



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

AGENDA

TUESDAY, JANUARY 24, 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 There are no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless 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 January 10, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution** Authorizing the Submission of an Application for Housing Related Parks Grant.

Item 3.D: A **Resolution** Authorizing WestAmerica Bank, Wells Fargo Bank, and Bank of America to Execute a New Signature Card and to Honor as Genuine Any and All Check and Drafts Drawn in the Name of the City of Riverbank that have been Signed with the New Facsimile Signature.

Item 3.E: A **Resolution** Approving the Salary Ranges for the City Manager and Assistant City Manager Classifications.

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. 2017-002 of the City Council of the City of Riverbank, California, 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, 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. 2017-002 and consider its adoption by roll call vote.

5. PUBLIC HEARINGS

The public notice for Item 5.1 was published in the Riverbank News on 01/11/2017.

- Item 5.1:** **A Resolution Authorizing and Directing the Execution of a Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“GSA MOU”)** – It is recommended that the City Council consider adopting a Resolution authorizing the City Manager to execute the GSA MOU and to prepare and submit notice of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency’s (“STRGBA GSA”) election to be the groundwater sustainability agency (“GSA”) for the Modesto Sub-basin (designated basin number 5-22.02 in the California Department of Water Resources CASGEM groundwater basin system) (“Basin”) to the California Department of Water Resources (“DWR”).

6. NEW BUSINESS

- Item 6.1:** **A Resolution to Waive the Requested Fees for the Riverbank Chamber of Commerce for the Operation of the Farmer’s Market and Authorization to Reimburse the Associated Enterprise Fund from the General Fund** – It is recommended that the City Council review the plans for the 2017 Farmer’s Market and provide staff direction on the request to waive the fees for City services and if approved, authorize the reimbursement of the Enterprise Fund with a General Fund allocation.
- Item 6.2:** **A Resolution Authorizing the Execution of a Performance Agreement with Chris Ricci Presents Inc. for the Planning, Organizing and Implementation of the Cheese and Wine Festival and Appropriating \$15,000 from the General Fund for Said Services** – It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2017 Cheese & Wine Festival.
- Item 6.3:** **A Resolution Authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the Riverbank Cheese and Wine Festival** – It is recommended that the City Council motion to adopt the proposed Resolution authorizing the Mayor to enter into a lease agreement with Chris Ricci Presents, Inc. for the area associated with the Cheese and Wine Festival held October 14, 2017 and October 15, 2017.
- Item 6.4:** **Acceptance of the Morrill Road Overlay Project and Authorization to File a Notice of Completion** – It is recommended that the City Council accept the completion of the Morrill Road Overlay Project and authorize staff to file a Notice of Completion.

- Item 6.5:** **Consideration of the City Council's Regular Meetings Schedule for the Year 2017** – It is recommended that the City Council consider the schedule of the regular City Council meeting dates, including proposed canceled meeting dates of May 23rd, July 11th, and December 26th, and make any adjustments to the schedule, as desired, for the year 2017.

7. COMMENTS/REPORTS

A brief report on notable 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

8. CLOSED SESSION

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

- Item 8.1:** **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Sean Scully, City Manager
Employee organizations: Riverbank Miscellaneous Employees
Riverbank Mid-Management Bargaining Unit

9. REPORT FROM CLOSED SESSION

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

ADJOURNMENT (The next regular City Council meeting –**Tuesday, Feb. 14 @ 6:pm**)

UPCOMING EVENTS:

City Hall Friday Office Hours	• <u>City Offices are Closed Alternating Fridays</u> - o Friday: January 20 – OPEN from 8am – 5:pm - o Friday: January 27 – Alternate Friday CLOSED - o Friday: February 3 – OPEN from 8:am – 5:pm
February 1 (Wednesday)	• <u>Mayor's Annual Nonprofit and Community Partner Meeting</u> - o Riverbank Community Center at 6:30 p.m. - o Contact Norma at (209) 863-7153; nmanriquez@riverbank.org
February 8 (Wednesday)	• <u>Mayor's State of the City Address</u> - o Community Center at 6:30 p.m. - o Contact Norma at (209) 863-7153; nmanriquez@riverbank.org

AFFIDAVIT OF POSTING

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

Posted this 19th 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

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 24, 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 / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B**

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 24, 2017
Subject:	Approval of the January 10, 2017, 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 January 10, 2017, 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. January 10, 2017, 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, JANUARY 10, 2017**

Verbatim proceedings of the meetings may be viewed on-line or a copy may be provided for a fee.

CALL TO ORDER:

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

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

INVOCATION: Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL: 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.
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No one declared a conflict.

1. PRESENTATIONS There were no presentations.

Item 1.1: Administer the Oath of Office to Elected Councilmember District 2 Cindy Fosi – *Mayor O'Brien administered the Oath of Office.*

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.

Public Comments were made by: *Mr. Ramon Bermudez, Riverbank, (sang); Mr. Scott McRitchie, Riverbank.*

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 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 [No. 2017-001]** 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.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve Consent Calendar Items 3.A, through 3.D as presented; Motion carried by unanimous City Council and LRA Board roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

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.

City Attorney Tom Hallinan presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to adopt Ordinance No. 2017-001 to Amend Chapter 31: City Officials, of Title III: Administration, of the City of Riverbank Code of Ordinances. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

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 [No. 2017-002] 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.

Planning and Building Manager Donna Kenney presented the staff report.

Mayor O'Brien opened the public hearing at 6:20 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to approve the First Reading and Introduction by Title Only of Ordinance No. [2017-002]. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

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.

Mr. Ramon Bermudez, Riverbank, inquired about City representation on the elderly committee of Stanislaus County. Councilmember Barber-Martinez volunteered to look into the matter.

ACTION: *By motion moved and seconded (Jones Cruz / Campbell / passed 5-0) to ratify the changes made to the Boards and Committees lists as specified in the attached lists.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

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

- *City Manager Sean Scully announced: 1) a “meet and greet” time at 5:00 p.m. prior to the next meeting to meet him, and 2) the City’s preparation to recruit for a representative to sit on the Measure L Committee.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Barber-Martinez announced her acceptance to serve on the League of California Cities Statewide Community Policy Committee.*
- *Council/Authority Member Campbell announced his appointment to serve on the League of California Cities Employee Relations and Policy Committee.*
- *Vice Mayor/Chair Jones Cruz announced the Citizen of the Year Awards Dinner.*

Item 7.3: Mayor/Chair

Mayor O'Brien announced the availability of the HERO program, and the search for applicants interested to serve on the Measure L Committee.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 6:39 p.m.

ATTEST: (Adopted 01/24/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 24, 2017
Subject:	A Resolution Authorizing the Submission of an Application for Housing Related Parks Grant
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution Authorizing the submittal of an application for the Housing Related Parks Grant.

INTRODUCTION

The State of California Department of Housing and Community Development has issued a notice of funding availability under its Housing Related Parks (HRP) Program. The objectives of this grant are to fund the creation and renovation of community parks or facilities and reward compliance with the State Housing Element Law.

The City Parks and Recreation Department desires to submit a grant for the renovation of the Riverbank Community pool locker rooms and replacement of the Community Center Floor as well as any other community center renovations that we may have funding for.

BACKGROUND

The Riverbank Community Pool locker rooms are in great need of renovation and ADA improvements. These are the original locker rooms that were built in the 1960's. The Community Center Building has a number of needed upgrades/renovations (including the floor) as well. As part of the strategic plan, the City worked with an Architect and developed conceptual site plans and cost estimates for the renovation of both areas prior to seeking grant funding. If the grant funding is not sufficient to complete both projects, the community pool locker room project will be the priority.

This grant is non-competitive and all applicants meeting the threshold requirements will be funded. If the program is oversubscribed, funds will be prorated among eligible applicants. The Director of Parks and Recreation and the Planning and Building

Manager have been anxiously awaiting this opportunity and are confident that the City will meet the threshold this year due to the number of permits that have been issued for affordable housing and units substantially rehabilitated.

If this grant proposal is approved we will be notified in June, 2017. The City will have two years to complete the project.

FINANCIAL IMPACT

The financial impact to the City would be positive. It is estimated that depending on funding availability, the project could easily exceed \$1,000,000. There are no match funds required for this grant.

- 1) Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR HOUSING RELATED PARKS GRANT

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated November 16, 2016 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, the City of Riverbank (Applicant) desires to apply for a HRP Program grant and submit the 2016 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT that the City Council of the City of Riverbank does hereby approve and declare that:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released November 2016 for the 2016 Designated Program Year in an amount not to exceed \$1,350,000. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$1,350,000, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. The City Manager or designee is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the City of Riverbank City Council adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date: January 24, 2017

Subject/ Title: A **Resolution** Authorizing WestAmerica Bank, Wells Fargo Bank, and Bank of America to Execute a New Signature Card and to Honor as Genuine any and all Check and Drafts Drawn in the Name of the City of Riverbank that have been Signed with the New Facsimile Signature

From: Sean Scully, City Manager

Submitted by: Marisela H. Garcia, Director of Finance

RECOMMENDATION:

On Consent Calendar, City Council to approve **Resolution** by roll call vote authorizing the Director of Finance to execute new signature cards with WestAmerica Bank, Wells Fargo Bank, and Bank of America.

SUMMARY:

With the arrival of our new City Manager, staff will need to execute new signature cards and create a new facsimile signature to be used on all City Accounts Payable and Payroll Checks. Staff requests City Council's authorization to remove the former City Manager from our signature card and add the new City Manager, Sean Scully, to the signature card in order to continue using the dual signature method to sign checks. The second signature will continue to be the Director of Finance, Marisela H. Garcia.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING WESTAMERICA BANK, WELLS FARGO BANK, AND BANK OF
AMERICA TO EXECUTE A NEW SIGNATURE CARD AND
TO HONOR AS GENUINE ANY AND ALL CHECK AND DRAFTS
DRAWN IN THE NAME OF THE CITY OF RIVERBANK
THAT HAVE BEEN SIGNED WITH THE NEW FACSIMILE SIGNATURE**

The City Council of the city of Riverbank Resolves as Follows:

1. The Director of Finance is authorized to execute new signature cards with WestAmerica Bank, Wells Fargo Bank, and Bank of America to remove the signature of the former City Manager, Tracie Jill Anderson, and include the signature of the new City Manager, Sean Scully, as the second signatory on the City's Accounts, and
2. The Director of Finance is authorized to execute a contract with WestAmerica Bank and Wells Fargo Bank, wherein they will be Authorized to honor as genuine any and all checks, drafts or other orders for the payment of money drawn in the name of the City of Riverbank which have been signed with the new Facsimile Signature.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 24, 2017
Subject/ Title:	A Resolution Approving the Salary Ranges for the City Manager and Assistant City Manager Classifications
From:	Sean Scully, City Manager
Submitted by:	Alvaro Zamora, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council consider approving the respective salary ranges for the City Manager and Assistant City Manager classifications.

SUMMARY

To be in compliance with CalPERS regulations the salary ranges for the City Manager and the Assistant City Manager, need to be formally approved and adopted by the City Council. The approval of these salary ranges is a formality as the respective base salaries were approved at the November 22, 2016 City Council Meeting by approval of the respective employment agreements.

BACKGROUND

Only compensation earnable, as defined by California Government Codes Section 20636, can be reported to CalPERS and will be considered when calculating retirement benefits. In determining the amount of earnable compensation, an employee's pay rate is limited to the amounts identified on the publicly available compensation schedule that has been approved and adopted by the agency's governing body as required by Section 570.5 of the California Code of Regulations (CCR).

By approving the attached compensation schedules the City will be in compliance with all applicable California Government Codes and CCR's. The approval and adoption of these compensation schedules is a formality as the salaries were approved in past labor negotiations or through individual employment contracts which were previously approved by the City Council.

FINANCIAL IMPACT

There is no additional financial impact for the FY 2016-2017 budget due to the salary savings of the vacant City Manager position.

The proposed salary ranges for the City Manager & Assistant City Manager classifications are as follows:

<u>Job Classification</u>	<u>Salary Range per Year</u>
City Manager	\$140,000.00 - \$171,752.16
Assistant City Manager	\$130,000.00 - \$158,610.60

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE SALARY RANGES FOR
THE CITY MANAGER AND ASSISTANT CITY MANAGER CLASSIFICATIONS**

WHEREAS, The State of California Code of Regulations §570.5(a)(1) requires that all salary ranges be duly approved and adopted by an employer's governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, pay rate shall be limited to the amount listed on a pay schedule that meet the requirements of Section 570.5 of the California Code of Regulations ; and

WHEREAS, in order to comply with the California Code of Regulations §570.5 and as Government Code §20630, 20636, and 20636.1, the City's Compensation Plan shall be updated to reflect the salary ranges for the City Manager & Assistant City Manager as listed below:

<u>Job Classification</u>	<u>Salary Range per Year</u>
City Manager	\$140,000 - \$171,752.16
Assistant City Manager	\$130,000 - \$158,610.60

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank, California, hereby adopts the salary ranges listed above and to update the City's Compensation Plan accordingly.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: March 8, 2016

Subject: Second Reading by Title Only and Adoption of Proposed **Ordinance No. 2017-002** of the City Council of the City of Riverbank, California, 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, of the City of Riverbank Code of Ordinances

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager
Janet Smallen, Sr. Community Development Specialist
Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-002 and consider its adoption by roll call vote.

INTRODUCTION

A Public Hearing was conducted at the regular City Council meeting on January 10, 2017, 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. 2017-002) which moved said Ordinance to the January 24, 2017, regular City Council meeting for its second reading by title only and consideration for 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 2017-002
2. Summary of 2016 California Building Code Changes

CITY OF RIVERBANK
ORDINANCE NO. 2017-002

**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 January 24, 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 AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: January 24, 2017

Subject: A **Resolution** Authorizing and Directing the Execution of a Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“GSA MOU”)

From: Sean Scully, City Manager

Submitted by: Michael Riddell, Public Works Superintendent

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution authorizing the City Manager to execute the GSA MOU and to prepare and submit notice of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency’s (“STRGBA GSA”) election to be the groundwater sustainability agency (“GSA”) for the Modesto Sub-basin (designated basin number 5-22.02 in the California Department of Water Resources CASGEM groundwater basin system) (“Basin”) to the California Department of Water Resources (“DWR”).

BACKGROUND and DISCUSSION

In September of 2014, Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 (“SGMA”), which changed the landscape of groundwater management. SGMA is a comprehensive three bill package that sets the framework for statewide sustainable groundwater management by local agencies. SGMA requires among other items, the formation of GSAs and the preparation of Groundwater Sustainability Plans (“GSP”) with a focus on long-term sustainability. Formation of a GSA must occur no later than June 30, 2017 and development and adoption of a GSP must be adopted no later than January 31, 2022 for high and medium priority basins not currently in critical overdraft.

The basin where Riverbank is located (the Modesto sub-basin) is designated as a high-priority basin. SGMA authorizes a local agency – or a combination of local agencies – overlying a groundwater basin to form a GSA. Multi-agency GSAs can be formed through either a Memorandum of Understanding or other legal agreement.

The Stanislaus and Tuolumne Rivers Groundwater Basin Association (“STRGBA”) member agencies are all local agencies, pursuant to SGMA’s definition. The STRGBA member agencies include the cities of Riverbank, Oakdale, Modesto, and Waterford, Stanislaus County, Oakdale Irrigation District, and Modesto Irrigation District. Since its inception 1994, STRGBA has provided a forum for local agencies to work cooperatively to provide for coordinated planning in the pursuit of effective and sustainable management of the Basin’s water resources. Riverbank and the agencies included in the STRGBA have participated on a number of coordinated efforts over the past 23 years. The STRGBA member agencies believe that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Member Agencies operating through the GSA MOU.

SGMA requires formal procedures be followed in order to become a GSA. First, each of the local agencies electing to be a GSA must hold a noticed public hearing to receive public comment on the local agency’s decision to become the GSA for the Basin. AT the conclusion of this public hearing, it is anticipated that the governing board for each local agency will authorize the execution of the attached GSA MOU and adopt the attached resolution forming the GSA for the Basin.

This will provide for a coordinated formation of a single GSA to undertake SGMA compliance within the Basin.

FINANCIAL IMPACT

Exact fiscal impact unknown at this time as the specific requirements that may be included in a future Groundwater Sustainability Plan have not been fully formulated. However, compliance with SGMA under a multi-jurisdictional arrangement such as this proposed GSA, allows the City of Riverbank to achieve economies of scale by spreading the potential cost among multiple agencies versus bearing the cost alone.

STRATEGIC PLAN

This report has been prepared to achieve the City of Riverbank’s Three-Year Goal to Improve and Maintain Infrastructure and Facilities

ATTACHMENT

1. Memorandum of Understanding
2. Resolution
3. Power Point Presentation

MEMORANDUM OF UNDERSTANDING FORMING THE STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION GROUNDWATER SUSTAINABILITY AGENCY

_____ 2016

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are: the County of Stanislaus, a political subdivision of the State of California; the Oakdale Irrigation District, a California irrigation district; the City of Oakdale, a California public agency; the City of Riverbank, a California public agency; the City of Modesto, a California public agency; the City of Waterford, a California public agency; and the Modesto Irrigation District, a California irrigation district (each referred to individually as a “Party” or collectively as the “Parties”).
2. **RECITALS.** This MOU is entered into with regard to the following facts and circumstances, among others:
 - 2.1 Groundwater and surface water resources within the Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02) (“Sub-basin”) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Sub-basin.
 - 2.2 Agriculture has been prominent in making Stanislaus County one of the world's foremost agricultural areas, and has played a major role in the development of the economy of Stanislaus County; in an era of increasing competition for the area's finite water resources, it is important to understand and plan for the local area's economic well-being.
 - 2.3 Although each of the Parties overlies and has rights to extract groundwater from the Sub-basin, each Party's individual surface and groundwater rights, historical groundwater production, and groundwater recharge and conveyance activities vary greatly from one another.
 - 2.4 The California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act (“SGMA”), which authorizes local agencies to manage groundwater in a sustainable fashion.
 - 2.5 The Parties intend to enter into this MOU in order to ensure that the Sub-basin remains locally and sustainably managed.
 - 2.6 SGMA requires groundwater basins designated as either medium or high-priority to be managed by one or more Groundwater Sustainability Agencies (“GSA”) by June 30, 2017 and that GSAs adopt a groundwater sustainability plan (“Plan”) by January 31, 2022.
 - 2.7 The Sub-basin is currently designated as a high-priority basin, and thus must comply with the deadlines in the previous recital.

- 2.8 Pursuant to SGMA, a combination of local agencies may form a GSA through a memorandum of understanding or other legal agreement.
- 2.9 Each of the Parties overlies a portion of the Sub-basin and is a local agency as defined by SGMA.
- 2.10 In order to coordinate groundwater management activities and to comply with SGMA, the Parties desire to form a GSA for the portion of the Sub-basin that lies within their collective jurisdictions.
- 2.11 This MOU is intended to be an agreement for formation of a GSA as authorized by section 10723.6(a)(2) of the Water Code.
- 2.12 The Parties further intend and will work cooperatively to develop a separate operating agreement for the Stanislaus and Tuolumne River Groundwater Basin Association ("STRGBA") GSA ("STRGBA GSA").
- 2.13 The Parties believe that cooperative and coordinated actions by local agencies and users within the Sub-basin will result in the continued sustainable use of the groundwater within the Sub-basin.

3. **DEFINITIONS.** The following terms, whether in the singular or the plural, and when used herein with initial capitalization, shall have the meanings specified below:

- 3.1 **Annual Budget.** The GSA budget developed annually, pursuant to Section 6.2, to fund certain project(s) to advance the goals and objectives of this MOU.
- 3.2 **Committee.** That body, consisting of one representative from each of the Parties, which governs the GSA, as established pursuant to Section 4.3 of this MOU.
- 3.3 **Coordinator.** The individual appointed by the Committee pursuant to Section 5.
- 3.4 **Funding Percentage.** A Party's Funding Percentage as set forth in Section 7.1 of this MOU.
- 3.5 **Governing Bodies.** The governing entities of the Parties to this MOU.
- 3.6 **GSA.** A Groundwater Sustainability Agency created pursuant to SGMA.
- 3.7 **MOU.** This Memorandum of Understanding creating the STRGBA GSA.
- 3.8 **Parties.** Each of those entities named in Section 1 of this MOU, or those Parties added pursuant to Section 4.5 of this MOU.
- 3.9 **Plan.** A Groundwater Sustainability Plan developed and adopted pursuant to SGMA.
- 3.10 **SGMA.** The Sustainable Groundwater Management Act of 2014.
- 3.11 **Stanislaus and Tuolumne River Groundwater Basin Association GSA or STRGBA GSA.** The GSA created pursuant to this MOU to manage the Sub-basin.

3.12 Sub-basin. The Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02), which is geographically defined as that area in the State of California bounded on the west by the San Joaquin River; on the north by the Stanislaus River, on the east by the base of the Sierra Nevada foothills; and on the south by the Tuolumne River, and includes the area of land overlying that Sub-basin and all tributaries therein as defined by the then-current Department of Water Resources Bulletin 118.

3.13 Voting Percentage. A Party's Voting Percentage as set forth in Section 7.3 of this MOU.

4. THE GSA.

4.1 Creation of GSA. The Parties hereby establish the STRGBA GSA to manage the portion of the Sub-basin within the Parties' collective jurisdictions.

4.2 Purposes and Powers. The purposes and powers of the STRGBA GSA are as follows:

4.2.1 This MOU is entered into by and between the Parties to, consistent with SGMA, exert local control over the management of the Sub-basin and to facilitate a cooperative and ongoing working relationship that will allow compliance with SGMA and state law, as amended from time to time.

4.2.2 The STRGBA GSA shall act on behalf of its members to coordinate the Parties' activities and actions to further the sustainable management of the Sub-basin and facilitate compliance with SGMA. It shall in no way determine or modify the surface water rights or groundwater rights, if any, of any Party.

4.2.3 The STRGBA GSA shall determine and evaluate the Sub-basin's existing groundwater supply;

4.2.4 The STRGBA GSA shall promote coordination of groundwater management planning activities within the Sub-basin;

4.2.5 The STRGBA GSA shall evaluate the Sub-basin's need for additional or improved water extraction, storage, delivery, conservation, and recharge facilities;

4.2.6 The STRGBA GSA shall provide and share information and guidance for the management, preservation, protection and enhancement of groundwater quality and quantity in the Sub-basin; and

4.2.7 The STRGBA GSA shall have the powers and authorities granted to GSAs under SGMA.

4.3 Committee. The STRGBA GSA shall be governed by a Committee whose membership and responsibilities are set forth herein.

- 4.3.1** Each Party shall designate one staff person to serve as a member of the Committee, and one or more alternates. The names of the member and alternates will be submitted to the Coordinator. Each member of the Committee, and each alternate, shall serve at the pleasure of the Party appointing such member. A Party's alternate may serve in the place of that Party's member in the absence of such member and, in such case, the alternate shall have the powers of the member.
- 4.3.2** The Committee shall elect a chair and vice chair from its members at the first meeting of each calendar year. The chair shall be responsible for presiding over meetings of the Committee, and shall notify members and the Coordinator of meetings of the Committee. The Committee shall establish a date, time and place for its regular meetings, and may hold special meetings when required for the proper transaction of business. All meetings of the Committee will be held in accordance with the provisions of the Brown Act, California Government Code Section 54950 et seq. The Committee shall prescribe such procedures for the conduct of its business as it deems appropriate.
- 4.3.3** A quorum will consist of a simple majority of the Parties, subject to the provisions of section 6.5, except that less than a quorum may adjourn meetings of the Committee from time to time. Alternatively, the Coordinator may adjourn a meeting of the Committee to a specified time, date and place if there is less than a quorum of members present for a meeting.
- 4.3.4** The Committee shall have the following duties and responsibilities:
- a.** Develop and implement activities designed to achieve the objectives of SGMA.
 - b.** Designate a Party that will enter into contracts, and approve all amendments thereto, for and on behalf of the STRGBA GSA, necessary to carry out the powers and duties of the STRGBA GSA.
 - c.** Establish an Annual Budget for the STRGBA GSA, and approve proposed revisions to such budget, provided that no action of the STRGBA GSA shall be deemed to bind any party to contribute such funds absent approval of each Party's Governing Body.
 - d.** Recommend for approval by each Party's Governing Body's Annual Budget(s) necessary to carry out proposed project(s).
 - e.** Establish such committees as may be necessary or desirable to carry out the purposes of the STRGBA GSA, and to exercise general supervision over such committees.
- 4.3.5** Except for actions for which a different approval standard is set forth in this MOU, all actions of the Committee will be approved by a majority of the members present.

- 4.4 Staff.** The staff of the STRGBA GSA shall be composed of staff from each Party. The STRGBA GSA shall also have the authority to hire or retain agents, contractors and consultants as the Committee shall determine necessary and appropriate.
- 4.5 New Parties.** New parties may join the STRGBA GSA, provided that they meet the requirements set forth below:
- 4.5.1** Any county or local public agency that meets the definition of “local agency” as set forth in SGMA.
- 4.5.2** Application for membership will be subject to simple majority approval by the Committee.
- 4.5.3** As a condition of admission to the STRGBA GSA, any new Party to this MOU shall agree to be subject to the terms of this MOU and shall be required to first pay its proportionate share of back contributions or as otherwise determined appropriate by the Committee.

5. COORDINATOR.

- 5.1 Appointment.** The Committee shall appoint a one of the Committee members as the Coordinator, who shall have the duties and responsibilities set forth in this Section 5.
- 5.2 Duties and Responsibilities.** The Coordinator will have the following duties and responsibilities:
- 5.2.1** Develop and submit for review and approval by the Committee a work plan and schedule of activities designed to comply with the requirements of SGMA, or as may be otherwise directed by the Committee.
- 5.2.2** Propose an Annual Budget, and from time to time such revisions as the Coordinator may feel necessary or desirable, to the Committee for its review and approval.
- 5.2.3** Submit to the Committee, as directed by the Committee, a progress report as to the STRGBA GSA's activities and a report which compares actual expenditures with the Annual Budget, as adopted.
- 5.2.4** Execute and administer contracts as directed by the Committee.
- 5.2.5** Maintain proper records and accounts of work performed by the Committee.
- 5.2.6** Receive and disburse funds at or under the direction of the Committee.
- 5.2.7** Act as secretary/treasurer to the STRGBA GSA, and acting in that capacity, prepare, record and distribute minutes of all Committee meetings.
- 5.2.8** Perform such other actions as may be necessary or desirable to promote the work of the Committee and the STRGBA GSA.

6. GSA BUDGET AND COSTS.

- 6.1 Budget Cycle.** The budget cycle of the STRGBA GSA shall be on a calendar year basis.
- 6.2 Annual Budget.** The Coordinator shall prepare an Annual Budget for each calendar year that the Committee determines certain projects are necessary. The Coordinator's draft Annual Budget for the following year shall be delivered to the Committee members no later than June 1 of each year. The Committee shall approve or revise the draft Annual Budget and distribute the draft Annual Budget to each Party no later than July 1 of each year. The Committee shall meet to review input from the Parties' Governing Bodies no later than August 1 of each year, and shall approve a final budget no later than September 1 of each year for the following year. The respective Governing Bodies of the Parties shall review the Annual Budget no later than October 1 of each year and notify the Coordinator that it has allocated or appropriated its respective contribution to the Annual Budget no later than October 15 of each year. The Committee shall adopt and approve the Annual Budget and have it in place and effect by January 1 of each year, or as approved by the Parties.
- 6.3 Allocation of Funds.** Within the Annual Budget adopted pursuant to Section 6.2, the Committee shall have the authority to make minor adjustments in the allocation of funds between budget categories; provided, however, that the cumulative change in the budget category does not exceed ten percent (10%) of the amount authorized in the Annual Budget and the total amount of the Annual Budget is not increased. Other budget adjustments require approval of the Governing Bodies.
- 6.4 Budget Increases.** Increases in the total amount of a budget must be approved by the Governing Bodies of a simple majority of the Parties.
- 6.5 Failure to Pay.** If any Party fails to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, then that Party shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee through formal action and majority approval of the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 6.5, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Committee while such Party was ineligible to vote.
- 6.6 Expenditures.** STRGBA GSA funds may be properly expended for all costs approved by the Committee and properly incurred in the performance of the work approved by the Committee, or under such authority as may be delegated to the Coordinator by the Committee.
- 6.7 Non Reimbursable Costs.** Costs incurred by any Party in connection with any functions of the STRGBA GSA, or any committee established by the Committee, and expenses of a Party's personnel including, without limitation, the regular and alternate members appointed by a Party to any committee while performing such

functions, shall not be reimbursed by the STRGBA GSA except through formal action and majority approval of the Committee provided that a Party shall be reimbursed for the services performed by such Party's employees while serving as staff to the STRGBA GSA as approved through the Annual Budget process.

7. FUNDING AND VOTING PERCENTAGES.

7.1 Funding Percentage. Each Party shall be responsible for its proportionate share of the funding requirements of the STRGBA GSA. The proportionate shares of each Party shall be determined by dividing the funding requirements of the STRGBA GSA by the number of Parties. During Committee approval of certain projects that beneficially affect the Parties disproportionately, equitable project funding shall be determined through formal action and majority approval of the Committee.

The Parties shall provide funding consistent with the Annual Budget adopted by the Committee on the schedule set forth in such budgets, or pursuant to the Coordinator's discretion. Funding needs of the STRGBA GSA payable by the Parties shall be determined by the Committee, and such funds shall be transmitted by the Party to the Coordinator within sixty (60) days of project approval. Upon receipt, the Coordinator will immediately deposit funds in an interest-bearing bank account, separate from other accounts of the Parties. The funds in such account shall remain the property of each contributing Party until spent, and interest earned thereon shall belong to each contributing Party.

7.2 Payment Reduction. Each Party agrees that the Parties' respective obligations to make payments hereunder shall not be subject to any reduction, whether by offset, counter claim, recoupment or otherwise. A Party's funding contributions to the STRGBA GSA, or a portion thereof, may be reimbursed upon termination of that Party's participation in the STRGBA GSA and approval by a simple majority vote of the Committee.

7.3 Voting Percentage. Each Party's representative on the Committee shall be entitled to one vote; provided however, that if a matter being decided by the Committee will have a disproportionate effect on the financial obligations of one or more Parties, as contemplated in Section 7.1, each Party shall be entitled to a weighted vote proportionate to the financial obligation or benefit of the Parties. The Voting Percentages set forth in this Section shall remain in effect only until voting percentages are established in the operating agreement for the STRGBA GSA.

7.4 Modification by Party. Funding Percentages and/or Voting Percentages may be changed only upon simple majority approval of the Committee.

8. RELATIONSHIP OF PARTICIPANTS.

8.1 Each Party's Action Independent. The obligation of each Party to make payments under Section 7.1 of this MOU is an individual and several obligation and not a joint obligation of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this MOU. No Party shall be under the control of or shall be deemed to control any other Party or the Parties collectively. No Party shall be the agent of or have the right or power to bind any

other Party without such Party's express written consent, except as expressly provided in this MOU.

- 8.2 Indemnity.** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOU.

In no event, except for any claim, demand, liability, loss or damage arising out of or resulting from any action taken or not taken by one Party at the direction of its directors, officers, or employees of management or administrative responsibility, which is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with the intent that injury or damage would result or would probably result therefrom, shall a Party be liable to any other Party for any indirect or consequential damage claim, demand, liability, loss, expense (including attorney's fees), or damage arising out of or in any way connected with this MOU, including any negligence in connection therewith.

- 8.3 No Creation of a Joint Powers Authority.** The Parties agree that by this MOU they do not intend to provide for the creation of an agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.

9. TERM OF THIS MOU. The term of this MOU shall commence once all named parties have executed this MOU and shall remain in effect unless terminated by the mutual written consent of all Parties. Upon termination of this MOU, the Committee shall determine the assets and liabilities of the STRGBA GSA, make every effort to satisfy all obligations within sixty (60) days of the termination of this MOU, and equitably distribute any remaining fund balance to each Party in proportion to each Party's Funding Percentage.

10. GENERAL PROVISION GOVERNING MOU.

- 10.1 Severability.** In the event that any of the terms, covenants or conditions of this MOU or the application of any such term, covenant or condition shall be held invalid as to any Party, person or circumstance by any court of competent jurisdiction, all other terms, covenants or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 10.2 No Third Party Beneficiaries.** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on any person other than another Party.
- 10.3 Good Faith.** Subject to the right of a Party to withdraw or terminate its membership in the STRGBA GSA, each Party shall use its best efforts and work wholeheartedly

and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of the terms and provisions contained herein.

- 10.4 Withdrawal or Termination of Membership.** Except in the event of the termination of this MOU pursuant to Section 9, a Party who withdraws or terminates its membership in the STRGBA GSA shall not be entitled to a refund of its funding contributions. Any Party may terminate membership and withdraw from the STRGBA GSA upon thirty (30) days written notice of termination to the STRGBA GSA. If a Party withdraws from the STRGBA GSA when the Party is in arrears as to complying with its Funding Percentage, that Party's entitlement to use any groundwater model or other work product of the STRGBA GSA as provided for herein shall be determined by the Committee. Whenever a Party withdraws from the STRGBA GSA, it is the intent of the Parties and of the STRGBA GSA that the withdrawal shall remove the area within the Party's water service area from further management by the STRGBA GSA, provided that the withdrawal shall be in accordance with the requirements of SGMA and shall leave no area within the Basin unmanaged.
- 10.5 Amendment.** Unless provided otherwise, this MOU may be amended upon the affirmative vote of the Governing Bodies of a simple majority of the Parties.
- 10.6 Counterpart Execution.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.7 Governance.** This MOU is made under and shall be governed by the laws of the State of California. Venue of any action arising from this MOU shall be in the County of Stanislaus.
- 10.8 Reasonable Delivery of Documents.** The Parties agree to act in good faith to promptly execute any documents that are necessary, or may become necessary, to implement activities approved by the Governing Bodies in the Annual Budget, subject to the authority and the right of the Governing Bodies to terminate participation in this MOU.
- 10.9 Attorney Fees.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this MOU, the prevailing Party shall be entitled to reasonable attorney's fees and costs that may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the Party for whom he/she signs.

MODESTO IRRIGATION DISTRICT

GREG SALYER
GENERAL MANAGER

DATE

OAKDALE IRRIGATION DISTRICT

STEVE KNELL
GENERAL MANAGER

DATE

CITY OF OAKDALE

BRYAN WHITEMYER
CITY MANAGER

DATE

ATTEST:

BY: _____
KATHY TEIXEIRA, CMC
CITY CLERK
CITY OF OAKDALE, STATE OF CALIFORNIA

APPROVED AS TO FORM:

BY: _____
TOM HALLINAN, CITY ATTORNEY

COUNTY OF STANISLAUS

TERRANCE WITHROW
CHAIR OF THE BOARD OF SUPERVISORS

DATE

CITY OF WATERFORD

TIM OGDEN, CITY MANAGER

DATE

CITY OF MODESTO

JAMES HOLGERSON, CITY MANAGER

DATE

CITY OF RIVERBANK

SEAN SCULLY
CITY MANAGER

DATE

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CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AUTHORIZING AND DIRECTING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FORMING THE STANISLAUS AND TOLOUMNE RIVERS GROUNDWATER BASIN ASSOCIATION GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 (“SGMA”), which authorizes local agencies to manage groundwater in a sustainable fashion; and,

WHEREAS, the legislative intent of SGMA is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and,

WHEREAS, SGMA requires that a GSA be formed for all basins designated by the Department of Water Resources as a high-priority basin, such as the Modesto Sub-basin (designated basin number 5-22.02 in the California Department of Water Resources CASGEM groundwater basin system((“Basin”), by June 30, 2017; and,

WHEREAS, SGMA permits a combination of local agencies to form a groundwater sustainability agency (“GSA”) through a Memorandum of Understanding (“MOU”); and

WHEREAS, the County of Stanislaus, the Oakdale Irrigation District, City of Riverbank, the City of Oakdale, the City of Modesto, the City of Waterford, and the Modesto Irrigation District (“MOU Agencies”) are all local agencies, as SGMA defines that term; and

WHEREAS, the MOU Agencies are committed to sustainable management of the Basin’s groundwater resources as shown by, among other actions, the MOU Agencies creation of the Stanislaus and Tuolumne Rivers Groundwater Basin Association (“STRGBA”) in 1994, which was created to ensure coordinated and effective management of the Basin; and

WHEREAS, the MOU Agencies each exercise jurisdiction upon lands overlying the Basin and are all committed to the sustainable management of the Basin’s groundwater resources; and

WHEREAS, the MOU Agencies have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the MOU Agencies operating through an MOU; and

WHEREAS, notice of a hearing on the MOU Agencies decision to form a GSA for the Basin ("Notice") has been published in the Riverbank News as provided by law; and

WHEREAS, on this day, the City of Riverbank City Council held a public hearing to consider whether it should enter into the Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency ("GSA MOU") (attached here to as Exhibit A) to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association GSA ("STRGBA GSA") for the Basin; and

WHEREAS, it would be in the best interests of the MOU Agencies to form the GSA for the Basin, and to begin the process of preparing a groundwater sustainability plan; and

WHEREAS, adoption of this resolution does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378(b) (5), including organization and administrative activities of government, because there would be no direct or indirect physical change in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby;

1. All the recitals in this resolution are true and correct and the City of Riverbank City Council so finds, determines and represents.
2. The City Clerk of the City of Riverbank is hereby authorized and directed to attest the signature of the authorized signatory, and to affix and attest the seal of the City of Riverbank, as may be required or appropriate in connection with the execution and delivery of the GSA MOU.
3. The City of Riverbank hereby elects to enter into the GSA MOU with the MOU Agencies to form the GSA for the Basin.
4. Within thirty (30) days of the date of this resolution, the City of Riverbank City Manager is directed to provide notice of City of Riverbank's to enter into the GSA MOU Agencies to form the GSA for the Basin ("Notice of GSA Election") to the California Department of Water Resources in the manner required by law.
5. One of the elements of the Notice of GSA Election is the boundaries of the area of the Basin or the portion of the Basin that the MOU Agencies intend to manage. Until further action of the MOU Agencies, the boundaries of the GSA shall be the boundaries of the portion of the Basin within the MOU Agencies combined jurisdiction. A copy of a map of the management area is attached as Exhibit B.
6. This resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January 24, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

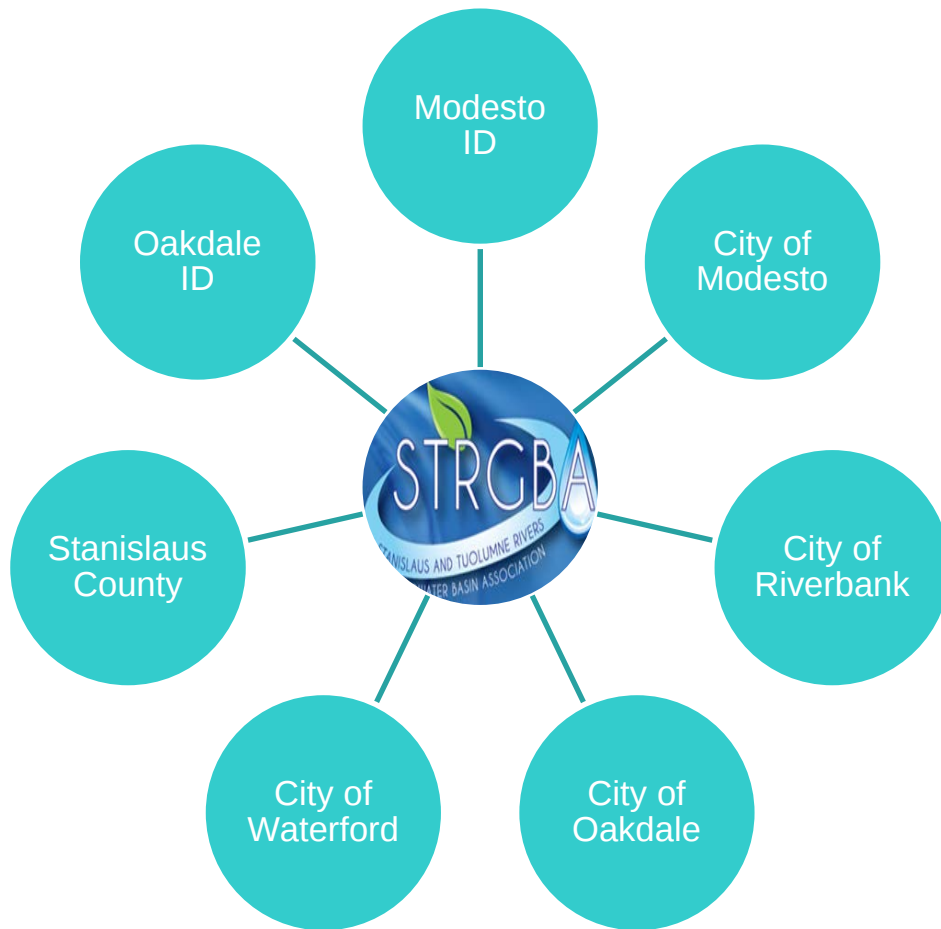
Attachments: MOU & Map

Stanislaus and Tuolumne Rivers Groundwater Basin Association

Groundwater Sustainability Agency MOU

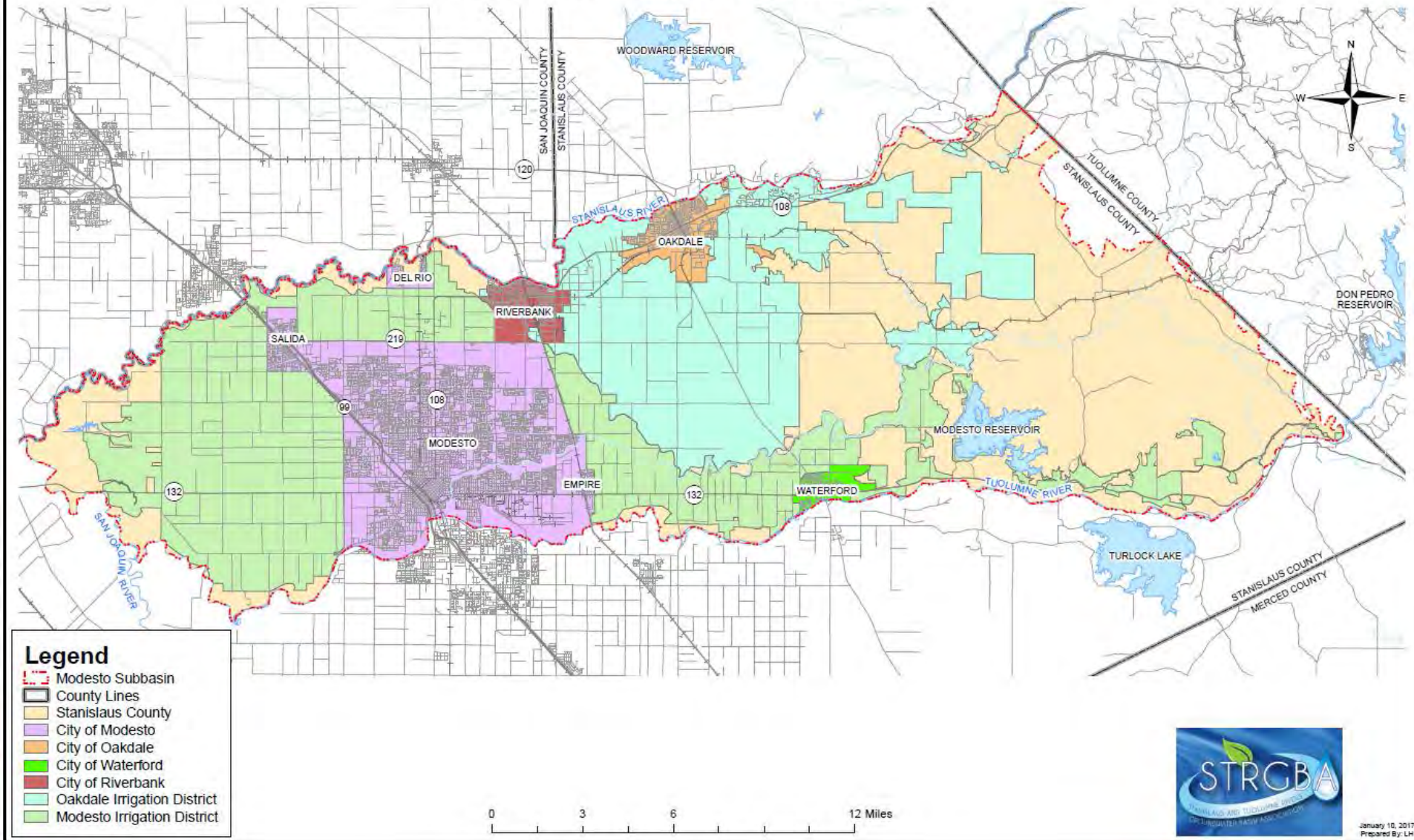
Michael Riddell
January 24, 2017

Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA)



- ▶ Formed in 1994 under a Memorandum of Understanding (MOU)
- ▶ Currently includes nearly all local agencies within Modesto Sub-basin
- ▶ Promote coordination of groundwater management planning activities and provides information and guidance for the management, preservation, protection and enhancement of groundwater quality and quantity in the sub-basin

Modesto Subbasin Agencies



January 10, 2017
Prepared By: LH

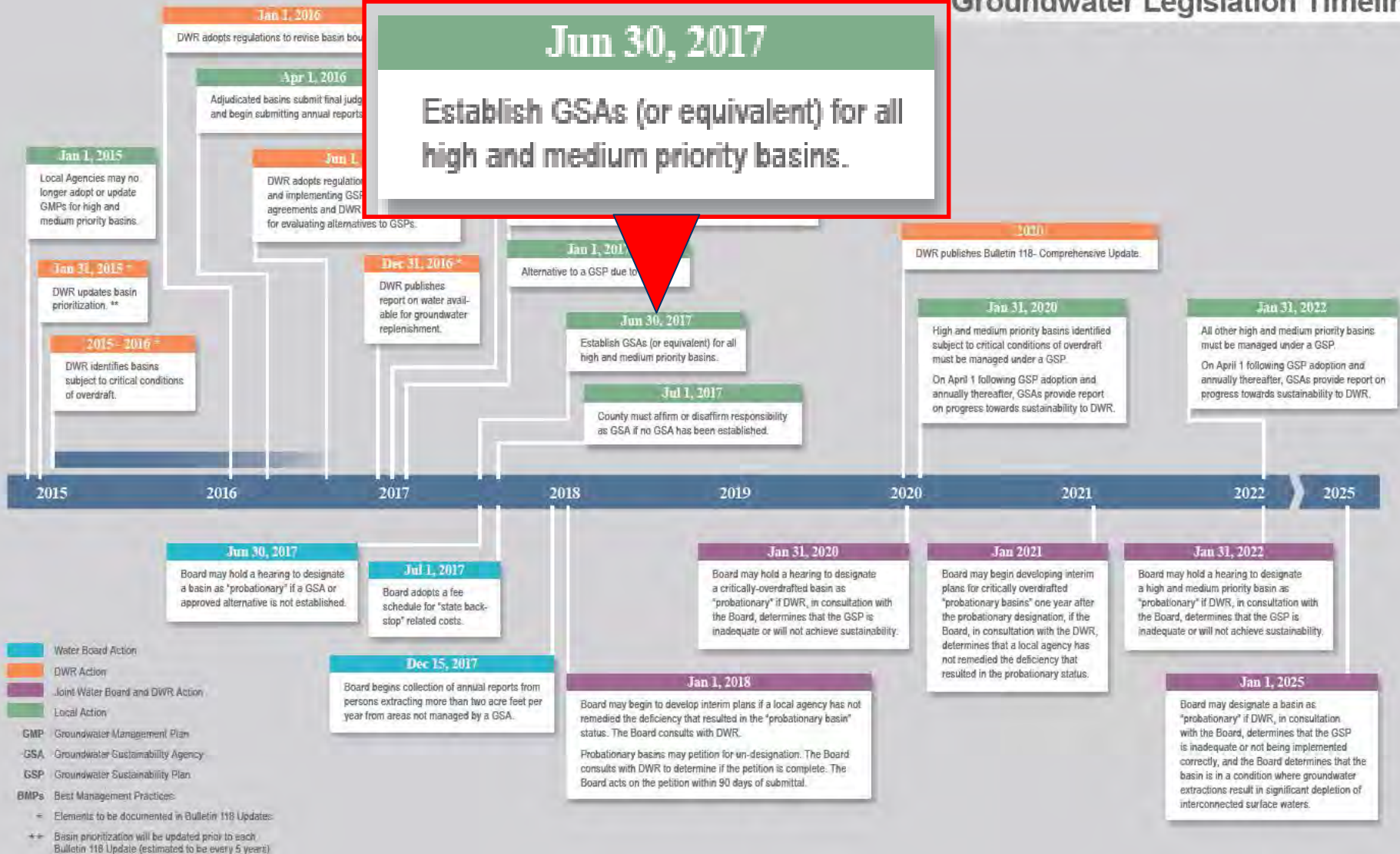
What has STRGBA done in the last 20+ years.....?

- Monthly meetings
- Recognized California Statewide Groundwater Elevation Monitoring (CASGEM) Monitoring Entity for the Modesto Sub-basin
- Work products:
 - Integrated regional groundwater management plan (IRGWMP), Recharge Characterization, United States Geological Survey (USGS) Hydrologic Characterization of Sub-basin, USGS Assessing Susceptibility to Contamination, USGS Groundwater Model

SGMA

- Sustainable Groundwater Management Act (SGMA) passed in 2014
- Provides a framework for sustainable management of groundwater supplies by local agencies
- Calls for the formation of Groundwater Sustainability Agencies (GSA) by June 30, 2017
- Call for preparation of Groundwater Sustainability Plans (GSP) and management under plans by January 31, 2022
- Achieve groundwater sustainability goals by January 31, 2042

Groundwater Legislation Timeline



Principles of GSA MOU

- “Soft Start”
- Introduce concept of a future Operating Agreement
- Robust enough to be approved by the Department of Water Resources (DWR)

Recommended Action

City Council adopt a resolution authorizing the City Manager to execute the Groundwater Sustainability Agency Memorandum of Understanding and to prepare and submit notice of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency's election to be the Groundwater Sustainability Agency for the Modesto Sub-basin to the California Department of Water Resources.



Questions?

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: January 24, 2017

Subject: A **Resolution** to Waive the Requested Fees for the Riverbank Chamber of Commerce for the Operation of the Farmer's Market and Authorization to Reimburse the Associated Enterprise Fund from the General Fund

From: Sean Scully, City Manager

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review the plans for the 2017 Farmer's Market and provide staff direction on the request to waive the fees for City services and if approved, authorize the reimbursement of the Enterprise Fund with a General Fund allocation.

SUMMARY

The Parks and Recreation Department has received a special event application from the Riverbank Chamber of Commerce to operate the Farmer's Market at the Community Center Park. Within the application the Chamber is requesting fees to be waived for City services and park rental. The Farmer's Market would be open on Friday evenings beginning June 2, 2017 through July 28, 2017. The hours of the market would be from 5:30 pm until 8:30 pm with set-up starting at 4:00 pm. The request includes use of the park until 11:00 pm for movie nights.

BACKGROUND

The Riverbank Chamber of Commerce operated a Farmer's Market for the past three summers. The market was located at the Community Center Park. The Chamber members would like to offer this event again this year.

The City Parks and Recreation Department had a booth with information and games and plans to provide that service in 2017 if the event moves forward.

The subject of fee waivers was brought to the City Council's attention at the May 13, 2014 City Council meeting and Council directed staff to bring new requests to Council for approval. The concern for the community Center/Enterprise Fund was discussed and it was decided that if a fee is waived that the enterprise fund would be reimbursed by the General fund to cover the fees for services.

FEE WAIVER REQUESTS

The specific fees that are being requested to be waived are as follows:

Park Aide Fees	\$324.00
Bounce House Permit Fee	\$ 25.00
Noise Permit Fee	\$ 25.00
Total:	\$374.00

If the fees are waived it is recommended that the amount of the waived fees be transferred from the General Fund to the Enterprise Fund to reimburse as follows:

Current Fiscal Year: \$230.00
2017-2018 Fiscal Year: \$144.00

If the permit fee is waived it is recommended that a permit still be required.

FINANCIAL IMPACT

If fees are waived there would be a \$374.00 financial impact to the General Fund.

ATTACHMENTS

1. Letter of request from the Riverbank Chamber of Commerce.
2. Resolution

Exhibit A



January 4, 2017

City of Riverbank
Parks & Recreation
6707 Third Street
Riverbank, CA 95367

Dear City of Riverbank Parks & Recreation Department

The Riverbank Chamber of Commerce will continue with the 2017 Farmers' Market. We will be changing the Market night to Friday nights. The Chamber feels this will better serve Riverbank residence that work out of area. We are also shortening our Market to the months of June and July, so that we do not conflict with school events in May and the start of school in August. The committee is already hard at work planning for the 2017 Farmers' Market Season. The Farmers' Market will open on June 2, 2017 and run every Friday night until July 28, 2017. Hours of the market will be 5:30 PM – 8:30 PM, with setup starting at 4:00 PM. We will need the park until 11:00 PM as we will be showing a movie each night.

We will have a Live Band and movie night each week. We will have bounce houses a few times throughout the season. We continue with the Kids Safety night and Back to School Backpack night. We ask that the City of Riverbank have their activity booth with games and crafts at the 2017 Farmers' Market for the entire season. We understand that the Community Center Facilities may not be available due to it being rented for another event.

We are asking the City of Riverbank to waive all fees for use of the Riverbank Community Center Park, but not limited to just the park use, i.e. Park Deposit, Park Attendant, Permit Filing Fee, Bounce House Permits, Noise Permit and any street closure fees. By waiving these fees it helps us with the expense of running the Farmers' Market and will make it possible to offset our expenses to have the Live Bands, Movie Nights, the Back to School Backpack Night and Kid's Safety night.

Best Regards,

A handwritten signature in black ink that reads "Garnette Martin". The script is cursive and fluid.

Garnette Martin
Director Riverbank Chamber of Commerce
Farmers' Market, Market Manager

P.O. Box 340 – Riverbank, CA 95367

Telephone 209.869.4541

Email: info@riverbankchamber.org – www.RiverbankChamber.org

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO WAIVE THE REQUESTED FEES FOR THE RIVERBANK CHAMBER OF COMMERCE FOR THE OPERATION OF THE FARMER'S MARKET AND AUTHORIZATION TO REIMBURSE THE ASSOCIATED ENTERPRISE FUND FROM THE GENERAL FUND

WHEREAS, the City of Riverbank City Council has received a request from the Riverbank Chamber of Commerce to waive all special event fees not to exceed \$400.00 for the Farmer's Market event; and

WHEREAS, from time to time, the City Council, upon request, waives fees for events that benefit the community; and

WHEREAS, the foregoing request of the wavier of fees will be for the period of operation of the Farmer's Market, which will begin on June 2, 2017 and end on July 28, 2017, at the Community Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the waiver of the Park Aide Fees, and Permit Fees as established in the Special Event Application for the operation of the 2017 Farmer's Market, not to exceed the amount of \$400, and that the amount waived shall be reimbursed to the associated Enterprise Fund from the General Fund.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: January 24, 2017

Subject: A **Resolution** Authorizing the Execution of a Performance Agreement with Chris Ricci Presents Inc. for the Planning, Organizing and Implementation of the Cheese and Wine Festival and Appropriating \$15,000 from the General Fund for Said Services

From: Sean Scully, City Manager

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2017 Cheese & Wine Festival.

INTRODUCTION

On December 13, 2016, the City Council approved City staff moving forward with the Cheese and Wine Festival for 2017 and gave the direction to continue contracting with Chris Ricci Presents, Inc.

BACKGROUND

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

The City Parks and Recreation Department has contracted with Chris Ricci Presents, Inc. for the past three years for the coordination of the festival. The performance agreement for services needs to be updated by Resolution for the 2017 year and is attached as Exhibit A.

FINANCIAL IMPACT:

The performance agreement engages Chris Ricci Presents, Inc. to provide event coordination services and establishes that the costs for those services is \$15,000. The appropriation of \$15,000 from the General Fund would only be utilized in the event that the Festival does not generate sufficient revenue to cover the agreed upon amount.

Over the past three years the Festival has been financially successful and has not required funding from the General Fund.

ATTACHMENTS:

- 1- Resolution
- 2- Performance Agreement with Attachments Exhibit A, Exhibit B, Exhibit C, and Exhibit D

CITY OF RIVERBANK

RESOLUTION NO. 2017-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE EXECUTION OF A PERFORMANCE AGREEMENT WITH CHRIS
RICCI PRESENTS INC. FOR THE PLANNING, ORGANIZING AND
IMPLEMENTATION OF THE CHEESE AND WINE FESTIVAL AND APPROPRIATING
\$15,000 FROM THE GENERAL FUND FOR SAID SERVICES**

WHEREAS, the Cheese and Wine Festival ("Festival") has been a tradition in the City of Riverbank ("City") for several years and from 2006 – 2013, the Riverbank Rotary Club administered the Festival, establishing it as a safe and enjoyable event; and

WHEREAS, in 2014, the City took over the Festival from the Rotary Club as requested by the City Council for the years of 2014, 2015, and 2016; and

WHEREAS, on December 13, 2016, the City Council directed City staff to continue with the operations of providing the Festival for 2017; and

WHEREAS, in order to continue providing the Festival, the City requires event coordination services from an outside contractor; and

WHEREAS, the City Council approved the event coordination services of Chris Ricci Presents, Inc. to coordinate the Festival in 2014, 2015 and 2016, and therefore wishes to continue working with Chris Ricci Presents, Inc. for this year's 2017 Festival; and

WHEREAS, the Performance Agreement engages Chris Ricci Presents, Inc., to provide event coordination services and establishes that the costs for those services is \$15,000 to be paid in three payments. The first payment of \$5,000 is due in June 2017, the second \$5,000 installment is due in July 2017, and the final \$5,000 payment is due in October 2017; and

WHEREAS, the appropriation of \$15,000 from the General Fund would only be utilized, in the event that the Cheese and Wine Festival does not generate sufficient revenue to cover the \$15,000 agreed upon.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the Performance Agreement between Chris Ricci Presents, Inc. and the City of Riverbank, attached hereto as **Exhibit A**, and authorizes the appropriation of \$15,000 from the General Fund as specified in the Performance Agreement, to be utilized in the event that the Festival does not generate sufficient funds to cover the agreed upon cost.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A – Performance Agreement with Chris Ricci Presents, Inc.

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 24th of January, 2017 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City has obtained the rights to own and operate the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On January 27, 2014, the Riverbank City Council (“City Council”) directed City staff to hire an event coordinator to assist in carrying out the Festival.

C. Subsequently, City staff advertised a “Request for Proposal/Qualifications” for interested parties to submit proposals to the City for the coordination of the 2014 Festival (the “RFP”). A true and correct copy of the RFP is attached and incorporated herein as **Exhibit A**.

D. On February 18, 2014, City closed the RFP and was in receipt of proposals from three companies, including a proposal from Consultant. A true and correct copy of Consultant’s RFP proposal is attached and incorporated herein as **Exhibit B**.

E. After reviewing the proposals, City elected to contract with Consultant based on its qualifications.

F. On December 13, 2016, the City Council approved the City’s continued operation of the Cheese & Wine Festival for 2017.

G. On January 24, 2017 the City Council authorized the City Manager to enter into the agreement.

H. Consultant desires to perform the services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in **Exhibit C**, attached hereto (the “Services”) and the Performance Agreement Amendment set forth in **Exhibit D**. Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in Exhibit A will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. Consultant Requested Modification in Services. Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

b. City agrees that the Services require a Modification;

c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in Exhibit C:

- a. Five Thousand Dollars (\$5,000.00) due on or before June 29, 2017.
- b. \$5,000.00 due on or before July 28, 2017.
- c. \$5,000.00 due on or before October 20, 2017.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

Section 3. Late Payment. Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. Term and Time For Completion. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. Time of Performance. Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. Independent Contractor. Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. Sub-Consultants. Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. **Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services.** No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. Compliance with Laws and Standards. Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. Insurance. Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. Workers Compensation. Consultant shall carry such insurance as will protect City and Consultant from claims under Worker's Compensation and Employers' Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. General Liability. City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverage's. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in

writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be consider a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

Section 10. Indemnification and Hold Harmless. Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

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

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

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant's indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

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

If to City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Clerk

And to: Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant: Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci, President

Section 19. General Terms and Conditions.

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

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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

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

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

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

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

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

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

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

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

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

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

19.14. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.

CITY:

**City of Riverbank, a municipal corporation
of the State of California**

By: _____
Sean Scully, City Manager

Date Signed: _____

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

Consultant:

Chris Ricci Presents, Inc., a California corporation

By: _____
Chris Ricci, President

Date Signed: _____

PROPOSED

EXHIBIT A

REQUEST FOR PROPOSALS/QUALIFICATIONS

REQUEST FOR PROPOSAL/QUALIFICATIONS

Riverbank Cheese & Wine Festival Event Coordinator

Proposal Due Date: Tuesday, February 18, 2014, by 5:00 p.m., PST

Submit Proposal to: Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

Introduction and Purpose:

The City of Riverbank is seeking proposals for the coordination of the 2014 Riverbank Cheese & Wine Festival. Proposals will be accepted from firms or individuals with a minimum of three years experience organizing large community events or festivals. The contract amount and contract terms are negotiable.

Background

The Riverbank Cheese & Wine Festival has been held the second weekend in October for over 37 years. The Riverbank Chamber of Commerce coordinated the event for many years. The Riverbank Rotary administered the event for the past 8 years. The City of Riverbank will oversee the event this year but requires the services of an experienced Event Coordinator or firm that specializes in large events.

Services to be Performed

Under the direction of the City of Riverbank plan, organize and implement the Cheese & Wine Festival or Festival of a similar type.

Assist the City with the transition of the Cheese & Wine Festival administered by a local nonprofit to being administered by the City. This may involve recreating the event or making positive changes to the event.

Work effectively with City staff, Sheriff's Department, vendors, residents, businesses, and the general community to create a financially stable, safe and enjoyable event for our City.

Work will include, but not be limited to, preparing advertising, reports, evaluation, and securing sponsorships.

Involve and work closely with our local nonprofit groups to give them the opportunity for fundraising and assisting with components of the event.

Format and Timing of Submittals and Award

The proposal should be typed and in letterform. A resume may be attached. The proposal should list qualifications and experience in operating the logistics, finances, public relations and overall outcome of large community events.

The Request for Proposal is due by Tuesday February 18, 2014, by 5:00 P.M.

Proposals will be reviewed by City staff and the most qualified will be contacted for the next steps in the process.

All firms meeting the requirements of this RFP are invited to respond. Three (3) copies of the proposal must be submitted:

**Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367**

Responses to this RFP must be received by the City of Riverbank, Attn: Sue Fitzpatrick, PRIOR to 5:00 p.m., PST, Tuesday, February 18, 2014. Any response received after this time shall not be considered and will not be opened. Facsimile and email responses are NOT acceptable when in response to this Request for Proposals.

If you have any questions, please contact Sue Fitzpatrick at 209-863-7140

EXHIBIT B

CHRIS RICCI PRESENTS, INC. PROPOSAL

Exhibit B



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

Introduction:

The festival business in the valley is going through a difficult period. Between declining attendance and receding sponsorship revenues, festival producers are being forced to reorganize operations to reflect the current economic and social realities.

Although the economy is beginning to show some signs of recovery, our valley communities are adjusting to a new normal. They no longer go out to dinner as frequently or attend every event they have interest in. People focus on those one or two big events that they look forward to every month. Anything that doesn't reach that pinnacle gets cut.

The mindset of the festival goer has also undergone a massive change. While local law enforcement has been cut to the bone, state law enforcement has seen hardly any changes in funding. This has resulted in massive state DUI enforcement that has moved from freeways to state highways to city streets. Festivals have become one of the targets for this enforcement. The fear created by DUI enforcement has had a massive impact on the festival going psyche.

The Riverbank Cheese and Wine festival will need to create a new and innovative approach if it is to survive this fundamental shift in the valley's economic and social consciousness. Expenses will need to be ruthlessly examined and cuts will need to be made. Fresh ideas will need to be developed to create interest and draw at the event. Sponsorship income will need to be developed from new sources. Marketing will need to reflect advertising's massive evolution with a focus on both traditional media, but giving equal effort to social media. Finally transportation will need to be made available to create a safe non-DUI environment.

Background:

Chris Ricci Presents, Inc. has been producing concerts in the central valley since 1999. Events that have been produced by Chris Ricci Presents in the Modesto Area include the Stockton Miracle Market, B93.1's Summerfest, The Modesto Art and Wine Festival, Lucky Fest, X Fest, and management of the Fat Cat Music House and Lounge. Outside of Modesto Chris Ricci Presents, Inc. produced the Shoreline Jam in Long Beach at the Queen Mary, Moody Gardens Concert Series in Galveston, and X Fest Las Vegas under its former subsidiary the Producing Group, LLC.. Chris Ricci Presents utilizes a low overhead common sense approach to events. We maximize value for customers, while keeping expenses at reasonable levels. We value long term relationships over short term profit.

Services to be Performed:

Chris Ricci Presents, Inc. will plan, organize, and execute the Riverbank Cheese & Wine Festival. This will include meetings with the City of Riverbank to outline a plan to insure the long term success and revitalization of the event.

Chris Ricci Presents, Inc. will execute the following:

Weekly event meetings: Discuss budgeting, event execution, sponsorship development, concept exploration, and community inclusion

Talent Booking: Book all talent that is to perform at the event

Marketing: Develop a marketing budget and plan to increase attendance and sponsor value

Ticketing: Implementation of a ticketing system that includes on-line, local outlet sales, and community consignments.

Event Production: Full event coordination including all facets of production. When working on event production these bullet points will also consist of bidding, budgeting, and execution at the event. Key elements of event production include:

- Security coordination
- Law Enforcement coordination
- Sound / Lights / Staging
- Stagehands / Production Crew
- Garbage / Cleanup
- Equipment Rental
- Electrical coordination / Distribution
- Event Medical Coordination
- Street Closure
- Tent Bids
- Vendor Coordination
- Communications
- Alcohol Management

Sponsor Development: Chris Ricci Presents will provide consultation and expertise in the area of sponsorship development. This will include sponsorship package creation and assistance in contracting a sales team to preserve current sponsorship revenues and explore new opportunities.

Vendor Development: Chris Ricci Presents will provide vendor development to preserve current vendors and increase overall participation.

Transportation Plan: Chris Ricci Presents will create a plan to increase DUI Awareness, responsible alcohol consumption, and safe rides.

Cost: Chris Ricci Presents, Inc. will be compensated \$15,000 for the above services.



2501 Vienna Court, Modesto, CA 95355 Phone: 209-312-3463 Fax: 209-524-1929

CHRIS RICCI – EVENT PRODUCER / TALENT BUYER / PROMOTER –February 2014 Resume

Principle responsibilities: book talent, create profitable events, club and festival management, concert promotion / production, management of security, marketing

Experience-

20 years as a Producer / Talent Buyer in Northern and Southern California
Over 1,000 concerts booked and produced
Former Chairman and current Board Member City of Modesto Entertainment Commission (2009-Current)
Board Member Stanislaus County Education Foundation
Board Member Boys and Girls Club of Stanislaus County
President Modesto Downtown Entertainment District Task Force
Member Modesto Rotary Club

Current Clients / Projects-

Owner – Chris Ricci Presents, Inc. (See CRP Projects below) (1999-Current)
Owner – Lucky Fest Modesto – 5000 in attendance – (2011-current)
Owner – The Summoning Halloween Party – 4000 in attendance (2014-current)
Owner – Xclamation Festival Modesto – 20,000 in attendance – (1999-current)
General Manager - Fat Cat Music House and Lounge – 500 capacity venue (2001-current)
Producer - Tresetti's Fat Tuesday – 2500 in attendance –(2000-current)
Owner - Modesto Area Music Awards (Mama Awards) – 500 in attendance – (2000-current)

Past Clients-

Partner – The Producing Group, LLC – (2005-2013)
Producer - Shoreline Jam (TPG) – Queen Mary, Long Beach, 5500 in attendance – (2011)
Producer - Modesto Art and Wine Festival – 10,000 in attendance – 2005-2010
Producer - Moody Gardens Concert Series (TPG) Moody Gardens Galveston, Texas – 2008-2009
Producer - X Fest Las Vegas Festival (TPG) – 6,000 in attendance –2008
Producer - Rock 96.7 Rockstock / Modesto – 8000 capacity Heavy Rock Festival 2002
Producer - B93.1 SummerFest / Modesto – 8000 capacity Pop Music Festival – 1998-2002, 2004-2005
Producer - B93.1 Extreme Halloween / Modesto –2500 capacity Halloween Party / Concert – 1998-2002
Producer - Mega 96.7 Mega Jam / Modesto –8000 capacity Jamming Oldies Concert 1999-2000
Talent Buyer - Fahn and Company Presents / Sacramento – Clubs and Festivals 1997-1998
Talent Buyer - 4th and B / San Diego –1500 - capacity venue – 1996-1997
Marketing - The Coach House / San Juan Capistrano – 500 capacity venue – 1995-1996
Marketing - Galaxy Theatre / Santa Ana – 750 capacity venue – 1995-1996
Marketing - Ventura Theatre – 1200 capacity venue – 1995-1996
Producer – University of San Diego Concert Series – 1994-1995

Education-

University of San Diego 1991-1995
BA History / Business Minor

Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

EXHIBIT C

SCOPE OF WORK

Exhibit B



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

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Although the economy is beginning to show some signs of recovery, our valley communities are adjusting to a new normal. They no longer go out to dinner as frequently or attend every event they have interest in. People focus on those one or two big events that they look forward to every month. Anything that doesn't reach that pinnacle gets cut.

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Producer – University of San Diego Concert Series – 1994-1995

Education-

University of San Diego 1991-1995
BA History / Business Minor

Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

EXHIBIT D
PERFORMANCE AGREEMENT AMENDMENT
2017 CHEESE & WINE FESTIVAL

IT HAS BEEN JOINTLY AGREED UPON BY BOTH PARTIES, CHRIS RICCI PRESENTS, INC. AND THE CITY OF RIVERBANK, THAT THE FOLLOWING AMENDMENTS TO THE PERFORMANCE AGREEMENT BE MADE FOR THE 2017 CHEESE & WINE FESTIVAL:

VENDOR COORDINATION: THE VENDOR COORDINATION WILL BE A JOINT EFFORT BETWEEN CHRIS RICCI AND CITY STAFF. THE RESPONSIBILITIES ARE AS FOLLOWS;

CITY STAFF

- SEND OUT EMAILS AND NOTIFICATION TO VENDORS
- TAKE PHONE CALLS AND ANSWER EMAILS IN A TIMELY MANNER
- SEEK NEW VENDOR CONTACTS
- UPDATE VENDOR FORMS AND MAKE ADJUSTMENTS ON FEES FOR VENDORS TO ATTRACT ADDITIONAL CRAFT VENDORS
- PREPARE PROGRESSIVE MAP AND ASSIGN SPACES AS VENDORS APPLICATIONS ARE RECEIVED
- COMMUNICATE INFORMATION TO VENDORS ON ENTRANCE, SET UP TIME, RULES ETC.
- COLLECT VENDOR FEES

CHRIS RICCI PRESENTS, INC

- ASSIST CITY STAFF WITH LOGISTICS OF VENDORS
- ASSIST CITY STAFF WITH FIRE INSPECTION, FOOD PERMIT DETAILS AND PROBLEM SOLVING
- ASSIST CITY STAFF WITH THE TENT FOR CRAFT VENDORS AND NEW IDEAS TO IMPROVE THIS PORTION OF THE FESTIVAL
- ON EVENT WEEKEND, BE PRESENT TO ASSIST WITH VENDOR SET UP, BREAKDOWN AND PROBLEM SOLVING
- ASSIST CITY IN BEING SURE THAT VENDOR OVERALL REVENUE INCREASES EVEN WITH ADJUSTMENT TO CRAFT BOOTH FEES

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	January 24, 2017
Subject/ Title:	A Resolution Authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the Riverbank Cheese and Wine Festival
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council motion to adopt the proposed Resolution authorizing the Mayor to enter into a lease agreement with Chris Ricci Presents, Inc. for the area associated with the Cheese and Wine Festival held October 14, 2017 and October 15, 2017.

SUMMARY

The City of Riverbank ("City") plans to hold the 41st annual Cheese and Wine Festival ("Festival") on October 14th and 15th, 2017. The City has entered into an agreement with Chris Ricci Presents, Inc. ("Chris Ricci Presents") to provide event coordination for the Festival. In furtherance of the agreement with Chris Ricci Presents, City staff proposes that the City enter into a lease agreement with Chris Ricci Presents to temporarily lease the property upon which the Festival will be held on October 14, 2017 and October 15, 2017.

The resolution, if adopted, will authorize the Mayor to execute a lease agreement with Chris Ricci Presents.

BACKGROUND

The City has organized the Festival for a number of years and has previously worked with Chris Ricci Presents to coordinate and manage the Festival. The Festival continues to grow in size and popularity. The increased interest requires that Chris Ricci Presents and the City have more flexibility in managing the area and streets where the Festival will be held. The lease agreement does not charge rent to Chris Ricci

Presents for the two-day lease but instead provides the City and Chris Ricci Presents with safeguards in the form of insurance requirements and other provisions for providing a Festival that serves the residents of the City and the greater community at large who may wish to attend the Festival. This will ensure that the Festival continues to be a successful and enjoyable activity that brings City residents and visitors from near and far to City events.

FINANCIAL IMPACT

There is no direct cost to the City in entering into the lease agreement. The City has already entered into a separate agreement with Chris Ricci Presents for services.

ATTACHMENT

1. Resolution
2. Temporary Lease Agreement with Exhibit A – copy of Performance Agreement with its attached Exhibits A-D

CITY OF RIVERBANK

RESOLUTION NO. 2017-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT
WITH CHRIS RICCI PRESENTS, INC. FOR THE RIVERBANK CHEESE AND WINE
FESTIVAL**

WHEREAS, the City has previously entered into a contract with Chris Ricci Presents to provide event coordination for the annual Cheese and Wine Festival; and

WHEREAS, on January 24, 2017, an agreement with Chris Ricci Presents to provide such services was executed; and

WHEREAS, in furtherance of the partnership between the City of Riverbank and Chris Ricci Presents, Inc. the City desires to temporarily lease City-controlled property to Chris Ricci Presents for the Cheese and Wine Festival time period of October 14, 2017 through October 15, 2017; and

WHEREAS, pursuant to Government Code sections 37380(a) and 40602(b) the City may lease property it owns or controls through an agreement signed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the Mayor of the City to execute an agreement, hereto as **Exhibit A**, with Chris Ricci Presents to lease the property upon which the Cheese and Wine Festival for the time period of October 14, 2017 through October 15, 2017.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Exhibit A - Copy of Lease Agreement with Chris Ricci, Inc.

TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT (the "Lease") is made and entered into on this 24th day of January, 2017, by the City of Riverbank, a California municipal corporation (the "City"), and Chris Ricci Presents, Inc., a California corporation (the "Lessee"). City and Lessee shall be referred to herein individually as "Party" and collectively as the "Parties". There are no other parties to this Lease.

RECITALS

A. City desires to lease to Lessee certain real property, including any and all improvements, in the City of Riverbank, County of Stanislaus, State of California that will be used in conjunction with the services Lessee has agreed to provide for the Riverbank Cheese and Wine Festival, the scope of which is described in the Performance Agreement the City and Lessee entered into on January 24, 2017 and is attached hereto as **Exhibit A** (the "Property"); and

B. City, as a municipal corporation, may lease property it owns or controls pursuant to Government Code section 37380(a); and

C. Lessee desires to lease the Property from the City for uses related to the Riverbank Cheese and Wine Festival; and

D. This Lease does not involve a public project as defined in Public Contract Code section 20161, and does not require bidding pursuant to Public Contract Code section 20162.

NOW, THEREFORE, with reference to these recitals and on the terms and conditions contained in this Lease, City agrees to lease the Property to Lessee on the following terms and conditions:

AGREEMENT

Section 1. Recitals. The recitals above are true and correct and are hereby incorporated into and made part of this Lease by this reference. In the event of any inconsistency between the recitals and Sections 1 through 20 of this Lease, Sections 1 through 20 shall prevail.

Section 2. Effective Date. This Lease and all of its provisions shall become effective once it is executed by all of the Parties (the "Effective Date").

Section 3. Term of Lease. The term of this Lease shall be for a period of two (2) days ("Term") commencing on 6:00 a.m. October 14, 2017 and expiring 11:59 p.m. October 15, 2017 ("Expiration Date"). Either Party may terminate this Lease prior to the Expiration Date by providing the other Party written notice of the intent to terminate at least thirty (30) calendar days in advance of any early termination date.

Section 4. Condition of the Property. Lessee acknowledges and agrees that the Property is to be leased to Lessee in an “as is” condition with all faults. City does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, its suitability for Lessee’s Intended Use (as defined below) or use of the Property or any such related matters. Lessee agrees with and represents to City, that the Property has been inspected by it and that the Lessee has been assured by means independent of City or City’s agents of the truth of all facts material to this Lease and that the Property is being leased by Lessee as a result of its inspection and investigation and not of a result of any representations made by City and City’s agents.

Section 5. Permitted Uses of the Property. Lessee shall use the Property for activities related to the annual Riverbank Cheese and Wine Festival as detailed in **Exhibit A.** (the “Intended Use”). Lessee shall only use the Property for the purposes provided herein or uses that are incidental, supporting and compatible with the uses provided herein.

Section 6. Changes in Permitted Uses. If Lessee desires to change the use of the Property to another use or uses, or add another use, such change in use shall require the prior written approval of the City.

Section 7. Compliance with Laws. Lessee shall promptly comply with all laws and with the requirements of any governmental authority having jurisdiction over Property, including but not limited to: the federal government, the state of California, the County of Stanislaus, all ordinances of the City, and all rules and regulations of the police and fire departments or other municipal authorities of the County of Stanislaus or the City that have authority over the premises. Lessee’s compliance may include the obligation to make improvements, repairs, and alterations on the Property whether such compliance was foreseen or unforeseen. Lessee shall immediately furnish City with a copy of any notices received from any governmental agency, financial institution, insurance company, or inspection bureau pertaining to or in connection with the Premises.

Section 8. City’s Access to Property. City or City’s agents, representatives or employees retain the right to enter the Property at all reasonable times to determine whether Lessee is complying with the terms of this Lease, to perform any other obligation of Lessee after Lessee’s failure to perform same, if Lessee defaults under this Lease, and for the purpose of doing other lawful acts that may be necessary to protect the City’s interest in Property. City shall be permitted to enter on the Property, as may reasonably be necessary, in order to make improvements or do other work, or to make improvements, repairs, or maintenance to adjacent property owned by City. Nothing in this section shall imply any duty on the part of the City to make any inspection or take any action related to the Property.

Section 9. Assignment and Subleasing. Lessee shall not assign, transfer or encumber this Lease or any interest herein without the prior written consent of City. Lessee shall not sublease all or any part of the Property or allow any persons other than Lessee’s agents, subcontractors or employees to use all or part of the Property without the prior written consent of City. City’s consent to one assignment, sublease, occupations, or use by another person shall not be deemed to be a consent to any subsequent assignment, sublease or occupation or use by any other person.

Any assignment or sublease without the prior written consent of City shall be void. City shall have the right to assign or transfer all or any part of this Lease or any rights to it at any time without Lessee's consent.

Section 10. Insurance Coverage. Lessee, and any and all of Lessee's subcontractors, shall at all times during the Lease Term maintain and keep in force insurance coverage with an insurer approved by City which will adequately protect City against liability and property damages upon the Property. The minimum coverage required by this section shall be liability insurance for two million dollars (\$2,000,000.00) per injury or occurrence. Proof of the insurance coverage obtained by Lessee shall be given to City at least thirty (30) calendar days before the Lease Term commences in the form of a Certificate of Liability issued by the insurer.

Such insurance shall also:

A. Name City and its officers, employees, agents and representatives, as additional insured by endorsement with respect to the performance of this Lease. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

B. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents, and representatives.

C. Contain standard separation of insured provisions.

Section 11. Indemnification of City. Lessee shall indemnify, hold harmless and defend City and City's officials, employees, agents, representatives and contractors from all liability associated with the Property or Lessee's operations, business, conduct, or management of the Property, or any act, omission, or negligence of Lessee or any other Lessee's representatives, subcontractors or invitees, pertaining to this Lease and the use of the Property contemplated herein. This indemnification shall extend and protect City against any liability, claim, suit, action or other proceeding for damage of any kind relating to the Property, directly or indirectly, allegedly suffered, incurred, or threatened including: personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was foreseeable by City or Lessee prior to execution of this Lease.

Section 12. Termination of Lease and Remedies. In the event of any default by Lessee, in addition to any and all other rights and remedies available to City at law or in equity, City shall have the right to immediately terminate this Lease and all rights of Lessee hereunder by giving written notice to Lessee of such election by City, in the manner provided in Section 17 of this Lease. If City shall elect to terminate this Lease, then it may recover any amount permitted under California law.

Section 13. Remedies Cumulative. All rights and remedies under this Lease shall be nonexclusive of and in addition to any other remedy available at law or in equity.

Section 14. Destruction of Premises. In the event that the Lessee causes or allows the total or partial destruction of the Property, the Lessee, at its sole expense, shall repair, reconstruct or cause to repair or reconstruct any damaged property or structure of the City.

Section 15. Surrender of Property. Lessee agrees that, on expiration of the Lease Term, the Property and all attachments, fixtures and improvements thereon, shall be surrendered to City in good order, condition, and repair.

Section 16. Expenses of Enforcement. Should any legal action or proceeding be necessary to enforce or interpret this Lease, the prevailing Party shall be entitled to reasonable costs of enforcement or interpretation, including but not limited to, attorney fees, costs, disbursements, and collection costs in addition to other relief to which such Party is entitled.

Section 17. Notice. Any notice or communication required hereunder between City and Lessee must be in writing, and may be given either personally, by email, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email, a notice or communication shall be deemed to have been given and received upon the email timestamp of the receiving party. Notice transmitted by email after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to be given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Clerk

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

If to Lessee: Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci

Any Party may change their address for the purposes of this section by giving written notice of the change to the other Parties in the manner provided in this section.

Section 19. Amendments to Lease. This Lease may be supplemented, amended, or modified only by the mutual written consent of the Parties. No supplement, amendment, or modification of this Lease will be binding unless it is in writing and signed by all of the Parties. No provisions in either Party's correspondence or other business forms used by either Party will supersede or add to the terms and conditions of this Lease.

Section 20. General Provisions.

A. Time of Essence. Time is of the essence for this Lease and each provision contained within is made and declared to be a material, necessary and essential part of this Lease.

B. Partial Invalidity. If a court or an arbitrator of competent jurisdiction holds any provision of this Lease to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Lease would be defeated by the loss of the illegal, unenforceable, or invalid provision.

C. Ambiguities. Each Party has participated fully in the review and execution of this Lease. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Lease.

D. Headings Not Controlling. The headings in this Lease are included for convenience only and neither affect the construction or interpretation of any provision in this Lease nor affect any of the rights or obligations of the Parties to this Lease.

E. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Lease.

F. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of California.

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

H. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any

waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by City of any performance by Lessee after the time the same was due shall not constitute a waiver by City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by City in writing.

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

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

IN WITNESS WHEREOF, City and Lessee have duly executed this Lease, with the intention of being bound by it as of the Effective Date set forth above.

CITY:

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

By: _____
Richard O'Brien, Mayor

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

LESSEE:

Chris Ricci Presents, Inc., a California corporation

By: _____
Chris Ricci, President

Date: _____

EXHIBIT A
PERFORMANCE AGREEMENT

PROPOSED

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 24th day of January, 2017 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City has obtained the rights to own and operate the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On January 27, 2014, the Riverbank City Council (“City Council”) directed City staff to hire an event coordinator to assist in carrying out the Festival.

C. Subsequently, City staff advertised a “Request for Proposal/Qualifications” for interested parties to submit proposals to the City for the coordination of the 2014 Festival (the “RFP”). A true and correct copy of the RFP is attached and incorporated herein as **Exhibit A**.

D. On February 18, 2014, City closed the RFP and was in receipt of proposals from three companies, including a proposal from Consultant. A true and correct copy of Consultant’s RFP proposal is attached and incorporated herein as **Exhibit B**.

E. After reviewing the proposals, City elected to contract with Consultant based on its qualifications.

F. On December 13, 2016, the City Council approved the City’s continued operation of the Cheese & Wine Festival for 2017.

G. On January 24, 2017 the City Council authorized the City Manager to enter into the agreement.

H. Consultant desires to perform the services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in **Exhibit C**, attached hereto (the “Services”) and the Performance Agreement Amendment set forth in **Exhibit D**. Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in Exhibit A will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. Consultant Requested Modification in Services. Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

b. City agrees that the Services require a Modification;

c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in Exhibit C:

- a. Five Thousand Dollars (\$5,000.00) due on or before June 29, 2017.
- b. \$5,000.00 due on or before July 28, 2017.
- c. \$5,000.00 due on or before October 20, 2017.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

Section 3. Late Payment. Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. Term and Time For Completion. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. Time of Performance. Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. Independent Contractor. Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. Sub-Consultants. Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. **Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services.** No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. Compliance with Laws and Standards. Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. Insurance. Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. Workers Compensation. Consultant shall carry such insurance as will protect City and Consultant from claims under Worker's Compensation and Employers' Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. General Liability. City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverage's. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in

writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be consider a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

Section 10. Indemnification and Hold Harmless. Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

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

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

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant's indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

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

If to City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Manager

And to: Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant: Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci, President

Section 19. General Terms and Conditions.

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

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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

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

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

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

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

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

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

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

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

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

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

19.14. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.

CITY:

**City of Riverbank, a municipal corporation
of the State of California**

By: _____
Sean Scully, City Manager

Date Signed: _____

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

Consultant:

**Chris Ricci Presents, Inc., a California
corporation**

By: _____
Chris Ricci, President

Date Signed: _____

COPY

EXHIBIT A

REQUEST FOR PROPOSALS/QUALIFICATIONS

COPY

EXHIBIT B

CHRIS RICCI PRESENTS, INC. PROPOSAL

COPY

EXHIBIT C

SCOPE OF WORK

COPY

EXHIBIT A

REQUEST FOR PROPOSALS/QUALIFICATIONS

REQUEST FOR PROPOSAL/QUALIFICATIONS

Riverbank Cheese & Wine Festival Event Coordinator

Proposal Due Date: Tuesday, February 18, 2014, by 5:00 p.m., PST

Submit Proposal to: Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

Introduction and Purpose:

The City of Riverbank is seeking proposals for the coordination of the 2014 Riverbank Cheese & Wine Festival. Proposals will be accepted from firms or individuals with a minimum of three years experience organizing large community events or festivals. The contract amount and contract terms are negotiable.

Background

The Riverbank Cheese & Wine Festival has been held the second weekend in October for over 37 years. The Riverbank Chamber of Commerce coordinated the event for many years. The Riverbank Rotary administered the event for the past 8 years. The City of Riverbank will oversee the event this year but requires the services of an experienced Event Coordinator or firm that specializes in large events.

Services to be Performed

Under the direction of the City of Riverbank plan, organize and implement the Cheese & Wine Festival or Festival of a similar type.

Assist the City with the transition of the Cheese & Wine Festival administered by a local nonprofit to being administered by the City. This may involve recreating the event or making positive changes to the event.

Work effectively with City staff, Sheriff's Department, vendors, residents, businesses, and the general community to create a financially stable, safe and enjoyable event for our City.

Work will include, but not be limited to, preparing advertising, reports, evaluation, and securing sponsorships.

Involve and work closely with our local nonprofit groups to give them the opportunity for fundraising and assisting with components of the event.

Format and Timing of Submittals and Award

The proposal should be typed and in letterform. A resume may be attached. The proposal should list qualifications and experience in operating the logistics, finances, public relations and overall outcome of large community events.

The Request for Proposal is due by Tuesday February 18, 2014, by 5:00 P.M.

Proposals will be reviewed by City staff and the most qualified will be contacted for the next steps in the process.

All firms meeting the requirements of this RFP are invited to respond. Three (3) copies of the proposal must be submitted:

**Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367**

Responses to this RFP must be received by the City of Riverbank, Attn: Sue Fitzpatrick, PRIOR to 5:00 p.m., PST, Tuesday, February 18, 2014. Any response received after this time shall not be considered and will not be opened. Facsimile and email responses are NOT acceptable when in response to this Request for Proposals.

If you have any questions, please contact Sue Fitzpatrick at 209-863-7140

EXHIBIT B

CHRIS RICCI PRESENTS, INC. PROPOSAL

Exhibit B



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

Introduction:

The festival business in the valley is going through a difficult period. Between declining attendance and receding sponsorship revenues, festival producers are being forced to reorganize operations to reflect the current economic and social realities.

Although the economy is beginning to show some signs of recovery, our valley communities are adjusting to a new normal. They no longer go out to dinner as frequently or attend every event they have interest in. People focus on those one or two big events that they look forward to every month. Anything that doesn't reach that pinnacle gets cut.

The mindset of the festival goer has also undergone a massive change. While local law enforcement has been cut to the bone, state law enforcement has seen hardly any changes in funding. This has resulted in massive state DUI enforcement that has moved from freeways to state highways to city streets. Festivals have become one of the targets for this enforcement. The fear created by DUI enforcement has had a massive impact on the festival going psyche.

The Riverbank Cheese and Wine festival will need to create a new and innovative approach if it is to survive this fundamental shift in the valley's economic and social consciousness. Expenses will need to be ruthlessly examined and cuts will need to be made. Fresh ideas will need to be developed to create interest and draw at the event. Sponsorship income will need to be developed from new sources. Marketing will need to reflect advertising's massive evolution with a focus on both traditional media, but giving equal effort to social media. Finally transportation will need to be made available to create a safe non-DUI environment.

Background:

Chris Ricci Presents, Inc. has been producing concerts in the central valley since 1999. Events that have been produced by Chris Ricci Presents in the Modesto Area include the Stockton Miracle Market, B93.1's Summerfest, The Modesto Art and Wine Festival, Lucky Fest, X Fest, and management of the Fat Cat Music House and Lounge. Outside of Modesto Chris Ricci Presents, Inc. produced the Shoreline Jam in Long Beach at the Queen Mary, Moody Gardens Concert Series in Galveston, and X Fest Las Vegas under its former subsidiary the Producing Group, LLC.. Chris Ricci Presents utilizes a low overhead common sense approach to events. We maximize value for customers, while keeping expenses at reasonable levels. We value long term relationships over short term profit.

Services to be Performed:

Chris Ricci Presents, Inc. will plan, organize, and execute the Riverbank Cheese & Wine Festival. This will include meetings with the City of Riverbank to outline a plan to insure the long term success and revitalization of the event.

Chris Ricci Presents, Inc. will execute the following:

Weekly event meetings: Discuss budgeting, event execution, sponsorship development, concept exploration, and community inclusion

Talent Booking: Book all talent that is to perform at the event

Marketing: Develop a marketing budget and plan to increase attendance and sponsor value

Ticketing: Implementation of a ticketing system that includes on-line, local outlet sales, and community consignments.

Event Production: Full event coordination including all facets of production. When working on event production these bullet points will also consist of bidding, budgeting, and execution at the event. Key elements of event production include:

- Security coordination
- Law Enforcement coordination
- Sound / Lights / Staging
- Stagehands / Production Crew
- Garbage / Cleanup
- Equipment Rental
- Electrical coordination / Distribution
- Event Medical Coordination
- Street Closure
- Tent Bids
- Vendor Coordination
- Communications
- Alcohol Management

Sponsor Development: Chris Ricci Presents will provide consultation and expertise in the area of sponsorship development. This will include sponsorship package creation and assistance in contracting a sales team to preserve current sponsorship revenues and explore new opportunities.

Vendor Development: Chris Ricci Presents will provide vendor development to preserve current vendors and increase overall participation.

Transportation Plan: Chris Ricci Presents will create a plan to increase DUI Awareness, responsible alcohol consumption, and safe rides.

Cost: Chris Ricci Presents, Inc. will be compensated \$15,000 for the above services.



2501 Vienna Court, Modesto, CA 95355 Phone: 209-312-3463 Fax: 209-524-1929

CHRIS RICCI – EVENT PRODUCER / TALENT BUYER / PROMOTER –February 2014 Resume

Principle responsibilities: book talent, create profitable events, club and festival management, concert promotion / production, management of security, marketing

Experience-

20 years as a Producer / Talent Buyer in Northern and Southern California
Over 1,000 concerts booked and produced
Former Chairman and current Board Member City of Modesto Entertainment Commission (2009-Current)
Board Member Stanislaus County Education Foundation
Board Member Boys and Girls Club of Stanislaus County
President Modesto Downtown Entertainment District Task Force
Member Modesto Rotary Club

Current Clients / Projects-

Owner – Chris Ricci Presents, Inc. (See CRP Projects below) (1999-Current)
Owner – Lucky Fest Modesto – 5000 in attendance – (2011-current)
Owner – The Summoning Halloween Party – 4000 in attendance (2014-current)
Owner – Xclamation Festival Modesto – 20,000 in attendance – (1999-current)
General Manager - Fat Cat Music House and Lounge – 500 capacity venue (2001-current)
Producer - Tresetti's Fat Tuesday – 2500 in attendance –(2000-current)
Owner - Modesto Area Music Awards (Mama Awards) – 500 in attendance – (2000-current)

Past Clients-

Partner – The Producing Group, LLC – (2005-2013)
Producer - Shoreline Jam (TPG) – Queen Mary, Long Beach, 5500 in attendance – (2011)
Producer - Modesto Art and Wine Festival – 10,000 in attendance – 2005-2010
Producer - Moody Gardens Concert Series (TPG) Moody Gardens Galveston, Texas – 2008-2009
Producer - X Fest Las Vegas Festival (TPG) – 6,000 in attendance –2008
Producer - Rock 96.7 Rockstock / Modesto – 8000 capacity Heavy Rock Festival 2002
Producer - B93.1 SummerFest / Modesto – 8000 capacity Pop Music Festival – 1998-2002, 2004-2005
Producer - B93.1 Extreme Halloween / Modesto –2500 capacity Halloween Party / Concert – 1998-2002
Producer - Mega 96.7 Mega Jam / Modesto –8000 capacity Jamming Oldies Concert 1999-2000
Talent Buyer - Fahn and Company Presents / Sacramento – Clubs and Festivals 1997-1998
Talent Buyer - 4th and B / San Diego –1500 - capacity venue – 1996-1997
Marketing - The Coach House / San Juan Capistrano – 500 capacity venue – 1995-1996
Marketing - Galaxy Theatre / Santa Ana – 750 capacity venue – 1995-1996
Marketing - Ventura Theatre – 1200 capacity venue – 1995-1996
Producer – University of San Diego Concert Series – 1994-1995

Education-

University of San Diego 1991-1995
BA History / Business Minor

Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

EXHIBIT C

SCOPE OF WORK

Exhibit B



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

Introduction:

The festival business in the valley is going through a difficult period. Between declining attendance and receding sponsorship revenues, festival producers are being forced to reorganize operations to reflect the current economic and social realities.

Although the economy is beginning to show some signs of recovery, our valley communities are adjusting to a new normal. They no longer go out to dinner as frequently or attend every event they have interest in. People focus on those one or two big events that they look forward to every month. Anything that doesn't reach that pinnacle gets cut.

The mindset of the festival goer has also undergone a massive change. While local law enforcement has been cut to the bone, state law enforcement has seen hardly any changes in funding. This has resulted in massive state DUI enforcement that has moved from freeways to state highways to city streets. Festivals have become one of the targets for this enforcement. The fear created by DUI enforcement has had a massive impact on the festival going psyche.

The Riverbank Cheese and Wine festival will need to create a new and innovative approach if it is to survive this fundamental shift in the valley's economic and social consciousness. Expenses will need to be ruthlessly examined and cuts will need to be made. Fresh ideas will need to be developed to create interest and draw at the event. Sponsorship income will need to be developed from new sources. Marketing will need to reflect advertising's massive evolution with a focus on both traditional media, but giving equal effort to social media. Finally transportation will need to be made available to create a safe non-DUI environment.

Background:

Chris Ricci Presents, Inc. has been producing concerts in the central valley since 1999. Events that have been produced by Chris Ricci Presents in the Modesto Area include the Stockton Miracle Market, B93.1's Summerfest, The Modesto Art and Wine Festival, Lucky Fest, X Fest, and management of the Fat Cat Music House and Lounge. Outside of Modesto Chris Ricci Presents, Inc. produced the Shoreline Jam in Long Beach at the Queen Mary, Moody Gardens Concert Series in Galveston, and X Fest Las Vegas under its former subsidiary the Producing Group, LLC.. Chris Ricci Presents utilizes a low overhead common sense approach to events. We maximize value for customers, while keeping expenses at reasonable levels. We value long term relationships over short term profit.

Services to be Performed:

Chris Ricci Presents, Inc. will plan, organize, and execute the Riverbank Cheese & Wine Festival. This will include meetings with the City of Riverbank to outline a plan to insure the long term success and revitalization of the event.

Chris Ricci Presents, Inc. will execute the following:

Weekly event meetings: Discuss budgeting, event execution, sponsorship development, concept exploration, and community inclusion

Talent Booking: Book all talent that is to perform at the event

Marketing: Develop a marketing budget and plan to increase attendance and sponsor value

Ticketing: Implementation of a ticketing system that includes on-line, local outlet sales, and community consignments.

Event Production: Full event coordination including all facets of production. When working on event production these bullet points will also consist of bidding, budgeting, and execution at the event. Key elements of event production include:

- Security coordination
- Law Enforcement coordination
- Sound / Lights / Staging
- Stagehands / Production Crew
- Garbage / Cleanup
- Equipment Rental
- Electrical coordination / Distribution
- Event Medical Coordination
- Street Closure
- Tent Bids
- Vendor Coordination
- Communications
- Alcohol Management

Sponsor Development: Chris Ricci Presents will provide consultation and expertise in the area of sponsorship development. This will include sponsorship package creation and assistance in contracting a sales team to preserve current sponsorship revenues and explore new opportunities.

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Education-

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Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

EXHIBIT D
PERFORMANCE AGREEMENT AMENDMENT
2017 CHEESE & WINE FESTIVAL

IT HAS BEEN JOINTLY AGREED UPON BY BOTH PARTIES, CHRIS RICCI PRESENTS, INC. AND THE CITY OF RIVERBANK, THAT THE FOLLOWING AMENDMENTS TO THE PERFORMANCE AGREEMENT BE MADE FOR THE 2017 CHEESE & WINE FESTIVAL:

VENDOR COORDINATION: THE VENDOR COORDINATION WILL BE A JOINT EFFORT BETWEEN CHRIS RICCI AND CITY STAFF. THE RESPONSIBILITIES ARE AS FOLLOWS;

CITY STAFF

- SEND OUT EMAILS AND NOTIFICATION TO VENDORS
- TAKE PHONE CALLS AND ANSWER EMAILS IN A TIMELY MANNER
- SEEK NEW VENDOR CONTACTS
- UPDATE VENDOR FORMS AND MAKE ADJUSTMENTS ON FEES FOR VENDORS TO ATTRACT ADDITIONAL CRAFT VENDORS
- PREPARE PROGRESSIVE MAP AND ASSIGN SPACES AS VENDORS APPLICATIONS ARE RECEIVED
- COMMUNICATE INFORMATION TO VENDORS ON ENTRANCE, SET UP TIME, RULES ETC.
- COLLECT VENDOR FEES

CHRIS RICCI PRESENTS, INC

- ASSIST CITY STAFF WITH LOGISTICS OF VENDORS
- ASSIST CITY STAFF WITH FIRE INSPECTION, FOOD PERMIT DETAILS AND PROBLEM SOLVING
- ASSIST CITY STAFF WITH THE TENT FOR CRAFT VENDORS AND NEW IDEAS TO IMPROVE THIS PORTION OF THE FESTIVAL
- ON EVENT WEEKEND, BE PRESENT TO ASSIST WITH VENDOR SET UP, BREAKDOWN AND PROBLEM SOLVING
- ASSIST CITY IN BEING SURE THAT VENDOR OVERALL REVENUE INCREASES EVEN WITH ADJUSTMENT TO CRAFT BOOTH FEES

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	January 24, 2017
Subject:	Acceptance of the Morrill Road Overlay Project and Authorization to File a Notice of Completion
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION:

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

SUMMARY:

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

The Morrill Road Overlay Project consisted of road grind and overlay portions of Morrill Road from Jackson Avenue to Oakdale Road. The project also included installation of sidewalk, curb and gutters, and handicap ramps. The purpose of the project was to repair areas of failing or damaged pavement to extend the service life of the road, and construct sidewalk and handicap ramp improvements to improve Americans with Disabilities (ADA) accessibility. Morrill Road is a major arterial road that was identified in the City's Pavement Management Program as a candidate for an overlay.

The contract was awarded on April 26, 2016, to George Reed, Inc. in the amount of \$309,427.00. A total of one (1) Contract Change Order was issued for this project due to changes in quantities in the amount of -\$6,475.25 (-2.09% of the original construction cost).

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

FISCAL IMPACT:

Total cost of construction including change orders is \$302,951.75. The project was programmed in the Federal Transportation Improvement Plan (FTIP) under the Regional Surface Transportation Program (RSTP) and Non-Participating Costs (Adjust Utilities to grade) – LTF Funds, Sewer and Water Funds. This project was completed on budget.

ATTACHMENTS:

1. Notice of Completion.

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATECITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367SPACE ABOVE THIS LINE
FOR RECORDER'S USE**NOTICE OF COMPLETION****NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of Riverbank

(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank CA 95367

(Address, City, State, Zip)

4. The nature of the title of the undersigned is:

☒ Owner in Fee, or☐ Vendee (Buyer) under Contract of Purchase, or☐ Lessee, or☐ Other

If "Other," briefly list or describe appropriate designation or title _____

5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A7. A work of improvement on the property described below was completed on January 24, 2017

(Date of Completion)



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

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

- ☐ The kind of work done or finished was road grind and overlay, installation of sidewalk, curb, gutter and handicap ramps.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

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

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

Dated this 24th day of January, 2017
(Day) (Month) (Year)

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

(Owner's Signature)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 24th day of January, 2017
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

Laura Graybill, Project Coordinator
City of Riverbank

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

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

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

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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	January 24, 2017
Subject:	Consideration of the City Council's Regular Meetings Schedule 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 consider the schedule of the regular City Council meeting dates, including proposed canceled meeting dates of May 23rd, July 11th, and December 26th, and make any adjustments to the schedule, as desired, for the year 2017.

SUMMARY

Pursuant to the Riverbank Municipal Code, the regular City Council meetings shall be held at such time as the City Council shall fix by resolution. Currently, the City Council has established the regular meetings to occur on the second (2nd) and fourth (4th) Tuesday of each month at 6:00 p.m. When a holiday occurs on the same day of a scheduled meeting, the City Council may reschedule the meeting to the next business day, or cancel the meeting; historically both have occurred. This year, the only scheduled City holiday that conflicts with a City Council meeting date is on December 26th, which is the last meeting date of the year that has historically been cancelled.

The purpose of this report is for City Council to consider the schedule of regular meetings and to make any adjustments to the schedule, as desired, for the year 2017.

DISCUSSION

The attached calendar illustrates the City's scheduled holidays, alternate Friday's closed, and the 2nd and 4th Tuesday of each month for regular City Council meetings. Also included are proposed regular City Council meeting days in the months (circled) that have been canceled in previous years.

The City Council has made adjustments to the regular meetings schedule to:

- Provide Staff additional time between Council meetings to work on City projects or to catch up with City workload; thereby relieving the pressures of a scheduled meeting.
- Provide time for sufficient public notification of adjustments to the year's meeting schedule.
- Effectively plan for a family vacation and for self-rejuvenation during the mid-year summer month of July.
- Provide for the end of the year holiday celebrations or time for Staff to prepare for the coming year.

City Council may, as deemed necessary, reschedule a canceled meeting or call for notice of a special meeting.

STRATEGIC PLAN

While this item is not contrary to the City's Strategic Plan, the recommendation to consider the annual City Council meetings schedule will be beneficial by providing advance notice of when City Council will consider City business, which in turn provides the opportunity to coordinate and schedule one's business and personal time to efficiently and effectively function.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. 2017 – Regular City Council Meetings Schedule

2017

REGULAR CITY COUNCIL MEETINGS SCHEDULE

January						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Paid Holidays

City Council Meetings

9/80 Days Off

 **Canceled City Council Meetings**

May 23, 2017

July 11, 2017

Dec. 26, 2017