



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

REVISED AGENDA

TUESDAY, JANUARY 10, 2017 – 6:00 P.M.

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

- CALL TO ORDER:** Mayor/Chair Richard D. O'Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O'Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Leanne Jones Cruz
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell

CHANGES TO THE AGENDA 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.
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1. PRESENTATIONS

Item 1.1: Administer the Oath of Office to Elected Councilmember District 2, Cindy Fosi.

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 requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

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

Item 3.B: Approval of the December 13, 2016, Special City Council Minutes.

Item 3.B-1: Approval of the December 13, 2016, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution** Authorizing the City Manager to Execute a Master Agreement Administering Agency-State Agreement for Federal-Aid Projects between the City of Riverbank and the California Department of Transportation (Caltrans).

LRA Item 3.D: Authorize the Executive Director of the Local Redevelopment Authority to Purchase Roofing and Siding Materials from Metal Sales Manufacturing Corporation as a Result of a Public Procurement.

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

4. UNFINISHED BUSINESS

Item 4.1: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2017-001 of the City Council of the City of Riverbank, California, to Amend Chapter 31: City Officials, of Title III: Administration, of the City of Riverbank Code of Ordinances** – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-001 and consider its adoption by roll call vote.

5. PUBLIC HEARINGS

The public hearing notice for Item 5.1 was published in the Riverbank News on 12/28/16.

Item 5.1: **First Reading and Introduction by Title Only of an Ordinance Amending Title XV: Land Usage; Chapter 150: Building Regulations; Section 150.01 through 150.16: Adoption of Standard Codes; and Adopting by Reference the 2016 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code; and Amending**

Title XV: Land Usage; Chapter 157: Water Efficient Landscape and Irrigation; Section 157.01: Purpose and Intent – 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 24, 2017, to consider its adoption.

6. NEW BUSINESS

- Item 6.1:** **Consideration of City Council Appointments to Intergovernmental Boards and Committees and City Council/LRA Appointments to Internal City Committees for the Year 2017** – It is recommended that the City Council / Local Redevelopment Authority Board:
- 1) review the appointment lists; and
 - 2) volunteer or nominate a member of the City Council/LRA to serve as the representative; and
 - 3) by roll call vote, ratify the appointments for the year 2017.

7 COMMENTS/REPORTS

A brief report on attendance of a meeting or conference or other notable topics of business shall be made. The Brown Act does not allow for discussion or action by the City Council.

Item 7.1: Staff

Item 7.2: Council/Authority Member

Item 7.3: Mayor/Chair

ADJOURNMENT (The next regular City Council meeting – Tuesday, Jan. 24 at 6:00 pm)

AFFIDAVIT OF POSTING

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

Posted this 6th day of January, 2017

/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	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

ADDED ITEM

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATION

Meeting Date: January 10, 2017

Subject: Administer the Oath of Office to Elected Councilmember District 2, Cindy Fosi

From: Sean Scully, City Manager

Submitted by: Annabelle Aguilar, CMC, City Clerk/Elections Official

RECOMMENDATION

It is recommended that the Mayor administer the Oath of Office to Cindy Fosi, elected in the November 8, 2016, General Municipal Election as Councilmember District 2 of the City of Riverbank.

SUMMARY

At a Special City Council meeting on December 13, 2016, Resolution No. 2016-093 was presented to the City Council reciting the facts and other matters of the City of Riverbank's November 8, 2016, consolidated General Municipal Election.

The November 2016 election was the first year for the City to begin establishing Riverbank's "by-district" electoral system for the election of its four Councilmember seats. There are four (4) Councilmember boundary districts pursuant to Riverbank Municipal Code, Ordinance No. 2015-019. The Mayor's office continues to be elected at-large (citywide).

The final Statement of the Vote of the November 8th election confirmed that the highest number of votes cast to fill the seat of Councilmember District 2, were cast for Cindy Fosi. Ms. Fosi was unavailable on the evening of December 13th; therefore Mayor Richard D. O'Brien will do the honors of administering the Oath of Office to Ms. Fosi during this evening's City Council meeting.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 10, 2017
Subject:	Waiver of Readings
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 10, 2017
Subject:	Approval of the December 13, 2016, Special City Council Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the December 13, 2016, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. December 13, 2016, Special City Council Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
MINUTES OF
TUESDAY, DECEMBER 13, 2016**

CALL TO ORDER:

The City Council of the City of Riverbank met at 5:30 p.m. on this date at the Riverbank City Hall Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor O'Brien presiding.

FLAG SALUTE: Mayor Richard D. O'Brien

ROLL CALL: Mayor Richard D. O'Brien
Present: Vice Mayor Jeanine Tucker
Councilmember Darlene Barber-Martinez
Councilmember Cal Campbell
Councilmember Leanne Jones Cruz

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

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are 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. For record purposes, please state your name and City of residence. When speaking, please address the entire City Council.

No one spoke.

2. CONSENT CALENDAR

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

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

ACTION: *By motion moved and seconded (Jones Cruz / Tucker /passed 5-0) to approve Item 2.A as presented. Motion carried by unanimous City Council roll call vote.*
AYES: Barber-Martinez, Campbell, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / **ABSENT:** None / **ABSTAINED:** None

3. BUSINESS

Item 3.1: Adopt Resolution No. 2016-093 of the City Council of the City of Riverbank, California, Reciting the Fact of the Consolidated General Municipal Election Held on November 8, 2016, and Declaring the Results and Such Other Matters as Provided by Law; and

Conduct the Administration of the Oath of Office to the Mayor, to Councilmember District 2, and to Councilmember District 4 – It is recommended that City Council:

- 1) Adopt the proposed resolution for the purpose of declaring elected the person for whom the highest number of votes were cast for the office of Councilmember District 2; to serve a four-year term that expires November 2020; and

ACTION: *By motion moved and seconded (Tucker / Jones Cruz /passed 5-0) to approve Resolution No. 2016-093 as presented declaring the election results that indicate Cindy Fosi received the highest number of votes and therefore is elected Councilmember District 2, and such other matters as provided by law. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 2) Administer the Oath of Office to the newly appointed and elected Members of the City Council.

City Clerk Annabelle Aguilar announced that Councilmember Fosi was unable to attend the meeting and therefore would have the Oath administered upon availability.

Item 3.2: Seating of the Newly Appointed and Elected Members of the City Council.

- A. Administer the Oath of Office and present Mayor Richard D. O'Brien with a Certificate of Nomination and Appointment to serve a four-year term of office as if he had been elected, expiring November 2020.

City Clerk Aguilar administered the Oath of Office and presented the Certificate of Nomination and Appointment, as if elected, to Incumbent Richard D. O'Brien, Mayor of the City of Riverbank.

- B. Administer the Oath of Office and present Councilmember District 2 Cindy Fosi with a Certificate of Election to serve a four-year term, expiring November 2020; and present Councilmember District 4, Darlene Barber-Martinez with a Certificate of Nomination and Appointment to serve a four-year term as if she had been elected, expiring November 2020.

City Clerk Aguilar administered the Oath of Office and presented the Certificate of Nomination and Appointment, as if elected, to Incumbent Darlene Barber-Martinez, Councilmember District 4 of the City of Riverbank.

C. Newly elected Councilmembers to take their seats at the dais.

Members of the City Council took their seats at the dais.

D. Comments: Any Member of the City Council wishing to make a comment may do so at this time.

Former Councilmember Jeanine Tucker thanked her fellow Council Members and exited the Chamber.

ROLL CALL OF THE NEW RIVERBANK CITY COUNCIL

Mayor Richard D. O'Brien
Councilmember District 2 Cindy Fosi
Councilmember District 4 Darlene Barber-Martinez
Councilmember (At-Large) Cal Campbell
Councilmember (At-Large) Leanne Jones Cruz

The roll call was conducted; Councilmember District 2 Cindy Fosi was absent.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meetings at 5:42 p.m.

ATTEST: (Adopted 01/10/2017)

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B-1**

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 10, 2017
Subject:	Approval of the December 13, 2016, City Council and Local Redevelopment Authority Minutes
From:	Sean Scully, 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 December 13, 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. December 13, 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, DECEMBER 13, 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: None conducted

ROLL CALL: Mayor/Chair Richard D. O'Brien
Present Council/Authority Member (District 2) Cindy Fosi
Council/Authority Member (District 4) Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *no changes to the agenda.*

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.

Interim City Manager Marisela Garcia announced she would be recusing herself from Item 5.1.

1. PRESENTATIONS There were 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.

Scott McRitchie, Riverbank, spoke in regards to utility billing.

Saint Frances of Rome, Father Misael Avila spoke in regards to the recent election results and Riverbank becoming a sanctuary city and Caltrans traffic analysis to consider a crosswalk on 108.

Interim City Manager Marisela Garcia responded to Mr. McRitchie's comments.

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.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 4-0) to approve Consent Calendar Items 3.A, through 3.C as presented; Motion carried by unanimous City Council and LRA Board roll call vote.*

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

NAYS: None / ABSENT: Fosi / ABSTAINED: None

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 [No. 2017-001] 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.

Interim City Manager Garcia exited the chambers at 6:10 p.m. City Attorney Tom Hallinan presented the staff report.

Mayor O'Brien opened the public hearing at 6:29 p.m.; no spoke the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Jones Cruz / passed 4-0) to approve the First Reading and Introduction by Title Only of Ordinance No. [2017-001] Motion carried by unanimous City Council roll call vote.*
AYES: Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien
NAYS: None / ABSENT: Fosi / ABSTAINED: None

Interim City Manager Garcia returned to the dais at 6:13p.m.

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.

LRA Administrative Analyst, Melissa Holdaway presented the budget report.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 4-0) to accept the budget report as presented. Motion carried by unanimous LRA Board roll call vote.*
AYES: Barber-Martinez, Campbell, Jones Cruz, and Chair O'Brien
NAYS: None / ABSENT: Fosi / ABSTAINED: None

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.

John Anderson, Planning Consultant of John B. Anderson Planning, presented the staff report.

City Attorney Hallinan recommended wording in the contract be revised to state under the Indemnification section so that it reads “indemnify, defend, and hold harmless”.

City Council and Consultant discussed the item.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 4-0) to 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. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: Fosi / ABSTAINED: None

Item 6.3: **A Resolution [No. 2016-094] 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 Santa 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.

John Anderson, Planning Consultant of John B. Anderson Planning, presented the staff report.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 4-0) to adopt Resolution No. 2016-094 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 Santa 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. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: Fosi / ABSTAINED: None

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.

John Anderson, Planning Consultant of John B. Anderson Planning, presented the staff report.

City Council and Consultant discussed the item.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 4-0) to table the item for future discussion. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: Fosi / ABSTAINED: None

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.

Director of Parks and Recreation Sue Fitzpatrick presented the staff report. Chief Erin Kiely spoke in support of the events public safety improvement.

City Council and Staff discussed the item.

Public Comment: Mr. Scott McRitchie commented on if the City would have the connections to draw people to the event if the City were to take it over, and the problem with advertisement.

ACTION: *City Council directed to proceed with option 1: Continue the Festival for two more years and re-evaluate it again, and City staff will take over planning and preparation of the vendor component of the event.*

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.

Mayor O'Brien nominated Councilmember Jones Cruz to serve as the Vice Mayor for the year 2017.

ACTION: *By motion moved and seconded (O'Brien / Campbell / passed 4-0) to approve the nomination of Councilmember Jones Cruz to serve as Vice Mayor for the Year 2017. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: Fosi / ABSTAINED: None

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

- *Interim City Manager/Director of Finance Marisela Garcia announced the closure of City offices for the holiday, and thanked everyone for their support.*
- *Planning and Building Manager Donna Kenney reported on work that will be occurring between Home Depot and residential homes due to Redwoods along Squire Wells Way that have been reported dead or declining.*

Item 7.2: Council/Authority Member Comments

- *Council/Authority Member Campbell thanked staff and Council for a great year.*
- *Council/Authority Member Barber-Martinez announced several events occurring and thanked the staff and Council Members for a great year.*
- *Council/Authority Member Jones Cruz congratulated newly seated Council Members, and thanked them for their vote to serve as Vice Mayor, and thanked staff for great work throughout the past year.*

Item 7.3: Mayor/Chair Comments

- *Mayor/Chair O'Brien thanked the Council Members for their efforts for the last 3-4 years; thanked the City staff for their work; thanked the residents for their confidence and contributions; and commented on the many projects to look forward to next year.*

8. CLOSED SESSION

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

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEM AND OPENED THE ITEM FOR COMMENT; NO ONE SPOKE, THE CITY COUNCIL RECESSED INTO CLOSED SESSION AT 7:27 P.M.

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

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 7:48 P.M.

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

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

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:49 p.m.

ATTEST: (Adopted 01/10/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

DRAFT

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 10, 2017
Subject:	A Resolution Authorizing the City Manager to Execute a Master Agreement Administering Agency-State Agreement for Federal-Aid Projects between the City of Riverbank and the California Department of Transportation (Caltrans)
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to Execute a Master Agreement Administering Agency-State Agreement for Federal-Aid Projects between the City of Riverbank and the Department of Transportation (Master Agreement).

SUMMARY:

The State of California is involved with the distribution of federal funds for transportation purposes. These transportation programs include Congestion Mitigation and Air Quality Improvement Program (CMAQ), Regional Surface Transportation (RSTP), Active Transportation Program (ATP), the Highway Safety Improvement Program (HSIP), and the Highway Bridge Program (HBP) amongst others.

The Department of Transportation (Caltrans) administers both Federal and State transportation grant programs. Before federal funds will be made available for a project, the City and the State are required to enter into agreements to establish terms and conditions applicable to the City for a designated project and for the subsequent operation and maintenance of that completed project.

A prerequisite for invoicing the State for these funds requires the execution of funding and other agreements with Caltrans, including Master Agreements and Program Supplement Agreements. A Master Agreement between the City of Riverbank and the Department of Transportation was previously signed on December 12th, 2006. This agreement is reviewed by Caltrans and revised every 10 years, which requires a new Resolution authorizing the City Manager to execute the document.

This is a blanket Master Agreement, which allows the City to continue to use federal-aid funds available for use on transportation related projects.

FISCAL IMPACT:

No fiscal impact to the City of Riverbank.

ATTACHMENTS:

1. Resolution
2. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL—AID PROJECTS
BETWEEN THE CITY OF RIVERBANK AND THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS)**

WHEREAS, the City of Riverbank authorizes the City Manager to enter into a Master Agreement between the City of Riverbank and the State of California, acting by and through its Department of Transportation (Caltrans); and

WHEREAS, the City of Riverbank can enter into project specific agreements when using federal-aid funds for transportation related projects through the Department of Transportation; and

WHEREAS, the transportation programs available under this funding, but are not limited to, Congestion Mitigation and Air Quality Improvement Program (CMAQ), Regional Surface Transportation Program (RSTP), Active Transportation Program (ATP), Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP); and

WHEREAS, before federal funds will be made available for a project, the City and the State are required to enter into agreements to establish terms and conditions applicable to the City for a designated project and for the subsequent operation and maintenance of that completed project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank authorizes the City Manager to execute all documents required to receive Federal Aid for transportation related projects.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of January, 2017; motioned by Councilmember ___, seconded by Councilmember ___, and upon roll call was carried by the following City Council vote of 5-0:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

10 City of Riverbank

District Administering Agency

Agreement No. 10-5255F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Riverbank, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

PROPOSED

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

PROPOSED

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Riverbank

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Riverbank
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:
- Appendix C;
- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and
- Appendix D;
- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.
8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:
- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.
9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 10, 2017
Subject:	Authorize the Executive Director of the Local Redevelopment Authority to Purchase Roofing and Siding Materials from Metal Sales Manufacturing Corporation as a Result of a Public Procurement
From:	Sean Scully, City Manager
Submitted by:	Debbie Olson, Executive Director

RECOMMENDATION

It is recommended that the Local Redevelopment Authority Board authorize the Executive Director of the Local Redevelopment Authority ("LRA") to finalize and purchase roofing and siding materials from Metal Sales Manufacturing Corporation pursuant to a Request for Bid ("RFB") released on December 5, 2016, and with the bid opening on Wednesday, December 21, 2016.

BACKGROUND

An environmental services cooperative agreement (ESCA) was executed with the Army on April 29, 2016, for the remediation and removal of contamination on real property at the former Riverbank Army Ammunition Plant. Part of the remediation work will require the removal of roofing and siding on several buildings. It is the responsibility of the LRA to replace the roofing and siding after removal. Several tenants operate businesses within the buildings slated to have siding and roofing removed, therefore the replacement is imperative for ongoing economic development.

The LRA released a Request for Bid ("RFB") on November 15, 2016 for siding and roofing replacement materials only. Only one qualified response was received by the date of the bid opening. After consideration, it was decided to modify and re-release the RFB.

The modified RFB for siding and roofing materials was released on December 5, 2016. The following steps were taken to ensure a wider distribution and generate additional responses.

1. RFP was publically posted and copies made readily available at the City and LRA Offices.
2. RFP was posted on City and LRA websites.
3. Staff researched metal siding manufacturers on the Internet and developed a targeted list to which the RFB should be forwarded for response
4. Targeted calls were made to manufacturers, roofers and suppliers of metal siding to ensure the RFB was received and answer any questions about the project.
5. Two site walk-throughs were scheduled; email invitations were forwarded to all prospects from previous research or inquiry

Four (4) submissions were received by the bid opening. The following companies submitted bids:

- Kays International, Inc.
- Metal Roofing and Wall Systems
- Metal Sales Manufacturing Corporation
- Vernon Construction & Roofing, Inc.

Two submissions were found incomplete as to costing requirements. The final two submissions were compared and the lowest qualified bidder was selected as a result of the comparison.

The lowest responsive bidder in response to the RFB is Metal Sales Manufacturing Corporation. Staff recommends entering into negotiations with this firm for purchase of the materials. The next responsive bid was higher in cost than the selected submission by \$355,674.

The table below shows the lowest responsive bid costs as presented in the RFB submission.

QUANTITY (SQ. FT.)	PRICE PER SQ FT	GALVANIZED/COLORED	EXTENDED AMOUNT FOR SIDING	TRIM	HARDWARE	TRANSPORTATION	TOTAL BID PACKAGE
771,040	.58	Galvanized	\$442,203	\$44,683	\$30,515	\$10,200	\$527,601
771,040	.79	Colored	\$609,121	\$61,552	\$46,247	\$10,200	\$727,120

Your approval of this item authorizes the Executive Director of the LRA to finalize negotiations and execute an agreement for purchase of siding and roofing materials with Metal Sales Manufacturing Corporation.

SUMMARY

After thorough review and discussion, staff recommends that the City finalize and enter into an agreement to purchase siding and roofing materials from Metal Sales and Manufacturing Corporation for the replacement of roofs and siding at the former Riverbank Army Ammunition Plant.

STRATEGIC PLAN ALIGNMENT

Transparent procurement keeps faith with the public trust and achieves and maintains financial stability; the replacement of roofing and siding will retain existing businesses and expand economic development activities at the Riverbank Industrial Complex.

FINANCIAL IMPACT

This contract will have no impact on the City's General Fund. The siding and roofing materials are an anticipated expenditure for the LRA and will be paid for with LRA Capital Improvement Funds and with cash-in-hand.

ATTACHMENT

None

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date:	January 10, 2017
Subject:	Second Reading by Title Only and Adoption of Proposed Ordinance No. 2017-001 of the City Council of the City of Riverbank, California, to Amend Chapter 31: City Officials, of Title III: Administration, of the City of Riverbank Code of Ordinances
From:	Sean Scully, City Manager
Submitted by:	Tom Hallinan, City Attorney Annabelle Aguilar, CMC, City Clerk/Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-001 and consider its adoption by roll call vote.

INTRODUCTION

A Public Hearing was conducted at the regular City Council meeting on December 13, 2016, to receive public opinions or evidence for or against the proposed Ordinance after its first reading and introduction by title only. The City Council approved the first reading and introduction of the proposed ordinance (now titled Ordinance No. 2017-001) which moved said Ordinance to the January 10, 2017, regular City Council meeting for its second reading by title only and consideration for adoption.

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.

ATTACHMENT

1. Proposed Ordinance 2017-001

**CITY OF RIVERBANK
IN THE CITY COUNCIL
ORDINANCE NO. 2017-001**

**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 December 13, 2016. Said ordinance was given a second reading at a regular meeting of said Council on January 10, 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 CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: January 10, 2017

Subject: First Reading and Introduction by Title Only of an Ordinance Amending Title XV: Land Usage; Chapter 150: Building Regulations; Section 150.01 through 150.16: Adoption of Standard Codes; and Adopting by Reference the 2016 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code; and Amending Title XV: Land Usage; Chapter 157: Water Efficient Landscape and Irrigation; Section 157.01: Purpose and Intent

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager
Janet Smallen, Sr. Community Development Specialist

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 24, 2017, to consider its adoption.

SUMMARY

The State of California (State) mandates that local jurisdictions adopt and commence enforcement of the latest State building codes within six months of the adoption by the State. Recently, the State published the 2016 building code with an effective date for enforcement of January 1, 2017. The City of Riverbank must adopt the 2016 building code in order to be in compliance with State law.

BACKGROUND

The California Building Standards Code (Building Code) is updated and published every three years under the direction of the California Building Standards Commission. The Building Code comprises Title 24 of the California Code of Regulations and is intended to provide for the safety and welfare of all citizens through the implementation of the

latest technology, materials, engineering, construction, and sustainability methods, as regulated by the latest adopted building codes.

The most significant changes are (Attachment 2):

- Amendments to the plumbing code affecting maximum water flow rates for water faucets and showerheads;
- Structural safety application fees for DSA review increased effective February 2016;
- Certain concrete standards were reorganized and rewritten;
- Codes regulating existing structures were relocated and clarify conditions triggering rehabilitation; and
- The 2015 International Existing Building Code was adopted as California Existing Building Code.

FINANCIAL IMPACT

There is no direct financial impact associated with the adoption of the 2016 California Building Standards Code (Title 24).

ATTACHMENT

1. Proposed Ordinance
2. Summary of 2016 California Building Code Changes

CITY OF RIVERBANK
ORDINANCE NO. 2017-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AMENDING TITLE XV: LAND USAGE; CHAPTER 150: BUILDING REGULATIONS;
SECTION 150.01 THROUGH 150.16: ADOPTION OF STANDARD CODES; AND
ADOPTING BY REFERENCE THE 2016 EDITION OF THE: CALIFORNIA
ADMINISTRATIVE CODE, CALIFORNIA BUILDING CODE; CALIFORNIA
RESIDENTIAL CODE; CALIFORNIA GREEN BUILDING STANDARDS CODE;
CALIFORNIA PLUMBING CODE; CALIFORNIA ELECTRICAL CODE; CALIFORNIA
FIRE CODE; CALIFORNIA MECHANICAL CODE; CALIFORNIA ENERGY CODE;
CALIFORNIA EXISTING BUILDING CODE; CALIFORNIA HISTORICAL CODE; AND
AMENDING TITLE XV: LAND USAGE; CHAPTER 157: WATER EFFICIENT
LANDSCAPE AND IRRIGATION; SECTION 157.01: PURPOSE AND INTENT**

WHEREAS, California building codes and standards are updated annually and published in Title 24 of the California Code of Regulations;

WHEREAS, Title 24 of the California Code of Regulations is republished every three years;

WHEREAS, the City of Riverbank last adopted Title 24 of the California Code of Regulations as published in 2013;

WHEREAS, Title 24 of the California Code of Regulations is being republished in 2016;

WHEREAS, the City of Riverbank believes that it is in the best interest of public health, safety, and the general welfare for its City Code to reflect the most recent updates to Title 24 of the California Code of Regulations; and

WHEREAS, the City of Riverbank desires to update its City Code to adopt Title 24 of the California Code of Regulations as published in 2016.

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

SECTION 1. Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.01 through Section 150.16 of the Riverbank City Code are repealed in their entirety and shall be amended to read as follows:

CHAPTER 150: BUILDING REGULATIONS

Section

General Provisions

150.01 Purpose and authority

150.02 Mandatory duty of care

150.03 Severability

150.04 Savings clause

Adoption of Standard Codes

150.05 Administrative Code

150.06 Building Code

150.07 Residential Code

150.08 Green Building Standards Code

150.09 Plumbing Code

150.10 Electrical Code

150.11 Fire Code

150.12 Mechanical Code

150.13 Energy Code

150.14 Existing Building Code

150.15 Historical Building Code

150.16 Solar/photovoltaic power systems

GENERAL PROVISIONS

§ 150.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to adopt by reference the 2016 Edition of the California Building Standards Code, Title 24 - Part 1; Part 2, Volume I & II; Part 2.5; Part 3; Part 4; Part 5; Part 6; Part 8; Part 9; Part 10; and Part 11 of the California Code of Regulations subject to the definitions, clarifications, and the amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property, and welfare of the City of Riverbank. This chapter is adopted under the authority of Government Code subsection 50022.2 and Health and Safety Code Section 18941.5.

§ 150.02 MANDATORY DUTY OF CARE.

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

§ 150.03 SEVERABILITY.

If any provision of §§ 150.05 through 150.16 or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable. This City Council hereby declares that it would have adopted this chapter irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

§ 150.04 SAVINGS CLAUSE.

The provisions of §§ 150.05 through 150.16 shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by this Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

ADOPTION OF STANDARD CODES

§ 150.05 ADMINISTRATIVE CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2016 Edition

of the California Administrative Code, published by the International Code Council (ICC), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Administrative Code as adopted by this section shall be on file in the office of the City Building Official for examination and use by the public.

§ 150.06 BUILDING CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2016 Edition of the California Building Code, Title 24, Part 2, Volumes 1 and 2, published by the International Code Council (ICC), administrative sections, Chapter 29, Appendices A, C, and I; and amendments, as adopted by the Building Standards Commission of the State of California and codified at Title 24, Part 2 in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.07 RESIDENTIAL CODE.

The purpose of this Code is to establish minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting, ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment, and to provide safety to firefighters and emergency responders during emergency operations. The provisions of this Code shall apply to the construction, alteration, enlargement, replacement, repair, equipment, use, occupancy, location, maintenance, removal, and demolition of every detached one and two single family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto within the City of Riverbank. Therefore, the 2016 California Residential Code, Title 24, Part 2.5, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Residential Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.08 GREEN BUILDING STANDARDS CODE.

(A) In order to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact, and encouraging sustainable construction practices within the City of Riverbank, the 2016 Edition of the California

Green Building Standards Code, Title 24, Part 11 (also known as the CALGreen Code), published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. The provisions of this code shall apply to the planning, design, use, and occupancy of every newly constructed building or structure, unless otherwise indicated in this code, throughout the City of Riverbank. A true and correct copy of the 2016 California Green Building Standards Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

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

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

§ 150.09 PLUMBING CODE.

In order to provide minimum requirements and standards for the protection of the public health, safety, and general welfare and to regulate the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, and use of any plumbing system within the City of Riverbank, the 2016 Edition of the California Plumbing Code, Title 24, Part 5 and all appendix chapters, published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building standards Code at Title 24, Part 5 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Plumbing Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.10 ELECTRICAL CODE.

In order to provide minimum standards for the proper regulation of the installation of electrical systems within the City of Riverbank, the 2016 Edition of the California Electrical Code, Title 24, Part 3, and all appendix chapters, published by the National Fire Protection Association (NFPA), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 3, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of the chapter as though set forth in full herein. A true and correct copy of the 2016 California Electrical Code shall be in the office of the City Building Official for inspection and use by the public.

§ 150.11 FIRE CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare from fire and explosive hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Riverbank, the 2016 California Fire Code, Title 24, Part 9, including Appendix Chapter 4, Appendices A, B, C, D, E, F, G, H, I, and J, published by the International Code Council (ICC), in the California Code of Regulations, as adopted by the Stanislaus Consolidated Fire Protection District, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Fire Code as adopted by this section shall be on file in office of the Building Official for inspection by the public.

§ 150.12 MECHANICAL CODE.

(A) In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of heating, ventilating, cooling, refrigeration systems, and other heat-producing appliances and systems within the City of Riverbank, the 2016 Edition of the California Mechanical Code, Title 24, Part 4, and all appendix chapters, published by the International Association of Mechanical and Plumbing Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 4 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Mechanical Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

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

§ 150.13 ENERGY CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of manufactured devices that have been certified by their manufacturer to meet or exceed minimum specifications or efficiencies by the California Energy Commission within the City of Riverbank, the 2016 Edition of the California Energy Code, Title 24, Part 6, and all appendix chapters, published by the International Code Council, as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 6 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2016

California Energy Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.14 EXISTING BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of existing buildings while reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the City of Riverbank, the 2016 California Existing Building Code, Title 24, Part 10, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Existing Building Code as adopted by this section shall be on file in the office the of City Building Official for inspection by the public.

§ 150.15 HISTORICAL BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of historical buildings to provide solutions for the preservation of qualified historical buildings or properties, to promote sustainability, to provide access for persons with disabilities, to provide a cost-effective approach to preservation, and to provide for the reasonable safety of the occupants or users within the City of Riverbank, the 2016 California Historical Building Code, Title 24, Part 8, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2016 California Historical Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

SOLAR/PHOTOVOLTAIC POWER SYSTEMS

§ 150.16 SOLAR/PHOTOVOLTAIC POWER SYSTEMS.

(A) *Where installed.* Solar Photovoltaic Power Systems shall comply with the requirements of the 2016 California Residential Code, 2016 California Electrical Code, 2016 California Building Code, 2016 California Fire Code and California State Fire Marshal Solar Photovoltaic Installation Guidelines (the "Solar Photovoltaic Installation Guideline," published April 22, 2008).

(B) The city may impose fees related to Solar/Photovoltaic Power Systems and from time to time amend said fees by resolution.

(C) *Small Residential Rooftop Solar Energy System review process.*

(1) The following words and phrases as used in this section are defined as follows:

ELECTRONIC SUBMITTAL. The utilization of one or more of the following:

1. E-mail;
2. The internet;
3. Facsimile.

SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM. Includes all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

SOLAR ENERGY SYSTEM. Has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

(2) Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.

(3) The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the city's building division by personal or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

(4) Prior to submitting an application, the applicant shall:

(a) Verify to the city's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(b) At the applicant's cost, verify to the city's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately

sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

(5) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Inspector and Fire Department designee. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

(6) An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(7) Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations within one to three working days in which the permit application is submitted. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

SECTION 2. Title XV: Land Usage, Chapter 157: Water Efficient Landscape and Irrigation, Sections 157.01 of the Riverbank City Code is amended to read as follows:

§ 157.01 Purpose and Intent.

The purpose and intent of this chapter is to establish landscaping regulations that are intended to:

(A) Enhance the aesthetic appearance of development in all areas of the city by providing development standards relating to quality, quantity and functional aspects of landscaping and landscape screening.

(B) Increase compatibility between residential and abutting commercial and industrial uses.

(C) Reduce the heat and glare generated by development.

(D) Establish a water conservation plan to reduce water consumption in the landscape environment using conservation principles important to the State of California and the City of Riverbank.

(E) Protect public health, safety, and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening incompatible land uses, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety.

(F) Comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance as contained in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and the California Green Building Standards of 2016 and/or these standards as amended from time to time.

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.

SECTION 4. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This Ordinance shall become effective thirty (30) days after it passage by the City Council, and following the affirmative vote of a majority of the members of the City Council. Within 15 days of its adoption, a summary of the ordinance shall be published in a newspaper of general circulation in the City of Riverbank, State of California, which summary shall include the names of those Council Members voting for and against the ordinance. A certified copy of the full text of such adopted ordinance or amendment shall be on file in the office of the City Clerk.

SECTION 6. The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on January 10, 2017. 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:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Summary of 2016 California Building Code Changes

Changes in the 2016 California building codes (California Code of Regulations, Title 24) amended by the Division of the State Architect (DSA) that are effective January 1, 2017, provide enhanced clarity and consistency in application. The basis for the majority of these changes resulted from California amendments to the 2015 model building codes. Changes to the administrative code took effect in February 2016. The most significant changes are:

- Amendments to the plumbing code affecting maximum water flow rates for water faucets and showerheads.
- Structural safety application fees for DSA review increased effective February 2016.
- Certain concrete standards were reorganized and rewritten.
- Codes regulating existing structures were relocated and clarify conditions triggering rehabilitation.
- The 2015 International Existing Building Code was adopted as California Existing Building Code.

Changes reflected in the 2016 California building code (California Code of Regulations, Title 24) are as follows:

Part 1 – California Administrative Code (Effective February 2016.)

SECTION	NOTES
4-302	The use of commercial "trailer" coaches as emergency or temporary buildings sunset in September 2015. DSA-approved relocatable buildings are allowed for emergency use. Use of temporary relocatable buildings now falls under Chapter 9 requirements for Fire and Life Safety, up to 36 months.
4-309	Rehabilitation provisions were revised to clarify when retrofit of a complete building is required. Minimum retrofit requirements were provided for alterations to structural elements regardless of whether a complete retrofit is required.
4-310	Regulations exempting school-based health centers from DSA certification on public school campuses were added to clarify requirements for use.
4-316	The regulations repeal the requirement that observation of construction must be performed by the same person delegated responsibility for the preparation of plans and specifications for consistency with the Education Code.
4-321	The structural safety application filing fee for projects submitted to DSA was increased from 0.5 percent to 0.6 percent on the amount in excess of \$1,000,000 of the total project cost.
4-333.1	Requirements for project inspectors to qualify for certification examinations were expanded.
4-338	The definition of addenda was revised to require only addenda that affect changes to the structural, fire and life safety, and accessibility portions of the work to be submitted to DSA for approval.

Part 2 – California Building Code (CBC, Effective January 2017)

CHAPTER	SECTION	NOTES
16 & 16A	1616.10.14 & 1616A1.12	The maximum value for the spectral response acceleration parameter (S_{ds}) for determining seismic design forces was revised to be compatible with ASCE 7-16 criteria, eliminating an arbitrary lower limit in the model code and providing more realistic design forces in higher seismic regions. This change will affect a small percentage of low-rise, regular-shaped school buildings across the state.
17A	1705A.3.3	Revisions were made clarifying when continuous batch plant inspection is required or may be waived, reducing the amount of batch plant inspection on typical school building construction.
17A	1705A.13.2	Modifications were made clarifying requirements for special seismic certification of non-structural equipment and components in state-owned or state-leased essential services buildings.
18 & 18A		Requirements of Appendix J for grading and soil compaction in the 2013 CBC were relocated into Chapter 18A.
19 & 19A		For Chapter 19: Concrete, the reference standard ACI 318-14 was reorganized and in many places rewritten. Therefore, amendments for the 2016 CBC reflect the renumbered sections of the standard. Numerous DSA amendments were eliminated, resulting from alignment with revised reference standards.
21 & 21A		Numerous DSA amendments were eliminated, resulting from inclusion in revised masonry reference standards, TMS 402-16 and TMS 602-16.
21 & 21A	2114.5 & 2114A.5	The compression strength of masonry for routine design without special inspection was increased from 1500 psi to 2000 psi for consistency with masonry standards.
21 & 21A	2114.6.1 & 2114A.6.1	The frequency of mortar and grout sampling and testing were clarified, and an exception was added, indicating when mortar sampling and testing is not required.
21 & 21A	2114.6.2 & 2114A.6.2	The frequency of core testing of masonry walls was revised, relaxing the number of samples required. Alternative methods of non-destructive testing are now also allowed.
22 & 22A	2212.2.6, 2212.2.8, 2205A.3.5 & 205A.3.8	A new amendment providing general provisions for multi-tiered, ordinary concentric braced frames where diaphragms do not occur at each level, was adopted.
23	2301.1.4	Provisions allowing cross-laminated timber (CLT) for gravity loads were added to the code. CLT may not be used to resist lateral forces unless approved by DSA as an alternate system.
26	2603.11.1 & 2603.12.3	The model code added provisions for installing cladding over foam-insulating sheathing on various substrates. New amendments were added to the CBC, providing submittal requirements for DSA approval.
34		Chapter 34: Existing Structures regulations were eliminated from the CBC and relocated into the newly adopted Part 10: California Existing Building Code (CEBC). The DSA amendment sections from the previous codes were relocated into Chapter 3 of the CEBC.

Part 3 – California Electrical Code (Effective January 2017)

CHAPTER	SECTION	NOTES
		DSA adopted the 2014 National Electric Code as the 2016 California Electrical Code. DSA carried over previous administrative amendments, and did not add any new amendments.

Part 4 – California Mechanical Code (Effective January 2017)

CHAPTER	SECTION	NOTES
		DSA adopted the 2015 Uniform Mechanical Code as the 2016 California Mechanical Code. DSA carried over previous administrative amendments, and did not add any new amendments.

Part 5 – California Plumbing Code (Effective January 2017)

CHAPTER	SECTION	NOTES
		DSA adopted the 2015 Uniform Plumbing Code as the 2016 California Mechanical Code. DSA carried over previous administrative amendments.
4	407.2.2.1, 409.2.1, 408.2.2, 411.2.2.1, 408.2.3, 417.1.1, 417.1.2 & 420.2.1	Amendments were provided to reduce maximum water flow rates for metering faucets, showerheads, water closets wash fountains, and kitchen faucets to comply with the California Green Code, based on Governor's Executive Order (B-29-15), California Energy Commission – Appliance Efficiency Regulations (4/2015) and corresponding 2013 California Green Code – CALGreen (7/1/15 Supplement).
12	1210.18	Revised the previous amendment coordinating the reference standard, clarifying earthquake-actuated gas shutoff valve installation.

Part 10 – California Existing Building Code (Effective January 2017)

CHAPTER	SECTION	NOTES
		The 2015 International Existing Building Code was adopted and amended as Part 10 of the 2016 California Existing Building Code.
1	1.1.1 to 1.1.12 & 1.9	California administration language was added due to the new adoption of Part 10, using the same provisions as other parts in Title 24.
3	317 to 323	Provisions from 2013 CBC Sections 3417-3423 were relocated into sections 317 through 323 due to the model code eliminating Chapter 34: Existing Structures. Editorial changes were included due to the relocation of provisions and adoption of ASCE 41-13 as the reference standard.

3	317.5	Provisions were added to clarify that when a mandatory seismic rehabilitation is required, the Tier 3 Systematic Evaluation and Retrofit method in ASCE 41-13 is required.
4	403.3	Model code provisions were adopted for alterations to existing structural elements supporting gravity load.

Part 12 – California Reference Standards Code (CRSC, Effective January 2017)

CHAPTER	SECTION	NOTES
12-12		Chapter 12-12 was repealed from the 2016 CRSC to eliminate duplication with Chapter 12-16-1.
12-16-1	12-16-101	Chapter 12-6-1 was revised to adopt current industry standards for automatic gas shutoff valves.
12-16-2	12-16-201	Chapter 12-6-2 was revised to adopt current industry standards and flow rates for excess flow actuated automatic gas shutoff valves.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	January 10, 2017
Subject:	Consideration of City Council Appointments to Intergovernmental Boards and Committees and City Council/LRA Appointments to Internal City Committees for the Year 2017
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk/Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board:

- 1) review the appointment lists; and
- 2) volunteer or nominate a member of the City Council/LRA to serve as the representative; and
- 3) by roll call vote, ratify the appointments for the year 2017.

SUMMARY

The City's participation in various intergovernmental boards and committees provides a valuable opportunity for the City's legislative body to actively engage in the discussion and decisions that affect the residents of Riverbank, and ensure the City's best interests are taken into consideration.

In addition, Members of the City Council, who also serve as the LRA Board, function in a liaison role to internal City/LRA committees which provides the opportunity for Members to share their perspectives and recommendations on matters to be addressed while, simultaneously, foster open communication and collaboration with a diverse committee of various community interests and expertise.

One of the first orders of business of each year is for the City Council and LRA Board to review the prior year's Board and Committee lists, nominate someone or volunteer for an appointment, and ratify the changes agreed upon by roll call vote.

FINANCIAL IMPACT There is no financial impact.

ATTACHMENTS

1. The 2016 Intergovernmental Boards and Committees and Internal City/LRA Committees lists with revisions.

**CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES**

(Last revised and ratified on 01/12/2016)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2016 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> <u>Meets:</u> Quarterly, TBD when scheduled <u>Location:</u> It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is lead by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Councilmember Cal Campbell Mayor Richard D. O'Brien (alt.)
<u>LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE</u> <u>VOTING DELEGATE(S)</u> The League of California Cities is an association of California City Officials who work together to enhance their knowledge & skills, and exchange information & combine resources so that they may influence policy decisions that affect cities.	Primary and Alternate to be determined in June. (The appointment is typically made in June upon the League's request.)
<u>NORTH COUNTY CORRIDOR TRANSPORTATION</u> <u>EXPRESSWAY AUTHORITY BOARD</u> <u>Meets:</u> 3rd Wed. of every alternate month; 4:30-6:pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (basement), Modesto The North County Corridor Transportation Expressway Authority (Authority) is the lead implementing agency for the North County Corridor State Route 108 East Route Adoption. The Authority leads the overall effort. These meetings pertain to locating the best route for the northern expressway from Hwy 99 to the eastern side of Oakdale.	Mayor Richard D. O'Brien Councilmember Darlene Barber-Martinez (alt.)

**CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES**

(Last revised and ratified on 01/12/2016)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2016- Appointments)
<u>San Joaquin Valley Air Pollution Control District Special City Selection Committee</u> <u>Meets:</u> At least once annually and as needed <u>Location:</u> Northern Region Office, 4800 Enterprise Way, Modesto This Committee's purpose is to appoint (5) Council Members to the San Joaquin Valley Air Pollution Control District's Governing Board.	Councilmember Darlene Barber-Martinez Councilmember Leanne Jones Cruz (alternate)
<u>STANCOG – POLICY BOARD</u> <u>Meets:</u> The 3rd Wednesday of each month; 6:pm <u>Location:</u> 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional issues.	Mayor Richard D. O'Brien Councilmember Cal Campbell (alt.)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES DISASTER COUNCIL</u> <u>Meets:</u> Once a year or as necessary (tentative April 13th) <u>Location</u> Harvest Hall Cornucopia Way, Modesto To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Vice Mayor Jeanine Tucker Councilmember Darlene Barber-Martinez (alt.) (The appointed Councilmember serves a 2-year term; ending 12/2016.)
<u>WORKFORCE DEVELOPMENT BOARD</u> (formerly the Stanislaus Business Alliance Board that ended 6/2016) <u>Meets:</u> The 1st Monday of the 1st month of every quarter. <u>Location:</u> Kirk Lindsey Center, 1020 10th St. Ste.102, Modesto The WDB is a business led public body whose members are appointed by the Board of Supervisors to oversee activities funded by the Workforce Innovation and Opportunity Act. The WDB is responsible for shaping and strengthening local and regional workforce development efforts to support small, medium and large business job growth.	Councilmember Cal Campbell Mayor Richard D. O'Brien (alt.) (There is no alternate designation to the Board. Councilmember Campbell was appointed on 7/2016 by the Board of Supervisors to serve a 2-year term, expiring 6/30/2018.)

**CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES**

(Last revised and ratified on 01/12/2016)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2016- Appointments)
<u>Lower Stanislaus River Trail Improvement Plan Committee</u> (Resolution No. 2013-069) <u>Meets:</u> TBD <u>Location:</u> TBD Representatives of the Cities of Riverbank, Oakdale, and Ripon and the Local Government Commission and the National Park Service will be working together to enhance public use and stewardship of the lower Stanislaus River.	Councilmember Cal Campbell Councilmember Darlene Barber-Martinez (alt.)

CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY BOARD
INTERNAL CITY COMMITTEES
(Last revised and ratified on 01/12/2016)

CITY/LRA COMMITTEES	COUNCIL/LRA LIAISON (2016 – Appointments)
<u>BUDGET ADVISORY COMMITTEE (BAC)</u> <u>Meets:</u> As needed <u>Location:</u> City Hall Council Chambers or City Hall South Conference Room This (7) resident member advisory committee, including (1) non-voting Council representative and a Council alternate, reviews and discusses the City's operating budget and makes recommendations on projects, programs, and policies to the City Council.	Councilmember Leanne Jones Cruz Vice Mayor Jeanine Tucker (alternate)
<u>FRIENDS OF JACOB MYERS PARK (JMP)</u> (A non-profit organization) <u>Meets:</u> On a monthly basis <u>Location:</u> City Hall Council Chambers Works on projects, park planning, and fundraising events.	Councilmember Leanne Jones Cruz Councilmember Darlene Barber-Martinez (alt.)
<u>LOCAL REDEVELOPMENT AUTHORITY (LRA) COMMUNITY ADVISORY COMMITTEE</u> <u>Meets:</u> As needed. <u>Location:</u> LRA Conference Room, 5300 Claus Road, Building 17, Modesto, CA 95357 The (12) member Committee provides feedback and recommendations to the LRA Board and staff regarding the reuse and redevelopment of the Riverbank Army Ammunition Plant, and to promote interest and involvement by the community in the project.	Authority Member Darlene Barber-Martinez Vice Chair Jeanine Tucker (alternate)
<u>SISTER CITY COMMITTEE</u> <u>Meets:</u> As needed <u>Location:</u> TBD Appointed Members of the City Council will serve in a liaison capacity. The Sister City relationships with Tamazula, Mexico and Fuyang, China was formed to foster understanding between these Cities and Riverbank and to engage in common efforts to promote the cultural understanding and awareness for the mutual good of each City. The Committees purpose is to facilitate and carry out these objectives.	Vice Mayor Jeanine Tucker Councilmember Darlene Barber-Martinez (alt.) Councilmember Leanne Jones Cruz (2nd alt.)