ACQUISITION OF
WELL SITE # 11**

WHEREAS, May 8, 2006 the Bruinville Developers negotiated an agreement to fund the testing and development of Well Site #11; and

WHEREAS, It has been determined that the test well results are positive for a new water source supply on the east side of Riverbank; and

WHEREAS, The Bruinville developers have the obligation to secure an additional water source supply to support East Riverbank development and the land upon which the preliminary well engineered has been performed is not owned or controlled by the City of Riverbank; and

WHEREAS, Adequate notice was given to the Bruinville developers of this obligation and one developer stepped forward, McRoy-Wilbur Communities to satisfy the funding for this capital project; and

WHEREAS, A Reimbursement Agreement (Exhibit A) has been negotiated with McRoy-Wilbur Communities for funding towards the acquisition of Well Site #11.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RIVERBANK HEREBY:

APPROVES THE REIMBURSEMENT AGREEMENT WITH MCROY-WILBUR COMMUNITIES, ATTACHED HERETO AS EXHIBIT A

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the ____ th day of December ____, 2016; motioned by Councilmember ____, seconded by Councilmember ____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A: Reimbursement Agreement with McRoy-Wilbur Communities

REIMBURSEMENT AGREEMENT FOR WATER WELL #11 SITE ACQUISITION RELATED TO THE DIAMOND BAR WEST PROJECT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made this ____ day of _____ 2016 ("Effective Date"), by and between the City of Riverbank, a California municipal corporation ("City") and McRoy-Wilbur Communities, Inc., a California corporation ("Developer"). City and Developer may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. Developer has a legal or equitable interest to approximately 11.34 acres of property, as shown on Tentative Subdivision Map No. 01-2014 (the "Property"), which the City Council approved on April 14, 2015, along with conditions of approval, design guidelines, a general plan amendment, zoning ordinance amendment, and initial study and mitigated negative declaration.

B. Developer proposes to develop 58 single-family residences in the Diamond Bar West subdivision (the "Project"), pursuant to the above Project approvals.

C. Planning Commission Resolution 2015-008, part of the Project approvals, and the subdivision map require the acquisition and dedication of water well site #11 to the City. As of the Effective Date, City has incurred costs totaling approximately \$290,000 to facilitate the development of well site #11.

D. This Agreement sets forth Developer's obligations in connection with the acquisition and dedication of well site #11, and any necessary easements to service the Project area, to the City (the "Well Site Acquisition").

E. This Agreement sets forth City's obligations to reimburse Developer for the Well Site Acquisition through the City's System Development Fee ("SDF") program. **Exhibit A**, attached and incorporated hereto, describes the SDF credits allowed to Developer in connection with the Well Site Acquisition.

NOW, THEREFORE, in exchange of the mutual promises and other valuable consideration contained herein, City and Developer agree as follows:

AGREEMENT

Section 1. Project Scope. Developer agrees to pay all costs related to the Well Site Acquisition, as set forth in Section 3, below. Developer's obligations under this Agreement shall terminate once well site #11 is dedicated to, and accepted by City. City's obligations under this Agreement shall terminate once all SDF credits have been disbursed in accordance with Sections 2 and 3, below.

Section 2. Reimbursement. City shall credit Developer for the Well Site Acquisition by awarding SDF credits through the City's SDF Water Fee, upon the issuance of building permits for the Project, as follows:

2.1. *SDF Water Credits.* Prior to the issuance of each building permit for the Project, City shall allocate the cash Deposit described in Section 4 below as a credit to the Developer from the calculated SDF Water fee for each building permit (the "SDF Water Credits"). Such deductions shall be considered a dollar for dollar credit against the SDF Water fee, which may be modified by the City Council from time to time. The total SDF Water Credits shall not exceed the total amount deposited by Developer pursuant to Section 4 of this Agreement. SDF Water Credits may only be transferred to future buyers of finished lots within the Project. City will only acknowledge fee credit transfers to subsequent owners based on written request from the Developer which must be acknowledged by City staff. In addition, the total amount of SDF Water Credits shall not exceed the Maximum Project SDF Credit shown in Exhibit A.

2.3 *Limited Obligation.* City makes no warranty, express or implied, that SDF Water Credits will be sufficient to reimburse the costs of the Well Site Acquisition. In no event shall City be required to reimburse Developer directly from the City's general fund for the costs of the Well Site Acquisition. Developer further acknowledges that any deficiency by the City in reimbursing the Developer for costs of the Well Site Acquisition shall in no way diminish Developer's obligations with respect to any conditions related to any Project entitlement unless expressly agreed to in writing by the City.

2.4. *No SDF Payments to Third Parties.* City will not use SDF Water Credits to reimburse any third party. The Parties represent that no general contractor, subcontractors, or any other parties are named as third-party beneficiaries to this Agreement.

2.5. *Conditions for Payment.* City shall allow SDF Water Credits to Developer provided that (a) Developer is not in default of any obligation under this Agreement; and (b) Developer is not in default of any monetary obligation to City, including but not limited to the payment of plan check and inspection fees, ad valorem property taxes and special assessments.

Section 3. Well Site Acquisition Costs. Developer agrees to reimburse the City for costs incurred in connection with the Well Site Acquisition ("Acquisition Costs"). Such Acquisition Costs include, but are not limited to, the following:

3.1. *Well Site Acquisition Costs.* Acquisition costs of real property and any necessary easements for well site #11 are currently anticipated to be \$50,000.

3.2. *Right-of-Way Agent.* Services to be provided by the City-selected right-of-way agent are currently anticipated to be \$16,665.

3.3. *Administrative Overhead.* All actual costs directly incurred by the City, such as special consultant, city engineer and legal counsel costs in the administration of this Agreement and ultimately conveyance of the well site to the City are estimated to be ten percent (10%) of the real property acquisition and right-of-way agent costs, and are therefore currently estimated at \$6,660.

3.4. *Condemnation.* Condemnation proceedings may be required if any well site owner is unwilling to convey the well site for its appraised fair market value. If such proceedings arise, City shall prepare a budget of anticipated legal expenses and require the Developer to deposit sufficient funds to cover legal, court and expert witness charges associated with the condemnation settlement or award costs, and all related engineering and other consultant costs related to those proceedings, up to the amount listed as the Total Reimbursement under Exhibit A.

City agrees to keep Developer informed of the total Acquisition Costs to be paid by Developer pursuant to this Agreement. Upon request, City shall provide an accounting of all costs incurred in connection with the Well Site Acquisition that are chargeable to Developer.

Section 4. Deposit. Upon execution of this Agreement, Developer shall post a First Deposit with the City in the sum of \$23,265.00 ("Deposit"), as security for Developer's obligation to pay the Acquisition Costs, as set forth in Section 3 above. Once the appraisal of land has been performed and a value for the well site #11 has been determined the Developer will be required to post a Second Deposit with the City to cover the cost of the Well Site Land. If the total Acquisition Costs exceeds the First and Second Deposit amounts, City shall notify Developer to provide additional funds to complete the Well Site Acquisition process. In no event shall Developer's total Deposit payments exceed the Maximum SDF Credit amount shown in Exhibit A (\$407,392).

Section 5. Termination. This Agreement may be terminated only upon written agreement, signed by both Parties, notwithstanding the automatic termination provisions in Section 1, above.

Section 6. Limited City Obligation. The obligations arising from this Agreement are neither a debt of City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the SDF Fees Credits to be issued after the Well Site Acquisition is complete and City has accepted such dedication. The City's General Fund shall in no event be used to pay any obligations arising from this Agreement. The credit or taxing power of City is not pledged for the payment of any obligation arising from this Agreement.

Section 7. Indemnity. [Omitted]

Section 8. Notice. Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to

that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

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

And to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

Developer: McRoy-Wilbur Communities, Inc.
2909 Coffee Road, Suite 12-A
Modesto, CA 95355
Attn: Mark Wilbur, President

With a copy to:

Either Party may give notice hereunder to designate a different address to which subsequent notices, payments or instruments shall be delivered.

Section 9. General Provisions.

9.1. *Term.* The term of this Agreement shall start on the Effective Date and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

9.2. *Default.* In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, and such default or breach is not cured by Developer within 30 calendar days (or such longer period as may be necessary) of written notice from City specifying such default, City shall have the option to seek all legal and equitable remedies in connection with this Agreement and the performance thereof.

9.3. *Captions.* Captions to each Section of this Agreement are for convenience purposes only, and are not part of this Agreement.

9.4. *Severability.* If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

9.5. *Governing Law; Venue.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Stanislaus, State of California.

9.6. *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the reimbursement of SDF Water fee credits for Developer's advance deposits to City to acquire well site #11. This Agreement does not supersede any Subdivision Improvement Agreement entered into between Developer and City.

9.7. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties.

9.8. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

9.9. *Interpretation.* Each Party acknowledges it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

9.10. *Attorneys' Fees.* In the event one of the Parties commences litigation for specific performance or damages for the breach of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and court costs incurred.

9.11. *Authority.* Both Parties warrant and represent that they have the power and authority to enter into this Agreement and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

[Signatures continue on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.

CITY:

City of Riverbank, a California Municipal Corporation

By: _____

Name: _____

Title: City Manager

DEVELOPER:

McRoy-Wilbur Communities, Inc., a California corporation

By: Mark Wilbur

Name: MARK WILBUR

Title: President

Attest:

By: _____
Annabelle Aguilar, City Clerk

Approved as to form:

By: _____
Tom Hallinan, City Attorney

EXHIBIT A

SDF Fee Reimbursements

The following SDF credits shall be reimbursed to Developer upon the issuance of each building permit, with the maximum reimbursement subject to the total deposits made under this Agreement pursuant to Section 4, or the Total SDF Reimbursement, as shown below:

Category	SDF Fee Credit (per SFR Unit)	Maximum Project SDF Credit
WATER Acquisition of Well Site #11 plus legal, engineering and planning expenses.	Credit: currently \$7,024 per SFR unit	Maximum Project SDF Credit applicable to the Property (58 units): \$407,392

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	December 13, 2016
Subject:	A Resolution Adopting the Declaration of Covenants, Conditions and Restrictions related to Public Artwork
From:	Marisela H. Garcia, Interim City Manager/Director of Finance
Submitted by:	John B. Anderson, Consulting Planner

RECOMMENDATION

It is recommended that the City Council consider the adoption of the proposed Resolution approving the attached Draft Declaration of Covenants, Conditions and Restrictions ("CC&R's"), to be utilized for future construction of Public Art on private property.

SUMMARY

This item has been placed on the agenda for reconsideration at the request of Mayor O'Brien.

CC&R's are rules governing the use of real property. In common usage they refer to a promise or agreement concerning the use of the land. Whenever land is purchased the purchaser take the land subject to the recorded CC&R's to abide by certain restrictions with the use of the land.

For the preservation and protection of public art on private property (current or to be constructed), CC&R's can be used in a binding agreement between the property owner and the City of Riverbank to protect public art from being removed or modified over time without City Council approval. In many cases, this is a voluntary agreement between the City and an owner of property on which public art is located.

The proposed Resolution includes Draft CC&R's, which will be modified on a case by case basis to suit the particular needs in future agreements between property owners and the City regarding public art.

ANALYSIS

To construct public art, a property owner or developer (the “Declarant” in the CC&R’s) first must obtain approval of its proposed artist and artwork from the City Council. As a condition of this approval, the City requires a property owner or developer, and its successors and assigns, to be responsible for any repair and maintenance of the public art to be completed in accordance with a maintenance plan approved by the City. As a further condition to the artwork construction, the artwork installed on a property shall be replaced, in the event of theft, or repair, in the event of damage, and that artwork shall be insured for the full replacement value.

The purpose of CC&R’s are to preserve public art in perpetuity. In other words, the conditions set forth in the CC&R’s are bound to the property and, if the CC&R’s are recorded, the obligations are transferred if the property is sold, mortgaged, encumbered, leased, conveyed and occupied.

As discussed above, the attached CC&R’s are in **draft** form and will be modified on a case by case basis and agreed upon by the property owner and the City Attorney. The attached Draft CC&R’s presented in the body of this report were borrowed from the City of Downey and were modified for the City of Riverbank as base language for protecting public art in perpetuity.

It is important to note that the City does not have a property owner that wishes to enter into this agreement at this time.

Staff recognizes that the Draft CC&R’s will involve a number of issues that will need to be negotiated between the City Attorney and property owner prior to being finalized and signed. For example:

- The Draft CC&R’s require Public Artwork be insured by the property owner in a public liability policy in amount of one million dollars (\$1,000,000), or as otherwise determined in writing by the City Manager. This provision may be revised if the particular artwork to be insured does not require this coverage limit.
- The Draft CC&R’s require the property owner to replace the public art in the event of theft or repaired in the event of damage. Larger pieces of artwork may necessitate a replacement or maintenance bond, or other form of financial security, to ensure that this provision is enforceable.
- The Draft CC&R requires the property owner to indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities arising out of the artwork.

The City of Downey’s CC&R presented is the only CC&R’s that Staff could find for protecting public art. We looked to surrounding jurisdictions for direction and none utilize a tool to protect public art in perpetuity. For example, the City of Modesto has made a significant investment in Public Art, specifically in the Downtown Core area. Through discussions with Josh Bridegroom, the City of Modesto Downtown Program Manager, they lack a tool or agreement that protects their investment in public art.

LOCAL EXAMPLES OF PUBLIC ART

Riverbank

- Plaza Del Rio Mural depicts a train going over a bridge and kids from Jacob Myers Park are waving.
- Fire Fighters Mural located on the corner of Topeka Street and Third Street depicts fire fighters rescuing a cat.

Modesto

- Abstract Sculpture by Arnaldo Pomodoro is located at the Standiford Center. This contemporary sculpture is an outstanding use of metal tubes and nature's light rays.
- American Graffiti by Betty Saletta is located at J Street and Needham Avenue and is a life-size sculpture depicting a teenage boy and girl conversing on the front fender of a classic car from the American Graffiti film's early 1960's era.

ENVIRONMENTAL DETERMINATION

The proposed Resolution and CC&R is not a project within the meaning of Section 15378 of the State California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in a direct or indirect physical change in the environment. Therefore, no CEQA analysis of this project is required.

FISCAL IMPACT

There is no financial impact to the City associated with the adoption of this Resolution.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three years. The proposed CC&R is not part of these goals.

ATTACHMENTS

1. Resolution
2. Exhibit A: Draft Declaration of Covenants, Conditions, and Restrictions

CITY OF RIVERBANK

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ADOPTING A DRAFT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATED TO PUBLIC ART

WHEREAS, Declaration of Covenants, Conditions and Restrictions (CC&R's) establish binding obligations that can be used to preserve and protect new or existing public artwork in the event the property is sold, leased or transferred; and

WHEREAS, Draft CC&R's have been prepared to require that, for any new construction which proposes the installation of public art, the installation, modification or removal of such public art must be approved by the City Council; and

WHEREAS, The Draft CC&R's establish binding obligations for the current and future owners of property on which the public art may be located. The language in the CC&R's shall be agreed upon between the property owner and the City Attorney and may be modified to suit such agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVERBANK AS FOLLOWS:

1. That, based on the findings set forth in this Resolution, the evidence in the City Staff Report, and such other evidence as received at the Public Hearing on this matter before the City Council hereby adopts the Draft Public Art CC&R's, as depicted in Exhibit A attached hereto; and
2. That the City Council recognizes the importance of protecting public art within the City of Riverbank and that new construction of public art on private property will be preserved and protected by the attached Draft CC&R's.
3. That the City Council recognizes that the Draft CC&R's will be modified to suit the needs of the City and the property owner in which public art may be installed or located in the future.
4. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word

thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of December, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments:

Exhibit A – Public Art Draft CC&R

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

[Insert Property Owner/Developer
Contact Info]

***DRAFT* DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION of covenants, conditions and restrictions ("Declaration") is made as of this ____ day of _____, ____ by _____, hereafter referred to as ("Declarant")

***DRAFT* Recitals**

A. Declarant is the owner of _____, in the City of Riverbank, County of Stanislaus, State of California as per plat recorded in Book ____, Page(s) ____ of _____ in the office of the Stanislaus County Recorder.

B. The term "Lot" means _____, singularly as specified; and the term "Lots" or "Property" means _____, collectively.

C. In order to construct public artwork ("Artwork"), and prior to issuance of a certificate of occupancy for any commercial development, Declarant will obtain approval of its proposed artist and artwork from the City Council of the City of Riverbank, California, a general law city ("City");

D. As a condition to the Artwork construction, the City requires that Declarant, its successor and/or assigns, shall maintain the Artwork in a safe, neat and orderly manner acceptable to the City, and that any repair and maintenance shall be the responsibility of the Declarant and completed in accordance with a maintenance plan approved by the City;

E. As a further condition to the Artwork construction, the Artwork installed on a project shall remain the property of the Declarant and shall be replaced in the event of theft or repaired in the event of damage; and that artwork shall be insured for the full replacement value; and that Artwork may not be removed without prior approval from the City Council; and that, if removal is granted, an in-lieu contribution equal to the value of the artwork shall be made to the City, to be used for only Artwork projects.

F. The covenants, conditions, restrictions created herein are equitable servitudes which shall run with the land and be binding upon the Declarant, successors-in-interest, and/or assigns to

_____. The Declarant also intends by Declaration to create certain rights and obligations in accordance with Section 1468 of the California Civil Code.

NOW, THEREFORE, Declarant hereby declares said _____ [is/are] now held, and shall hereafter be held, transferred, sold, mortgaged, encumbered, leased, conveyed and occupied subject to the Conditions set forth, each and all of which is and are for and shall inure to the benefit of and pass with the _____ and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof and their agents, customers, invitees, licensees, tenants, occupants and employees within the city easement.

1. Obligation to Repair. The obligation to maintain, repair, and replace the Artwork on _____ provided for herein shall pass with the title to _____. Every conveyance of an interest in any _____ shall be deemed to have been made with reference to this Declaration.

2. Duties of Declarant. Declarant, its heirs, assignees, successors and each respective owner of _____ shall:

(a) Maintain the Artwork in a safe, neat and orderly manner acceptable to the City, and that any repair and maintenance shall be the responsibility of the Declarant and completed in accordance with a maintenance plan approved by the City;

(b) The Artwork installed on a project shall remain the property of the Declarant and shall be replaced in the event of theft or repaired in the event of damage;

(c) Insure the Artwork for its full replacement value;

(d) Artwork may not be removed without the prior approval from the City Council. If removal is granted, an in-lieu fee contribution equal to the value of the artwork shall be made to the City;

(e) Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities arising out of the artwork.

(f) Maintain in the City Clerk's office a certificate of public liability insurance naming the City as an additional insured including coverage and liability limits in the amount specified in writing by the City Manager.

3. Obligation to Provide Notice. Declarant, its heirs, assignees, successors and each respective owner of _____ must provide the City, via the City Council, with written notice and a copy of the Artwork plans, including artist selection, before any Artwork is constructed on the property. Such written notice shall be given within thirty (30) days prior to the commencement of any anticipated construction of the Artwork.

4. Breach. In the event of breach or threatened breach of this Declaration, only the City or the record owner of _____ shall be entitled to institute proceedings for full and adequate relief

from the consequences of said breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees and costs, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgement.

5. Additional Documents. To further implement this Declaration, Declarant shall execute and deliver such deeds and other instruments as may be necessary to proper to establish or confirm the Covenants described in this Declaration and the provisions hereof.

6. Attorney's Fees. The prevailing party in any action to enforce or interpret the terms of this Declaration, or any portion thereof, shall be entitled to an award of reasonable attorney's fees and legal costs incurred in such action, in addition to all other remedies to which such party may be entitled.

7. Waiver. The waiver of, or failure to enforce, any breach or violation of any provisions of this easement shall not be deemed to be waiver of the right to enforce any subsequent breach or violation of that provision or any other provision of this Declaration.

8. Severability. Invalidation of any one of the provisions of this Declaration, or any part or parts thereof, shall not affect any of the other provisions of this Declaration or any part or parts thereof, which shall remain in full force and effect to the greatest extent possible.

9. Amendments. This Declaration may be amended or modified at any time by recording in the official Records of the County where the property described herein is situated, an instrument in writing recited such amendment or modification, and bearing the acknowledged signatures of the Declarant, or, which respect to any of the Lots which have been transferred by Declarant, the acknowledged signatures of the Declarant's successors and assigns, and the signature of the authorized representative of the City.

The City's prior written approval shall be recorded concurrently with any termination of this Declaration and/or any amendment that redefines or changes the description and/or boundaries of the Easement Areas as described in this Declaration. Any such amendment or termination recorded without the City's written approval shall be null and void.

10. Interpretation. The laws of the State of California shall govern the interpretation, validity, performance and/or enforcement of this Declaration.

11. Venue. The venue for any and all disputes arising out of the interpretation, validity, performance and/or enforcement of this Declaration shall be the Superior Court for the County of Stanislaus or the United States District Court for the Eastern District of California.

12. Captions. The captions used herein at the beginning of paragraphs are for convenience only, and shall not be used to interpret nor substitute for the text of this Declaration.

13. Duration. Unless otherwise cancelled and terminated, this Declaration and all of the easements, rights and obligations hereof shall continue in perpetuity.

14. Mortgagees. Nothing herein shall impose any liability or obligation upon the holder of any mortgage or deed of trust now or hereafter encumbering any one of the Lots, or any part thereof, which was made in good faith and for value, provided, however, the provisions hereof shall apply to and be binding upon any such holder who acquires ownership of any such property whether by foreclosure or deed in lieu of foreclosure. No breach or violation of any provision hereof shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter encumbering any one of the Lots, or any part thereof, which was made in good faith and for value.

15. Effective upon Recordation. This Declaration shall only be effective upon its recordation in the official Records of Stanislaus County.

16. Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. Constructive Notice. Every person who now or hereafter owns or acquires rights, title, or any interest in or to any portion of any one of the Lots shall be conclusively deemed to have consented and agreed to the terms of this Declaration, whether or not reference to this Declaration is contained in the instrument by which such person acquired such right, title or interest.

IN WITNESS WHEREOF, Declarant has executed this declaration as of the date first written above.

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me _____, a Notary Public, personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	December 13, 2016
Subject:	Riverbank Cheese & Wine Festival Three-Year Evaluation
From:	Marisela Garcia, Interim City Manager/Director of Finance
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council provide direction to staff on the future of the Riverbank Cheese & Wine Festival.

INTRODUCTION

The City of Riverbank Parks and Recreation Director will present a three-year evaluation of the Riverbank Cheese & Wine Festival. Options and recommendation for the future of the Festival will be explored with the City Council.

BACKGROUND

The Riverbank Cheese & Wine Festival has been held in Riverbank for the past 40 years. The Festival was administered by the Riverbank Chamber of Commerce for many years until it was sold to the Riverbank Rotary Club. The Rotary Club administered the Festival for 8 years and in 2014 made the decision that they were unable to continue the event.

The Festival was to be discontinued unless the City agreed to administer the event. After much discussion, the City Council, with the support of the community, voted to keep the Festival alive and purchase the rights from the Riverbank Rotary Club. Direction was given to the Parks and Recreation Department to contract out the coordination of the Festival. Through a Request for Proposals process, Chris Ricci Presents, Inc. ultimately was awarded the bid and has worked closely with the City Parks and Recreation staff for the past three years.

In 2014, the event was moved to the downtown corridor. Overall, the event was successful but the Wine Tasting venue was not large enough, and the logistics did not go as well as planned. In 2015, the Wine tasting venue was moved to the Masonic Lodge, a decision that proved to be successful. This past year was the Festival's 40th

year anniversary. The community seemed to enjoy the event. The challenge has been to bring new ideas to the Festival to keep it fresh and to bring in more craft vendors. The wine tasting was well attended.

FUTURE OPTIONS FOR THE CHEESE & WINE FESTIVAL

The City of Riverbank Parks and Recreation Department is requesting direction on how to proceed with the Festival. Three options that could be considered are as follows:

- 1) Continue the Festival for two more years and re-evaluate. It is recommended that the City would take over the vendor component and lower the cost for craft vendors.
- 2) Discontinue the Festival and try something new as an annual event.
- 3) Sell or transfer the event ownership and discontinue the City's administration of the event.

FINANCIAL IMPACT:

The Rotary has been paid \$9,000 of the \$15,000 required to purchase the rights of the Festival. At \$3,000 per year, the Festival rights will be paid in full by 2018.

The Balance to Date in the Cheese & Wine account is \$9,255. No General Fund money has been used for the event.

The Director of Parks and Recreation spends the most time on the event with minimal time spent by the Parks Supervisor, the Administrative clerk and part time staff. Finance and Public Work staff time are kept to a minimum.

ATTACHMENTS:

None

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.6

SECTION 6: NEW BUSINESS

Meeting Date:	December 13, 2016
Subject:	Annual Nomination and Appointment of the Vice Mayor
From:	Marisela H. Garcia, Interim City Manager/Finance Director
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

Through the nomination by the Mayor and favorable motion to approve by the majority vote of the City Council, the designation of Vice Mayor is appointed to the approved nominated Councilmember.

The appointed Vice Mayor shall serve a one-year term effective January 1, 2017.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.