



**CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY BOARD
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, JULY 24, 2018– 6:00 PM

(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 Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

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.
--

1. PRESENTATIONS

Item 1.1: Proclamation – National Health Center Week.

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 June 26, 2018, City Council and Local Redevelopment Authority Minutes.

Item 3.C: 2018 Conflict of Interest Code – Biennial Notice.

Item 3.D: Award Bid for the WWTP Entrance Road Improvement Project to Garrett Thompson Construction, Inc., and Authorize Execution of Future Change Orders.

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

4. UNFINISHED BUSINESS

There are no items to consider.

5. PUBLIC HEARINGS

The public notice for Item 5.1 was published in the Riverbank News on 7/4/2018.

Item 5.1: Conduct the First Reading by Title Only of an Ordinance Amending Title XV: Land Usage, Chapter 153: Zoning, Section 153.032 USES PERMITTED WITH A USE PERMIT and/or Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, by Repealing these Sections in their Entirety and Substituting them with a new Section 153.032 USES PERMITTED WITH A USE PERMIT and/or a new Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances

It is recommended that the City Council conduct the first reading of the proposed ordinance amendments, take public comment, and consider which following ordinance amendment option to approve, which will be presented for the 2nd reading and consideration of adoption at the August 28, 2018, regular City Council meeting:

1. Substitution with a new Section 153.032 USES PERMITTED WITH A USE PERMIT, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to conditionally permit personal skate ramps with a Conditional Use Permit; or

2. Substitution with a new Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to regulate personal skate ramps with height and setback restrictions. The Planning Commission recommends this option by a 4-1 vote; or
3. Substitution with a new Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to prohibit personal skate ramps in the R-1 zoning districts; or
4. Determine personal skate ramps in the R-1 zoning districts should not be regulated.

6. NEW BUSINESS

Item 6.1: **A Resolution Approving Riverbanks Participation in the New Stanislaus Drug Enforcement Agency and Authorizing the City Manager to Execute the Associated Joint Powers Agreement** – It is recommended that the City Council consider for approving the attached resolution approving Riverbanks participation in the new Stanislaus Drug Enforcement Agency and authorizing the City Manager to execute the associated Joint Powers Agreement.

Item 6.2: **A Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Kjeldsen, Sinnock, & Nudeck Engineering as a Consultant to oversee the Smoke Testing of the Collection System for a Total not to exceed \$31,933.00** – It is recommended that the City Council authorize the City Manager to sign the agreement for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing the Collection System.

Item 6.3: **A Resolution for Approval of an Equitable Project Cost Sharing and Reimbursement Agreement with the Stanislaus Tuolumne River Groundwater Basin Association for Preparation of a Groundwater Sustainability Plan** – It is recommended that the City Council consider approving the Stanislaus Tuolumne River Groundwater Basin Association Groundwater Sustainability Agency cost sharing agreement for the development of a Groundwater Sustainability Plan.

Item 6.4: **Designation of Voting Delegate and Alternate to Represent Riverbank and Participate in the Business Meeting at the 2018 League of California Cities Annual Conference** – It is recommended that City Council designate a Voting Delegate and appoint one or two alternates to attend the 2018 League of California Cities Annual Conference on September 12 - 14 at the Long Beach Convention Center to participate in the process of considering issues and taking action on resolutions that establish League policy.

7. COMMENTS/REPORTS

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

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 adjourning to Closed Session.

Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Property: 062-031-005, 062-031-006, 062-031-007

Agency Negotiator: Sean Scully, City Manager

Property Negotiator: Aemetis, Inc.

Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6

Agency representative: Sean Scully, City Manager

Employee organizations: Mid-Management Bargaining Unit

Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

9. REPORT FROM CLOSED SESSION

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

Item 9.2: Report from Closed Session on Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS** – Miscellaneous and Mid-Management Bargaining units

Item 9.3: Report from Closed Session on Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (2) potential cases

ADJOURNMENT

(The regular City Council meeting of Tuesday, August 14th is **canceled** @ 6:pm; the next meeting will be on August 28th at 6:pm)

AFFIDAVIT OF POSTING

Thereby 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 July, 2018

1/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 of (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.

Meeting Schedule	<u>Regular City Council Meetings:</u> 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed. <u>Local Redevelopment Authority Board:</u> (The City Council also serves as the LRA Board.) Meets on an "as needed" basis. The City Council also serves as the LRA Board.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when 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/LRA Board, for which special notice has been given. During a specified portion of the hearing, any interested party is invited to present written or oral protests or support for the subject matter under consideration. Written testimony sent or delivered to the City Clerk must be received no later than <u>5:00 p.m. on the day of the meeting</u> to allow for their distribution to the City Council/LRA Board. Preparations for the meeting are conducted between 5:00 p.m. and 6:00 p.m. and therefore the City Clerk is not available during this time.
Televised / Video of Meetings	• Charter – Channel 2 • AT&T Uverse – Channel 99 • www.riverbank.org – video icon – under Agendas and Minutes link
City Hall Hours	City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	July 24, 2018
Subject:	Proclamation – National Health Center Week
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read the Proclamation for National Health Center Week; and present to Yamilet Valladolid, Manager of Government Affairs, Golden Valley Health Centers.

SUMMARY

The first community Health Centers were established in the United States more than 50 years ago by residents and health care providers who advocated that everyone should have access to quality health care. Community Health Centers are independent, non-profit, and non-governmental health care organizations yet share the same mission: to provide access to high quality, cost-effective health care services to everyone, regardless of insurance status or ability to pay. Golden Valley Health Centers serve the Stanislaus, San Joaquin, and Merced counties and has a total of 32 facilities throughout the valley providing physical and emotional wellness, dental services, and much more. Golden Valley Health Centers is asking the City of Riverbank City Council to recognize the week of August 12 – August 18, 2018 as National Health Center Week.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation_National Health Center Week
2. 2018 National Health Center Week Events Flyer



CITY OF RIVERBANK

PROCLAMATION

NATIONAL HEALTH CENTER WEEK

WHEREAS, Health Centers are a critical element of the health system, serving both rural and urban populations, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Health Centers serve one in every six residents of rural areas; and

WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system. Locally, Golden Valley Health Centers has been serving our communities since 1972; and

WHEREAS, every day, Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities; and

WHEREAS, Health Centers nationally employ more than 200,000 people, including physicians, nurse practitioners, behavior health specialists, physician assistants, and certified nurse midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient. Golden Valley Health Centers has a team of over 900 people; and

WHEREAS, Health Centers are on the front lines of emerging health care crisis, providing access to care for our nation's veterans, homeless communities, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters; and

WHEREAS, during National Health Center Week, we celebrate the legacy of America's Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIVERBANK, do hereby proclaim August 12 – August 18, 2018, as National Health Center Week and encourage residents to take part by visiting their local Health Center and share in celebrating the important partnership between America's Health Centers and the communities they serve.

July 24, 2018

Richard D. O'Brien
Mayor



GOLDEN VALLEY
HEALTH CENTERS

YOU'RE INVITED!

2018

NATIONAL HEALTH CENTER WEEK EVENTS

8/13

MON

TURLOCK PROMPT CARE GRAND OPENING & HEALTHCARE SUPERHERO DAY

2240 W MONTE VISTA AVE, TURLOCK

HOURS
11AM - 2PM

JOIN IN ON THE OFFICIAL GRAND OPENING CELEBRATIONS!!! THERE WILL BE FREE FOOD AND GAMES FOR ALL WHO ATTEND THE ICONIC RIBBON CUTTING OF THE NEWEST GVHC SITE. THERE WILL ALSO BE INFORMATIONAL BOOTHS, SET UP TO ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT GVHC.

8/14

TUES

MANTECA (CHILDREN'S HEALTH DAY)

250 NORTHGATE DR, MANTECA

HOURS
2PM - 5PM

IN CELEBRATING CHILDREN'S HEALTH DAY, WE WILL BE OFFERING FREE CHILDREN'S FLU VACCINATIONS, HEALTHY SNACKS, AND A KID'S BOUNCE HOUSE EXTRAVAGANZA! ALL CHILDREN WHO ATTEND WILL GET THEIR VERY OWN, GVHC COLORING BOOK AND BOX OF CRAYONS.

8/15

WED

CORNER OF HOPE HOMELESS HEALTH CENTER DAY

1130 6TH ST, MODESTO

HOURS
11AM - 2PM

IT IS AUGUST, AND SOME MAY FIND IT DIFFICULT TO FIND A PLACE TO COOL DOWN DURING A HEAT WAVE IN THE VALLEY. DURING THE NHCW ACTIVITIES, GVHC WILL BE HANDING OUT NICE, COOL POPSICLES TO THE HOMELESS FOLKS, AS WELL AS HEALTHCARE KITS, AND GATHERING TOGETHER TO DISTRIBUTE FOOD DRIVE ITEMS THAT HAVE BEEN COLLECTED.

8/16

THURS

NEWMAN & LEGRAND AGRICULTURE WORKERS HEALTH DAY

637 MERCED ST, NEWMAN & LEGRAND
13161 JEFFERSON ST, LEGRAND

HOURS
11AM - 2PM

GVHC WILL GATHER TO CELEBRATE THE IMPORTANCE OF AGRICULTURAL WORKERS, AND ALL THAT THEY DO FOR THE CENTRAL VALLEY. STOP BY TO CELEBRATE WITH US! WHILE YOU ARE THERE, GRAB A BITE TO EAT AT ONE OF THE FOOD BOOTHS AND MAKE SURE TO GRAB YOUR FREE FLU VACCINATIONS BEFORE HEADING BACK TO WORK.

8/17

FRI

MERCED SUITES/CAMPUS PATIENT APPRECIATION CARNIVAL

857 W. CHILDS AVE, MERCED

HOURS
11AM - 2PM

GVHC IS THROWING A HEALTHCARE STREET FAIR AND CARNIVAL. WE INVITE ALL OF OUR PATIENTS AND THE SURROUNDING COMMUNITY TO ATTEND THE PATIENT APPRECIATION CARNIVAL. THERE WILL FOOD AND GAMES, SURROUNDED BY FUN, FAMILY FRIENDLY ACTIVITIES, WITH AMAZING PRIZES AVAILABLE TO WIN!

For more information visit:

GVHC.ORG

#CHCSUPERPOWER #NHCW18



NATIONAL ASSOCIATION OF
Community Health Centers



HEALTH CENTER
Advocacy Network

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	July 24, 2018
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 any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for approval and adoption by a majority vote, the City Council may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council; typically 72 hours prior to the scheduled date and time of the meeting.

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:	July 24, 2018
Subject:	Approval of the June 26, 2018, 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 June 26, 2018, 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. June 26, 2018, City Council and LRA Minutes

AMENDED



**City of Riverbank
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY BOARD**
(The City Council also serves as the LRA Board)

**MINUTES OF
TUESDAY, JUNE 26, 2018**

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: There was no invocation.

ROLL CALL: Mayor/Chair Richard D. O'Brien
Present 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

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *announced that Item 5.1-B, Crossroads Landscape and Lighting District, would be discussed separately due to several Members of the Council residing in that area, and that lots would be drawn to determine who would remain to conduct the public hearing.*

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.

Vice Mayor Barber-Martinez, Councilmember Jones Cruz, and Mayor O'Brien declared a conflict with Item 5.1-B. Vice Mayor Barber-Martinez and Councilmember Campbell declared a conflict with Item 6.2.

1. PRESENTATIONS

There were no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

No one spoke.

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 June 12, 2018, City Council and Local Redevelopment Authority Minutes.

Item 3.C: Award Bid to VSS International, Inc. for the Pavement Preservation Project and Authorize Execution of Future Change Orders.

Item 3.D: **A Resolution [No. 2018-041]** Granting an Exception to Riverbank Municipal Code Section 94:12 (F): Prohibiting Water Bounce Houses in City Parks, of Chapter 94: Park Regulations of Title IX: General Regulations for a Family City Event.

Recommendation:

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

Item 3.B: Mayor O'Brien clarified for the record that in regards to consideration of Item 6.2 of the June 12th agenda to place a measure on the November 6, 2018, ballot for a Cannabis Business License Tax, the staff report and other materials presented indicated the City of Patterson, which was a clerical error, and naturally it was meant to say the City of Riverbank.

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

NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS

There were no items to consider

5. PUBLIC HEARINGS

The public notices for public hearing Items listed below was published in the Riverbank News on 6/13/2018.

- Item 5.1:** Two (2) Resolutions for Each Landscape and Lighting District to:
- 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2018/2019; and
 - 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2018/2019.

The Landscape and Lighting Districts are named as follows:

- 5.1-A) Consolidated Landscaping & Lighting District
[Resolution No. 2018-042 and Resolution No. 2018-043]
- *5.1-B) Crossroads Landscaping & Lighting District
[Resolution No. 2018-044 and Resolution No. 2018-045]
- 5.1-C) Ridgewood Place Landscaping & Lighting District
[Resolution No. 2018-046 and Resolution No. 2018-047]
- 5.1-D) River Cove Landscaping & Lighting District
[Resolution No. 2018-048 and Resolution No. 2018-049]
- 5.1-E) Sierra Vista Estates Landscaping & Lighting District
[Resolution No. 2018-050 and Resolution No. 2018-051]

It is recommended that the City Council conduct the public hearing for each Landscape and Lighting District as listed, and by separate roll call vote, consider the adoption of each District's two corresponding proposed resolutions.

Community Development Services Administration Manager Kathleen Cleek presented the staff reports on Items 5.1-A, C, D, and E.

Mayor O'Brien opened the public hearing at 6:09 p.m.

- *A Gentleman spoke about a street light out in Riverbank.*

Mayor O'Brien closed the public hearing at 6:09 p.m.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to adopt the Resolutions No. 2018-042 and 2018-043; and Resolutions No. 2018-046 and 2018-047; and Resolutions, No. 2018-048 and 2018-049; and Resolutions No. 2018-050 and 2018-051, as presented; Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

***Item 5.1-B:** *Due to a conflict of interest, the Rule of Necessity was invoked and a lot was drawn by Vice Mayor Barber-Martinez, Councilmember Jones Cruz, and Mayor O'Brien; the coin with the highest number drawn would be the Member of the Council who would remain at the*

dais to form a quorum for voting purposes. Vice Mayor Barber-Martinez drew the highest number; therefore, remained at the dais to vote on Item 5.1-B.

Mayor O'Brien and Councilmember Jones Cruz recused themselves, and exited the room at 6:12 p.m.; Vice Mayor Barber-Martinez presided.

Community Development Services Administration Manager Kathleen Cleek proceeded to present the staff report on Item 5.1-B.

Vice Mayor Barber-Martinez opened the public hearing at 6:13 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Fosi / passed 3-0) to adopt Resolutions No. 2018-044 and 2018-045; as presented; Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Campbell, and Vice Mayor Barber-Martinez

NAYS: None / ABSENT: None / ABSTAINED: None

Councilmember Jones Cruz and Mayor O'Brien returned to the dais at 6:13 p.m.; Mayor O'Brien continued to preside over the meeting.

Item 5.2: **A Resolution for Each Storm Drain Maintenance District Ordering the Levy and Collection of Assessments for Fiscal Year 2018/2019. The Districts are named as follows:**

5.2-A: Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) **[Resolution No. 2018-052]**

5.2-B: Riverbank Storm Drain Maintenance District No. 05-01 (Sterling Ridge) **[Resolution No. 2018-053]**

It is recommended that the City Council conduct the public hearing for each District as listed, and by separate roll call vote, adopt the proposed resolutions.

Community Development Services Administration Manager Kathleen Cleek presented the staff reports on Items 5.2-A and B.

Mayor O'Brien opened the public hearing at 6:16 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to adopt the Resolutions No. 2018-052 and Resolution No. 2018-053 as presented; Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.3: **A Resolution [No. 2018-054] Adopting the Fiscal Year 2018-19 Preliminary Operating Budget** – It is recommended that the City Council consider adopting a Resolution approving the Fiscal Year 2018-2019 Preliminary Operating Budget.

*Assistant City Manager/Director of Finance Marisela Garcia presented the budget report.
Mayor O'Brien opened the public hearing at 6:38 p.m.; no spoke, the hearing was closed.*

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to adopt Resolution No. 2018-054 to adopt the Fiscal Year 2018-19 Preliminary Operating Budget as presented.
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*

LRA Item 5.4: **A Resolution [2018-001] of the Local Redevelopment Board of the City of Riverbank Adopting the Preliminary Budget for Fiscal Year 2018-2019** – It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and approve the Preliminary Fiscal Year 2018-2019 LRA Budget.

*LRA Administrative Analyst Melissa Holdaway presented the budget report.
Chair O'Brien opened the public hearing at 6:44 p.m.; no one spoke, the hearing was closed.*

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to adopt LRA Resolution No. 2018-001 for approval of the LRA Preliminary Budget for Fiscal Year 2018-2019 as presented.
Motion carried by unanimous LRA Board roll call vote.
AYES: Fosi, Campbell, Jones Cruz, Barber-Martinez, and Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

6. NEW BUSINESS

Item 6.1: **Consideration of a Resolution [No. 2018-055] Approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit** – It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.

Assistant City Manager/Director of Finance Marisela Garcia presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to adopt Resolution No. 2018-055 to approve the Memorandum of Understanding*

between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit as presented.

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

Item 6.2: **Proposal/Request by Riverbank Historical Society for Co-Sponsored Time Capsule Recovery Event** – It is recommended that the City Council consider co-sponsoring (and waiving associated facility rental fees) an event with the Riverbank Historical Society for the celebration and recovery of a time capsule buried at Community Center Park on August 17, 1968.

Vice Mayor Barber-Martinez and Councilmember Cal Campbell recused themselves from consideration of this Item and exited the Chamber at 6:52 p.m.

City Manager Sean Scully presented the staff report.

Mr. Richard Holmer, Historical Society Representative, spoke in favor of the event.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / 3-0) to approve co-sponsoring the Time Capsule Recovery Event as presented.*

AYES: Fosi, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Vice Mayor Barber-Martinez and Councilmember Cal Campbell returned to the dais at 7:01 p.m.

Item 6.3: **Consideration of a Resolution [No. 2018-056] Extending a Moratorium for Six (6) Months on the Processing and Issuance of Additional Permits for Cannabis Dispensaries within the City of Riverbank** – It is recommended that the City Council review the provided information, take public comment, and chose one of the following options:

1. Approve Resolution 2018-XXX (Attachment 1) to extend the moratorium on cannabis dispensaries for six (6) months; or
2. Allow the moratorium to expire July 23, 2018.

Planning and Building Manager Donna Kenney presented the staff report.

City Council and Staff discussed and spoke in favor of the extension of the moratorium.

Public comments were made by Ms. Danielle Gravall, Co-Owner of Riverbank Wellness; Mrs. Evelyn Halbert, Riverbank, Mr. Haskell Moore, Riverbank, and Mr. Ramon Bermudez.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to adopt Resolution No. 2018-056 to extend the six-month cannabis dispensaries*

moratorium of Resolution No. 2018-003 for another six months from the expiration date of July 23, 2018.

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

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 the August 17th 50 Year Time Capsule Event Dinner.*
- *Director of Public Works Michael Riddell commented on the Ground Water Sustainability Plan.*
- *Director of Parks and Recreation Sue Fitzpatrick announced the Family Night City events*

Item 7.2: Council/Authority Member

- *Council/Authority Member Fosi commented on the awareness and citizen participation of the City's Budget Advisory Committee.*
- *Council/Authority Member Campbell commented on illegal fireworks over the 4th of July Holiday and potential drownings in the rivers.*
- *Council/Authority Member Jones Cruz commented on the availability of free life jackets from the local Fire Department, and the successful strategic planning session with Members of the City Council and Staff.*
- *Vice Mayor/Chair Barber-Martinez announced the Health and Safety Bicycle Rodeo event.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien: extended his gratitude to the City employees for their hard work and services they provide carrying out the City's vision.

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: PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)
Title: City Manager

Item 8.2: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: Sean Scully, City Manager
Employee organizations: Mid-Management Bargaining Unit

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEMS AND OPENED THE ITEMS FOR PUBLIC COMMENT; NO ONE SPOKE. THE MEETINGS WERE RECESSED AND CITY COUNCIL WENT INTO CLOSED SESSION AT 7:30 P.M.

9. REPORT FROM CLOSED SESSION

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 7:45 P.M.

Item 9.1: Report from Closed Session Item 8.1: **PUBLIC EMPLOYMENT**
City Manager

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

Item 9.2: Report from Closed Session on Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS** – Mid-Management Bargaining unit

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

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:46 p.m.

ATTEST: (Adopted 07/24/2018)

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:	July 24, 2018
Subject:	2018 Conflict of Interest Code – Biennial Notice
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk/Elections Official

RECOMMENDATION

It is recommended that the City Council receive the notice to review and amend the City's Conflict of Interest Code list.

SUMMARY

Every two years, the City Clerk must present to the City Council a notice to review, and if need be, amend the City's Conflict of Interest (COI) Code list. This COI list informs public officials, government employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

It is determined that the COI Code list will be amended to reflect any changes that have occurred. The amended list with a resolution for adoption will be presented in September.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENT

1. COI Biennial Notice

2018 Local Agency Biennial Notice

Name of Agency: City of Riverbank

Mailing Address: 6707 Third Street, Riverbank, CA 95367

Contact Person: Annabelle Aguilar, City Clerk Phone No. (209) 863-7198

Email: aaguilar@riverbank.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other *(describe)* Add Consultants

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	July 24, 2018
Subject:	Award Bid for the WWTP Entrance Road Improvement Project to Garrett Thompson Construction, Inc., and Authorize Execution of Future Change Orders
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION

It is recommended that City Council approve two (2) actions by a roll call vote:

1. Award bid to the lowest responsible bidder, Garrett Thompson Construction, Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

SUMMARY

The bid opening was held on Thursday, June 21, 2018 to consider the bids for the WWTP Entrance Road Improvements Project. The following bids were received:

Garrett Thompson Construction, Inc.	\$ 74,720.00
Machado and Sons Construction	\$111,026.00
George Reed, Inc.	\$117,486.00

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for the removal of old asphalt and base rock, grading and the placement of new asphalt and base rock on the access road to the Riverbank Waste Water Treatment Plant and all other work included on the plans for the above mentioned project.

Bids have been reviewed and Garrett Thompson Construction, Inc. has been identified as the lowest responsible bidder for the project.

It is requested that the City Council provide the City Manager authorization to execute Change Orders if they are within total budget.

FINANCIAL IMPACT

Costs to be covered by the Sewer Fund account number 106-424.000-707.003, \$108,400.00 has been budgeted which includes construction and construction engineering.

ATTACHMENT

- 1) Site Map

SITE MAP



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: July 24, 2018

Subject: Conduct the First Reading by Title Only of an **Ordinance** Amending Title XV: Land Usage, Chapter 153: Zoning, Section 153.032 USES PERMITTED WITH A USE PERMIT and/or Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, by Repealing these Sections in their Entirety and Substituting them with a New Section 153.032 USES PERMITTED WITH A USE PERMIT and/or a New Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council conduct the first reading of the proposed ordinance amendments, take public comment, and consider which following ordinance amendment option to approve, which will be presented for the 2nd reading and consideration of adoption at the August 28, 2018, regular City Council meeting:

1. Substitution with a new Section 153.032 USES PERMITTED WITH A USE PERMIT, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to conditionally permit personal skate ramps with a Conditional Use Permit;

- OR -

2. Substitution with a new Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to regulate personal skate ramps with height and setback restrictions. The Planning Commission recommends this option by a 4-1 vote;

- OR -

3. Substitution with a new Section 153.033 BUILDING REQUIREMENTS, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances to prohibit personal skate ramps in the R-1 zoning districts;

- OR -

4. Determine personal skate ramps in the R-1 zoning districts should not be regulated.

I. SUMMARY

A code enforcement case involving privacy, noise, and lighting concerns with a personal skate ramp in a single family residential yard has continued for months, hindered by a lack of specific regulations to address those concerns. The Riverbank Planning Commission held two public hearings and participated in a discussion item in which ramp height, setbacks, conditional use permits, an outright ban, and the non-enforcement of ramps were the topics of discussion. The Planning Commission recommends with a vote of 4-1 that the City Council approve setback and height requirements for personal skate ramps in the R-1 zoning districts. Staff has provided the Council with all options for consideration.

II. BACKGROUND

Staff previously brought an amendment to regulate personal skate ramps with a Conditional Use Permit (CUP) to the Planning Commission September 19, 2017 as part of a comprehensive update to the residential code sections, but the Planning Commission requested this item be removed from that update so further research and discussion could occur. Staff then brought this forward as an informational item to the regular January 16, 2018 Planning Commission meeting to get direction. There was general agreement that the Planning Commission still wanted to discuss this item. Staff conducted research into other cities' regulations but did not find much locally. There were newspaper articles online outlining neighbor complaints in various cities but a search of the cities' zoning codes shows very few complaints led to the regulation of personal skate ramps.

On March 20, 2018 staff brought the additional research and information to the Planning Commission and offered them three options to address skate ramps in backyards: 1. a Conditional Use Permit process; 2. an outright ban; and 3. to not regulate them at all. The Planning Commission did not choose any of these three options, instead giving staff direction to prepare a zoning ordinance amendment that requires twelve (12) foot setbacks from each property line and a maximum structure height of six (6) feet excluding handrails ("option 4"). This item went back to the Planning Commission on May 15, 2018 for additional public comment and the Commissioners voted 4-1 to recommend the height and setback amendment to the City Council.

III. ANALYSIS

A. Regulation by the Conditional Use Permit process:

A Conditional Use Permit (CUP) can be used to regulate personal skate ramps on a case by case basis and generally includes hours of use, setbacks, and lighting/music

restrictions as well as case specific requirements for enhanced landscaping or larger setbacks for example. One concern for the Planning Commission when they considered a CUP was its cost at \$2,658.56. If considering the use of a CUP, Council could consider also establishing a Minor CUP with a reduced fee of \$1,000 for example. Language to require a Minor CUP for skate ramps is proposed below (in red) and includes the setback and height restrictions recommended by the Planning Commission.

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
- (B) Schools, public utility, quasi-public buildings.
- (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
- (D) Mobile home park which meets the "Mobile Home Park Standards" as adopted by Resolution No. 88-83 of the City Council.
- (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.

§ 153.032.1 USES PERMITTED WITH A MINOR USE PERMIT.

(A) Half-Pipes and similar structures.

- (1) Every proposed half-pipe or similar structure shall be of a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with half-pipe usage. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails. Hours of operation shall be from 8:00 a.m. to 8:00 p.m. Lighting is prohibited.
- (2) Walls, fences, hedges, trees or other screen plantings shall be installed sufficient to ensure harmony with adjacent properties and to conceal any unsightly development. No commercial or advertised use of the half-pipe shall be permitted and no donations or contributions shall be solicited or received for use or attendance at half-pipe activities.
- (3) The proposed half-pipe shall comply with all pertinent sections of the Uniform Building Code and all zoning requirements, including side and rear yard setbacks of twelve (12) feet, minimum of six (6) feet from other structures, lot coverage, and size regulations for accessory structures.
- (4) For purposes of this section, "half-pipe" means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or inline skating.

B. Regulation by Setback and Height Restrictions:

Unless the fee is modified, it would cost a prospective skate ramp owner \$2,658.56 in fees plus two sets of mailing labels from a title company to apply to the City for a CUP with no guarantee that the Planning Commission would approve the application. After reviewing their options and taking public comment, the Planning Commission voted to recommend that personal skate ramps be regulated through setback and height requirements without a CUP. This item was taken to a noticed public hearing with the City Council on May 22, 2018 and the item was continued (Code excerpts provided below, proposed language is in red):

§153.033 BUILDING REQUIREMENTS.

(A) Height Limit.

- (1) For dwellings and other main buildings, including accessory dwelling units – thirty-five (35) feet.
- (2) For accessory buildings and structures:
 - (a) Sheds: A subordinate structure or building used primarily for storage purposes, of a height no greater than fifteen (15) feet and the total square footage of which does not exceed one hundred twenty (120) square feet. Sheds that exceed one hundred twenty (120) square feet shall require a building permit;
 - (b) Gazebos fifteen (15) feet: An accessory building consisting of a detached, covered, free-standing, open-air structure not exceeding three hundred (300) square feet.
 - (c) Skate Ramps (Half-pipes and similar structures): For purposes of this section, “half-pipe” means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or in-line skating. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails.

(C) Yards and open spaces required.

- (5) A detached accessory building or structure other than a covered patio as defined herein, may not occupy more than fifty percent (50%) of a required rear yard, subject to the following requirements:
 - (a) Within an “R” District, no detached accessory building or structure shall be closer than six (6) feet to the main building, exclusive of roof covering.
 - (b) Within the R-1 District, no skate ramp (half-pipes and similar structures) shall be closer than twelve (12) feet to a property line.

C. Prohibit Personal Skate Ramps:

During the Planning Commission's public hearings, staff introduced the option of prohibiting personal skate ramps rather than regulating them. If personal skate ramps were prohibited, there would be minimal code enforcement costs to abate new structures. There was some public comment in agreement with this option.

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
- (B) Schools, public utility, quasi-public buildings.
- (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
- (D) Mobile home park which meets the "Mobile Home Park Standards" as adopted by Resolution No. 88-83 of the City Council.
- (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.

§ 153.032.1 PROHIBITED USES.

- (A) All personal half-pipes and similar skate ramp structures are prohibited.

(`67 Code, § 10-3-3) (Ord. 92-06, passed 7-13-92; Am. Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08)

D. Non-regulation of Skate Ramps:

One might be of the opinion that residential activities like skate ramps, swimming pools, and basketball hoops are a normal part of life in a residential back yard and sometimes noisy. Or one could assume that the activities discussed above are or could be covered by Codes, Covenants, and Restrictions (CC&Rs) or Home Owner Association (HOA) rules and regulations. If so, the City Council may decide that the regulation of skate ramps is unnecessary and choose not to regulate them.

IV. GENERAL PLAN

An ordinance amendment regulating skate ramps in residential yards is consistent with the General Plan because the Overarching Goal for the Environment presented in the General Plan, is to ensure that noise does not substantially reduce the quality of urban life.

V. ENVIRONMENTAL DETERMINATION

The amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines.

VI. FISCAL IMPACT

Unknown code enforcement costs, including staff hours for inspections, hearing preparations, and re-inspection hours.

VII. STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three (3) years. The approval of an amendment to regulate skate ramps is not a stated strategic goal but is consistent with the General Plan goal to “To be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment.”

PUBLIC NOTICE

The City Council hearing notice was published in the Riverbank News on July 4, 2018, and posted at City Hall North, South, and Community Center, on June 28, 2018.

ATTACHMENTS

- Attachment 1 – Draft City Council Ordinance No. 2018-XXX
Exhibit A to Attachment 1 – Conditional Use Permit
- Attachment 2 - Draft City Council Ordinance No. 2018-XXX
Exhibit A to Attachment 2 – Height and Setbacks
- Attachment 3 – Draft City Council Ordinance No. 2018-XXX
Exhibit A to Attachment 3 - Prohibition

ATTACHMENT 1

THE CITY COUNCIL OF THE CITY OF RIVERBANK ORDINANCE NO. 2018-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING TITLE XV: LAND USAGE, CHAPTER 153: ZONING, SECTION 153.032 USES PERMITTED WITH A USE PERMIT, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, BY REPEALING THIS SECTION IN ITS ENTIRETY AND SUBSTITUTING IT WITH NEW SECTION 153.032 USES PERMITTED WITH A USE PERMIT, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, TO THE RIVERBANK MUNICIPAL CODE OF ORDINANCES

WHEREAS, the City has been working for months on a code enforcement case involving a personal skate ramp in an R-1, Single Family Residential zoning district back yard, which is causing privacy, noise, and lighting concerns for the neighbors, hindered by a lack of specific regulations to address the concerns; and

WHEREAS, on March 2, 2018, notice of a Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the Planning Commission held the public hearing on May 15, 2018, to consider a proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, the proposed Zoning Code amendment complies with the General Plan in that the Noise Element's Overarching Goal for the Environment is to "Ensure that Noise does not Substantially Reduce the Quality of Urban Life"; and

WHEREAS, the amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines; and

WHEREAS, on July 11, 2018, notice of the City Council public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the City Council held a public hearing on July 24, 2018, to consider the proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, The Riverbank City Council made the following finding:

1. The regulation of personal skate ramps through the conditional use permit process is consistent with the goals, policies, programs, and uses of the General Plan.

ATTACHMENT 1

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

SECTION 1: Title XV: Land Usage, Chapter 153: Zoning, Section 153.032 Uses Permitted with a Use Permit, Single-Family Residential District R-1 Zone, of the Riverbank Municipal Code shall be repealed in its entirety and replaced with a new Title XV: Land Usage, Chapter 153: Zoning, Section 153.032 Uses Permitted with a Use Permit, Single-Family Residential District R-1 Zone, which shall read as follows:

Title XV: Land Usage, Chapter 153: Zoning

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
- (B) Schools, public utility, quasi-public buildings.
- (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
- (D) Mobile home park which meets the "Mobile Home Park Standards" as adopted by Resolution of the City Council.
- (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.
- (F) Half-Pipes and similar structures.
 - (1) Every proposed half-pipe or similar structure shall be of a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with half-pipe usage. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails. Hours of operation shall be from 8:00 a.m. to 8:00 p.m. Lighting is prohibited.
 - (2) Walls, fences, hedges, trees or other screen plantings shall be installed sufficient to ensure harmony with adjacent properties and to conceal any unsightly development. No commercial or advertised use of the half-pipe shall be permitted and no donations or contributions shall be solicited or received for use or attendance at half-pipe activities.
 - (3) The proposed half-pipe shall comply with all pertinent sections of the Uniform Building Code and all zoning requirements, including side and rear yard setbacks, minimum of six (6) feet from other structures, lot coverage, and size regulations for accessory structures.
 - (4) For purposes of this section, "half-pipe" means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or inline skating.

ATTACHMENT 1

(`67 Code, § 10-3-3) (Ord. 92-06, passed 7-13-92; Am. Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08)

§ SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 2. If any section, subsection, subdivision, paragraph, 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 3: This Ordinance shall become effective thirty (30) days from and after its final passage August 14, 2018, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on July 24, 2018. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 14th day of August, 2018; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

EXHIBIT A TO ATTACHMENT 1

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
 - (B) Schools, public utility, quasi-public buildings.
 - (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
 - (D) Mobile home park which meets the “Mobile Home Park Standards” as adopted by Resolution No. 88-83 of the City Council.
 - (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.
 - (F) Half-Pipes and similar structures.
 - (1) Every proposed half-pipe or similar structure shall be of a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with half-pipe usage. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails. Hours of operation shall be from 8:00 a.m. to 9:00 p.m. Lighting is prohibited.
 - (2) Walls, fences, hedges, trees or other screen plantings shall be installed sufficient to ensure harmony with adjacent properties and to conceal any unsightly development. No commercial or advertised use of the half-pipe shall be permitted and no donations or contributions shall be solicited or received for use or attendance at half-pipe activities.
 - (3) The proposed half-pipe shall comply with all pertinent sections of the Uniform Building Code and all zoning requirements, including side and rear yard setbacks, minimum of six feet from other structures, lot coverage, and size regulations for accessory structures.
 - (4) For purposes of this section, “half-pipe” means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or inline skating.
- (`67 Code, § 10-3-3) (Ord. 92-06, passed 7-13-92; Am. Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08)

ATTACHMENT 2

THE CITY COUNCIL OF THE CITY OF RIVERBANK ORDINANCE NO. 2018-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING TITLE XV: LAND USAGE, CHAPTER 153: ZONING, SECTION 153.033 BUILDING REQUIREMENTS, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, BY REPEALING THIS SECTION IN ITS ENTIRETY AND SUBSTITUTING IT WITH NEW SECTION 153.033 BUILDING REQUIREMENTS, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, TO THE RIVERBANK MUNICIPAL CODE OF ORDINANCES

WHEREAS, the City has been working for months on a code enforcement case involving a personal skate ramp in an R-1, Single Family Residential zoning district back yard, which is causing privacy, noise, and lighting concerns for the neighbors, hindered by a lack of specific regulations to address the concerns; and

WHEREAS, on May 2, 2018, notice of the Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the Planning Commission held a public hearing on May 15, 2018, to consider the proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, the proposed Zoning Code amendment complies with the General Plan in that the Noise Element's Overarching Goal for the Environment is to "Ensure that Noise does not Substantially Reduce the Quality of Urban Life"; and

WHEREAS, the amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines; and

WHEREAS, on July 11, 2018, notice of the City Council public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the City Council held a public hearing on July 24, 2018, to consider the proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, The Riverbank City Council made the following finding:

1. The regulation of personal skate ramps through height and setback restrictions in the Single Family Residential Zoning District (R-1) is consistent with the goals, policies, programs, and uses of the General Plan.

ATTACHMENT 2

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

SECTION 1: Title XV: Land Usage, Chapter 153: Zoning, Section 153.033 Building Requirements, Single-Family Residential District R-1 Zone, of the Riverbank Municipal Code shall be repealed in its entirety and replaced with a new Title XV: Land Usage, Chapter 153: Zoning, Section 153.033 Building Requirements, Single-Family Residential District R-1 Zone, which shall read as follows:

Title XV: Land Usage, Chapter 153: Zoning

§153.033 BUILDING REQUIREMENTS

(A) *Height limit.*

(1) For dwellings and other main buildings, including accessory dwelling units – 35 feet.

(2) For accessory buildings and structures:

(a) Sheds: A subordinate structure or building used primarily for storage purposes, of a height no greater than 15 feet and the total square footage of which does not exceed 120 square feet. Sheds that exceed 120 square feet shall require a building permit;

(b) Gazebos 15 feet: An accessory building consisting of a detached, covered, free-standing, open-air structure not exceeding 300 square feet.

(c) Skate Ramps (Half-pipes and similar structures): For purposes of this section, “half-pipe” means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or in-line skating. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails.

(B) No fence (excluding wire fences and non-solid fences which do not limit visibility as determined by the Planning Director) shall be constructed in excess of eight feet in height within any side or rear yard, except fences within the side or rear yard which enclose electrical substations which may be constructed to the heights required by law.

(1) Architectural accent fences. Small architectural accent fences within the required ten foot front yard setback, are allowed to be constructed no higher than three feet out to the back of the sidewalk. They shall be constructed and maintained so to be harmonious with the neighborhood. In no case may a utility meter be enclosed. Fences shall remain a minimum of three feet from all sides of a fire hydrant.

ATTACHMENT 2

(2) *Front yard courtyards.* Courtyard is defined as an uncovered area partly or wholly enclosed by buildings or walls and used primarily for supplying access, light, and air to the dwelling. Walls shall not enclose more than two sides of the courtyard. Courtyard walls shall be no higher than four feet six inches. Front yard courtyard fences shall be constructed of material and colors consistent and complementary to the design of the main structure. Courtyards shall be determined by the Community Development Director and it is recognized that not all dwelling types will have a courtyard. Courtyard fences shall be located no closer than 13 feet behind the front property line.

(3) *Solid fences, walls, hedges and retaining walls.* Solid fences, walls, hedges and retaining walls not more than seven feet in height may occupy any required yard or other space, except that fences, walls, hedges and retaining walls shall be no higher than three feet when located in the required front yard setback area, in the required setback areas along the side street of a corner lot and along the rear or side lot line of a reversed corner lot where it abuts the front yard of the adjoining key lot. Walls and retaining walls over four feet in height require engineering and a permit.

(4) *Corner lots.* Within the front or street side yard of a corner lot in any district there shall be no solid fence, wall or hedge height greater than three feet nor any obstruction other than a post, building column or tree not more than two feet in diameter, between the height of three feet six inches and ten feet above the top of the curb, or if no curb exists, above maximum street grade.

(5) *Transparent fences.* Notwithstanding any other regulation herein, fences with 90% transparency no higher than four feet may occupy the required front setback area along the side street of a corner lot and along the rear or side lot line or a reverse corner lot where it abuts the front yard of the adjoining key lot. Vision through the fence shall remain totally unobstructed at all times.

(6) *Fence height.* The height of a fence shall be measured from the higher property elevation.

(7) *Sight distance triangle - obstructions.* No obstruction to view in excess of three feet in height shall be placed in any corner or reverse corner lot within a triangular area formed by the extension of the lot line to a point of intersection and a line connecting them at a distance of 30 feet to said intersection. Except for natural land formations, a sight distance triangle for a driveway with a distance of ten feet from back of sidewalk towards the dwelling and ten feet along the sidewalk in either direction shall be maintained free of obstructions in excess of three feet in height.

(8) *Fence permits.* A fence permit, issued by the Community Development Department shall be obtained prior to the erection of any fence over six feet in height within the city.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2004-001, passed 6-14-04)

(C) *Yards and open spaces required.*

ATTACHMENT 2

(1) Front yard and side yard of a corner lot - not less than ten feet from the planned right-of-way line provided that no vehicle opening of any building is closer than 20 feet to the property line or planned right-of-way line toward which the opening faces. Corner lot driveways shall not be located on the half of the lot frontage nearest the radius return, or closer than 20 feet to said radius return.

(2) Side or rear yard when lot abuts an arterial - ten feet.

(3) Side or rear yard, interior lots all other cases - five feet.

(4) Detached accessory buildings - six feet from any other buildings.

(5) A detached accessory building or structure other than a covered patio as defined herein, may not occupy more than 50% of a required rear yard, subject to the following requirements:

(a) Within an "R" District, no detached accessory building shall be closer than six feet to the main building, exclusive of roof covering.

(b) Within the R-1 District, no skate ramp (half-pipes and similar structures) shall be closer than twelve (12) feet to any property line.

(Ord. 90-01, passed 1-22-90; Am. Ord. 2004-001, passed 6-14-04)

(D) *Lot coverage.* No more than 50% of the lot may be covered by buildings.

(E) *Off-street parking.* As required in § 153.184 of this chapter.

(F) *Minimum building size.*

(1) Single-family dwellings and mobile homes – 900 square feet.

(2) All other uses - no minimum size.

(G) *Building site area and density required.*

(1) Maximum permissible density is eight dwelling units per net acre.

(2) Minimum area - 6,000 square feet.

(3) Minimum width, interior lot – 55 feet.

(4) Minimum width, corner lot – 65 feet.

(5) Minimum depth – 100 feet unless otherwise approved by the Planning Commission or City Council, whichever is the final decision-making body. Plot plans of lots for which less than the minimum depth is requested, may be required to ensure that the lot is usable for residential purposes.

(Ord. 87-11, passed 7-27-87)

(H) *Open space requirements.* All multiple residential uses of two or more dwelling units on one lot shall provide a fenced playground (or other open space in the case of

ATTACHMENT 2

an adult-only facility) of at least 50 square feet per unit with a minimum area of 300 square feet provided regardless of the number of units. This area shall not be a lineal open space but should have a width to depth ratio not exceeding one to two (1:2). Except in very large complexes (more than 50 units) this required open space shall be in one location.

(1) Allowed uses include playgrounds, walking and biking paths/trails, picnic areas, and community flower and vegetable gardens.

(2) Open space can be managed by a third party using land trusts or conservation easements.

(‘67 Code, § 10-3-4) (Ord. 2004-001, passed 6-14-04)

(I) *Landscape areas.* No more than 50% of a residential front yard shall be paved and no more than 50% of a rear yard shall be paved. An interior side yard may be paved if a minimum of one foot is left unpaved along the side property line.

(J) *Driveways.* The minimum distance between approaches serving the same parcel of land shall be 20 feet. The minimum setback of a driveway to a side property line is five feet and from a dwelling unit three feet.

(Am. Ord. 2017-010, passed 10-24-17)

§ SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 2. If any section, subsection, subdivision, paragraph, 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 3: This Ordinance shall become effective thirty (30) days from and after its final passage August 14, 2018, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on July 24, 2018. Said ordinance was given a second reading by title only and adopted.

ATTACHMENT 2

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 14th day of August; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

EXHIBIT A TO ATTACHMENT 2

§153.033 BUILDING REQUIREMENTS

(A) *Height limit.*

(1) For dwellings and other main buildings, including accessory dwelling units – 35 feet.

(2) For accessory buildings and structures:

(a) Sheds: A subordinate structure or building used primarily for storage purposes, of a height no greater than 15 feet and the total square footage of which does not exceed 120 square feet. Sheds that exceed 120 square feet shall require a building permit;

(b) Gazebos 15 feet: An accessory building consisting of a detached, covered, free-standing, open-air structure not exceeding 300 square feet.

(c) Skate Ramps (Half-pipes and similar structures): For purposes of this section, “half-pipe” means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or in-line skating. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed six (6) feet in height above ground level excluding hand rails.

(B) No fence (excluding wire fences and non-solid fences which do not limit visibility as determined by the Planning Director) shall be constructed in excess of eight feet in height within any side or rear yard, except fences within the side or rear yard which enclose electrical substations which may be constructed to the heights required by law.

(1) Architectural accent fences. Small architectural accent fences within the required ten foot front yard setback, are allowed to be constructed no higher than three feet out to the back of the sidewalk. They shall be constructed and maintained so to be harmonious with the neighborhood. In no case may a utility meter be enclosed. Fences shall remain a minimum of three feet from all sides of a fire hydrant.

(2) *Front yard courtyards.* Courtyard is defined as an uncovered area partly or wholly enclosed by buildings or walls and used primarily for supplying access, light, and air to the dwelling. Walls shall not enclose more than two sides of the courtyard. Courtyard walls shall be no higher than four feet six inches. Front yard courtyard fences shall be constructed of material and colors consistent and complementary to the design of the main structure. Courtyards shall be determined by the Community Development Director and it is recognized that not all dwelling types will have a courtyard. Courtyard fences shall be located no closer than 13 feet behind the front property line.

(3) *Solid fences, walls, hedges and retaining walls.* Solid fences, walls, hedges and retaining walls not more than seven feet in height may occupy any required yard or other space, except that fences, walls, hedges and retaining walls shall be no higher than three feet when located in the required front yard setback area, in the required setback areas along the side street of a corner lot and along the rear or side lot line of a reversed corner lot where it abuts the front yard of the

adjoining key lot. Walls and retaining walls over four feet in height require engineering and a permit.

(4) *Corner lots.* Within the front or street side yard of a corner lot in any district there shall be no solid fence, wall or hedge height greater than three feet nor any obstruction other than a post, building column or tree not more than two feet in diameter, between the height of three feet six inches and ten feet above the top of the curb, or if no curb exists, above maximum street grade.

(5) *Transparent fences.* Notwithstanding any other regulation herein, fences with 90% transparency no higher than four feet may occupy the required front setback area along the side street of a corner lot and along the rear or side lot line or a reverse corner lot where it abuts the front yard of the adjoining key lot. Vision through the fence shall remain totally unobstructed at all times.

(6) *Fence height.* The height of a fence shall be measured from the higher property elevation.

(7) *Sight distance triangle - obstructions.* No obstruction to view in excess of three feet in height shall be placed in any corner or reverse corner lot within a triangular area formed by the extension of the lot line to a point of intersection and a line connecting them at a distance of 30 feet to said intersection. Except for natural land formations, a sight distance triangle for a driveway with a distance of ten feet from back of sidewalk towards the dwelling and ten feet along the sidewalk in either direction shall be maintained free of obstructions in excess of three feet in height.

(8) *Fence permits.* A fence permit, issued by the Community Development Department shall be obtained prior to the erection of any fence over six feet in height within the city.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2004-001, passed 6-14-04)

(C) *Yards and open spaces required.*

(1) Front yard and side yard of a corner lot - not less than ten feet from the planned right-of-way line provided that no vehicle opening of any building is closer than 20 feet to the property line or planned right-of-way line toward which the opening faces. Corner lot driveways shall not be located on the half of the lot frontage nearest the radius return, or closer than 20 feet to said radius return.

(2) Side or rear yard when lot abuts an arterial - ten feet.

(3) Side or rear yard, interior lots all other cases - five feet.

(4) Detached accessory buildings - six feet from any other buildings.

(5) A detached accessory building or structure other than a covered patio as defined herein, may not occupy more than 50% of a required rear yard, subject to the following requirements:

(a) Within an "R" District, no detached accessory building shall be closer than six feet to the main building, exclusive of roof covering.

(b) Within the R-1 District, no skate ramp (half-pipes and similar structures) shall be closer than twelve (12) feet to any property line.

(Ord. 90-01, passed 1-22-90; Am. Ord. 2004-001, passed 6-14-04)

(D) *Lot coverage.* No more than 50% of the lot may be covered by buildings.

(E) *Off-street parking.* As required in § 153.184 of this chapter.

(F) *Minimum building size.*

(1) Single-family dwellings and mobile homes – 900 square feet.

(2) All other uses - no minimum size.

(G) *Building site area and density required.*

(1) Maximum permissible density is eight dwelling units per net acre.

(2) Minimum area - 6,000 square feet.

(3) Minimum width, interior lot – 55 feet.

(4) Minimum width, corner lot – 65 feet.

(5) Minimum depth – 100 feet unless otherwise approved by the Planning Commission or City Council, whichever is the final decision-making body. Plot plans of lots for which less than the minimum depth is requested, may be required to ensure that the lot is usable for residential purposes.

(Ord. 87-11, passed 7-27-87)

(H) *Open space requirements.* All multiple residential uses of two or more dwelling units on one lot shall provide a fenced playground (or other open space in the case of an adult-only facility) of at least 50 square feet per unit with a minimum area of 300 square feet provided regardless of the number of units. This area shall not be a lineal open space but should have a width to depth ratio not exceeding one to two (1:2). Except in very large complexes (more than 50 units) this required open space shall be in one location.

(1) Allowed uses include playgrounds, walking and biking paths/trails, picnic areas, and community flower and vegetable gardens.

(2) Open space can be managed by a third party using land trusts or conservation easements.

(`67 Code, § 10-3-4) (Ord. 2004-001, passed 6-14-04)

(I) *Landscape areas.* No more than 50% of a residential front yard shall be paved and no more than 50% of a rear yard shall be paved. An interior side yard may be paved if a minimum of one foot is left unpaved along the side property line.

(J) *Driveways.* The minimum distance between approaches serving the same parcel of land shall be 20 feet. The minimum setback of a driveway to a side property line is five feet and from a dwelling unit three feet.

(Am. Ord. 2017-010, passed 10-24-17)

PROPOSED

Attachment 3

THE CITY COUNCIL OF THE CITY OF RIVERBANK ORDINANCE NO. 2018-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING TITLE XV: LAND USAGE, CHAPTER 153: ZONING, SECTION 153.032 USES PERMITTED WITH A USE PERMIT, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, BY REPEALING THIS SECTION IN ITS ENTIRETY AND SUBSTITUTING IT WITH NEW SECTION 153.032 USES PERMITTED WITH A USE PERMIT AND ADDING 153.032.1 PROHIBITED USES, SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 ZONE, TO THE RIVERBANK MUNICIPAL CODE OF ORDINANCES

WHEREAS, the City has been working for months on a code enforcement case involving a personal skate ramp in an R-1, Single Family Residential zoning district back yard, which is causing privacy, noise, and lighting concerns for the neighbors, hindered by a lack of specific regulations to address the concerns; and

WHEREAS, on May 2, 2018, notice of the Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the Planning Commission held a public hearing on May 15, 2018, to consider the proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, the proposed Zoning Code amendment complies with the General Plan in that the Noise Element's Overarching Goal for the Environment is to "Ensure that Noise does not Substantially Reduce the Quality of Urban Life"; and

WHEREAS, the amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines; and

WHEREAS, on July 11, 2018, notice of the City Council public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, the City Council held a public hearing on July 24, 2018, to consider the proposed amendment to the City of Riverbank Municipal Code; and

WHEREAS, The Riverbank City Council made the following finding:

1. A ban on skate ramps in R-1 Single Family Residential zoning districts is consistent

with the goals, policies, programs, and uses of the General Plan.

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

SECTION 1: Title XV: Land Usage, Chapter 153: Zoning, Section 153.032 Uses Permitted with a Use Permit, Single-Family Residential District R-1 Zone, by Repealing this Section in its Entirety and Substituting it with New Sections 153.032 Uses Permitted with a Use Permit and adding 153.032.1 Prohibited Uses, Single-Family Residential District R-1 Zone, to the Riverbank Municipal Code of Ordinances, which shall read as follows:

Title XV: Land Usage, Chapter 153: Zoning

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
- (B) Schools, public utility, quasi-public buildings.
- (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
- (D) Mobile home park, which meets the "Mobile Home Park Standards" as adopted by Resolution of the City Council.
- (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.

§ 153.032.1 PROHIBITED USES.

- (A) All personal half-pipes and similar skate ramp structures are prohibited.

('67 Code, § 10-3-3) (Ord. 92-06, passed 7-13-92; Am. Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08)

§ SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 2. If any section, subsection, subdivision, paragraph, 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 3: This Ordinance shall become effective thirty (30) days from and after its final passage August 14, 2018, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on July 24, 2018. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 14th day of August; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

EXHIBIT A TO ATTACHMENT 3

Title XV: Land Usage, Chapter 153: Zoning

§ 153.032 USES PERMITTED WITH A USE PERMIT.

- (A) Churches and other religious institutions (excluding open-air or tent).
- (B) Schools, public utility, quasi-public buildings.
- (C) Public or private automobile parking lots when adjacent to a C or M district or to a PD district when used for commercial or industrial purposes.
- (D) Mobile home park, which meets the "Mobile Home Park Standards" as adopted by Resolution of the City Council.
- (E) Family day care centers for seven (7) to twelve (12) paying guests when the requirements of § 153.031(D) of this chapter are not met.

§ 153.032.1 PROHIBITED USES.

- (A) All personal half-pipes and similar skate ramp structures are prohibited.

(`67 Code, § 10-3-3) (Ord. 92-06, passed 7-13-92; Am. Ord. 97-03, passed 1-27-97; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	July 24, 2018
Subject:	A Resolution Approving Riverbanks Participation in the New Stanislaus Drug Enforcement Agency and Authorizing the City Manager to Execute the Associated Joint Powers Agreement
From:	Sean Scully, City Manager
Submitted by:	Chief Kiely

RECOMMENDATION

It is recommended that the City Council consider for approving the attached resolution approving Riverbanks participation in the new Stanislaus Drug Enforcement Agency (SDEA) and authorizing the City Manager to execute the associated Joint Powers Agreement (JPA).

SUMMARY

The attached final draft of the SDEA JPA expands the mission of the SDEA (see below Background and Strategic Plan sections) and transfers the bulk of administrative responsibilities from the Modesto Police Department/City of Modesto to the Stanislaus County Sheriff's Department/Stanislaus County (i.e. the Chairperson of the Committee/Director of Operations will transfer from the MPD Chief to the Stanislaus Sheriff, the Attorney for Civil Matters will transfer from Modesto City Attorney's Office to County Counsel, fiduciary responsibilities will transfer from Modesto Finance to Stanislaus Finance personnel, etc.) If approved the City would commit to participation for the next 3 fiscal years.

Riverbank's cash contribution will be \$15,000 annually (amounts are based upon each city's population), as we do not commit any personnel to SDEA.

BACKGROUND

SDEA is made up of local, state and federal law enforcement personnel traditionally tasked with drug investigations. During the last several years the Modesto Police Department (MPD) has served as the lead agency providing resources for administrative and fiduciary oversight. Due to time lapse and MPD staffing concerns a lead agency transition from MPD to the Stanislaus County Sheriff's Department was proposed by the SDEA governing board. It was also recommended that the mission of SDEA be expanded to include not just major narcotic cases, but also major crimes

directly associated with these narcotic cases. In order to accomplish the above, a new SDEA JPA was drafted.

STRATEGIC PLAN

The approval of the SDEA JPA is relevant to the city's goal of enhancing public safety as its approval will allow SDEA to assist the city with enforcing certain drug control laws, violent crimes, gang related crimes, street terrorism, human trafficking and other highly sensitive investigations.

FINANCIAL IMPACT

The city's annual cost to participate in SDEA is \$15,000. The City has traditionally participated in the past with varying cost for participation in SDEA. The City Council could choose to allocate funds from the general fund to participate or allocate funds from the public benefit fund.

SDEA is the only unit in the county that has the ability to go into/investigate/dismantle Honey Oil labs and Fentanyl sites. Honey Oil labs and Fentanyl sites are becoming more frequent. Resolving these cases requires specialized training and equipment that only SDEA has. If the City of Riverbank opts to NOT join SDEA, the city would likely be billed for SDEA's services which could potentially be in excess of the annual participating cost.

ATTACHMENT

1. Resolution
2. SDEA JPA (final draft)

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING RIVERBANKS PARTICIPATION IN THE NEW
STANISLAUS DRUG ENFORCEMENT AGENCY (SDEA) AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE ASSOCIATED JOINT POWERS AGREEMENT
(JPA)**

WHEREAS, the City of Riverbank has traditionally participated in the SDEA; and

WHEREAS, the SDEA offers specialized investigation and enforcement resources to Riverbank; and

WHEREAS, ongoing participation for the City of Riverbank will require a \$15,000 contribution but will not require assignment of personnel at this time; and

WHEREAS, participation in SDEA will enhance Riverbank's public safety which is a strategic objective for the City of Riverbank; and

WHEREAS, ongoing commitments to regional public safety efforts improve inter-jurisdictional relationships; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Riverbank hereby approved Riverbank's participation in the Stanislaus Drug Enforcement Agency (SDEA) and authorizes the City Manager to execute the associated Joint Powers Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of July, 2018; 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
City Clerk

Richard O'Brien
Mayor

Exhibit A

SDEA JPA Agreement

PROPOSED

Stanislaus Drug Enforcement Agency



Joint Powers Agreement

July 1, 2018-June 30, 2021

MISSION AND GOALS

The Stanislaus Drug Enforcement Agency (SDEA) is a county wide multi-agency task force charged with the responsibility to enforce drug laws and investigate violent crimes.

It shall be the mission of SDEA to interdict the flow of narcotics into and within Stanislaus County, investigate violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the Governing Board.

It shall be the primary goal of SDEA to maintain an allegiance with the citizens of Stanislaus County in order to maximize our efforts in preventing and combating narcotics trafficking violent crimes in our communities. An integral part of this goal is maintaining a high level of communication and support to and from allied agencies.

**STANISLAUS DRUG ENFORCEMENT AGENCY
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made with reference to the following facts:

- A. Each party hereto is empowered by law to provide police protection to its residents.
- B. Each party recognizes interjurisdictional cooperation is essential for the effective control of dangerous drugs in Stanislaus County.
- C. Each party desires to establish an agency to maintain a fully operational and specially trained police unit to assist each of the parties to this agreement in enforcing drug control laws, violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the governing board. The Stanislaus Drug Enforcement Agency will also study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County in accordance with the operational policy approved by the governing board.
- D. The parties, pursuant to the provisions of California Government Code Sections 6500 et seq., are authorized to enter into this Joint Powers Agreement so as to create a separate public entity to enforce the laws of the State of California; and
- E. The parties desire to replace the Joint Powers Agreement between them, which became effective on September 10, 2008.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Administering Agency

There is hereby created the Stanislaus Drug Enforcement Agency (hereafter "SDEA") to administer the drug enforcement unit (hereafter "Unit") and to carry out the purposes of this agreement. For such purposes, pursuant to Government Code Section 6508, SDEA shall have the authority, in its own name, to do any or all of the following: to make and enter contracts; to employ agents and employees; to acquire, construct, manage, maintain or operate any building, works, or improvement, or to acquire, hold or dispose of property; to incur debts, liabilities or obligations within the limitations provided by this agreement, and to perform any other act necessary for the purposes hereof.

2. Term

The initial term of this agreement shall commence on July 1, 2018, and shall continue in full force until June 30, 2021, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated as herein provided. A party may terminate its participation in this agreement by giving written notice of its intention to do so to all other parties have at least thirty (30) calendar days prior to the end of any term. This agreement may be terminated at any time by mutual agreement of all parties hereto.

3. Additional Parties

Cities located within Stanislaus County, which are not parties to this agreement, may participate in this agreement by giving written notice of their election to become a SDEA participating agency to the SDEA governing body at least thirty (30) calendar days prior to January 1 or July 1 of any year. A City's election to become a participating member is subject to the approval of the

SDEA governing body. Once the City's election to become a SDEA participating agency is approved by the SDEA governing body, the City shall immediately, upon approval, become an SDEA participating agency and be subject to the terms and conditions of the Stanislaus Drug Enforcement Agency Joint Powers Agreement in effect.

4. Governing Body

The governing body of SDEA shall be a committee comprised of the Sheriff of Stanislaus County, the District Attorney of Stanislaus County, the Chief Probation Officer of Stanislaus County and the Chief of Police of each participating City. Each member of the governing committee may appoint from his/her office an alternate member, and such alternate member is authorized to exercise the powers and duties of the regular member and to act at a meeting of the governing committee when the primary member is absent. The Sheriff of Stanislaus County shall be the Chairperson of the committee, but in the absence of the Chairperson or his/her alternate, the committee shall elect a temporary Chairperson from that meeting from among the committee members present. Decisions by the committee shall require an affirmative vote of a simple majority, consisting of one half the members plus one, of the parties to this agreement, with the Chairperson being permitted to cast his/her vote in the same manner as any other member.

5. Officers

The officers of SDEA shall consist of a clerk from the Stanislaus County Sheriff's Department or any participating agency as approved by the governing body. The Auditor-Controller of Stanislaus County will serve as the fiduciary authority, and the Purchasing Agent of SDEA shall be the General Services Agency (GSA) Director of Stanislaus County. The performance of duties under this agreement by officers of the County or participating city, who are covered by bond, shall be an official duty of the County or City so that the bond shall cover such officers when they are performing duties for SDEA. The attorney for all civil matters regarding SDEA shall be the County Counsel of Stanislaus County. The Sheriff of Stanislaus County shall be the Director of Operations for SDEA and shall be responsible for the day-to-day operation of the Unit in accordance with guidelines and policies set forth by the governing committee.

6. Operational Unit

The governing body shall create and maintain a drug enforcement and investigative unit staffed by qualified peace officers to carry out the purpose of this agreement. Each peace officer assigned to the unit shall be an officer regularly employed by one of the parties to this agreement.

The position of Unit Commander of SDEA may be a Lieutenant or command level personnel from the Sheriff's Department, at the discretion of the Sheriff of Stanislaus County.

The position of Unit Supervisor of SDEA will be a sergeant from the Sheriff's Department. The unit supervisor will rotate in accordance with the Stanislaus Sheriff's Supervisor Association's (SCSSA) rotation policy.

All personnel assigned to the unit shall be determined by the governing board.

7. Funding

Subject to the provisions of this agreement and any applicable law, the Auditor-Controller of Stanislaus County shall receive, have custody of, and disburse agency funds pursuant to the procedures set forth in this agreement.

Funding for SDEA is derived from several different sources:

a. In Kind

Personnel costs for any position not covered by grant or other outside funding will be the responsibility of the participating agency. A participating agency may elect to withdraw in kind personnel by giving written notice of its intention to do so at least thirty (30) calendar days prior to January 1st or July 1st of any year.

b. Cash Contribution

An annual cash contribution will be required if a participating agency is not willing or able to provide a sworn full time in-kind body to SDEA. The cash contribution will be billed to each participating agency at the beginning of each fiscal year if a body has not been committed thirty (30) calendar days prior to July 1st. If a participating agency withdraws in kind personnel during the fiscal year, a pro-rated amount will be billed.

The cash contribution will be used to offset day to day expenditures and for expenditures that are not allowable by the various funding sources available to SDEA. The cash contribution amount will be based on population statistics provided by the State of California Department of Finance and will be billed on the following scale:

Jurisdiction Population	Cash Contribution
0 -10,000	\$5,000
10,000 - 20,000	\$7,500
20,000 - 40,000	\$15,000
40,000 - 60,000	\$30,000
60,000 - 80,000	\$60,000
80,000 - 100,000	\$120,000
100,000 +	\$180,000

c. Asset Forfeiture

SDEA shall utilize the existing NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeiture funds generated by SDEA operations shall be used to supplement the budget of SDEA for operational activities. The use of asset forfeiture funds in SDEA operations shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.

The Auditor-Controller of Stanislaus County shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by SDEA activity shall pass through the Auditor-Controller of Stanislaus County. The Auditor-Controller of Stanislaus County shall make disbursements in accordance to this agreement and governing body directions, and provide monthly accounting thereof. Monies deposited in such accounts shall be held in a manner and fashion in accordance with applicable federal and state laws. Interest earned on all funds, if any, shall be deposited back into the SDEA Asset Forfeiture accounts. Approved expenditures of asset forfeiture funds shall specify the account from which the funds are to be taken.

d. HIDTA

The Central Valley High Intensity Drug Trafficking Area (HIDTA) program provides an annual spending authority administered through the Sacramento County Sheriff's Department for reimbursement of HIDTA related expenditures. The Stanislaus County Sheriff's Department is designated as the lead agency.

HIDTA funds are currently used for case related overtime, case related expenses, training and miscellaneous operating expenses.

e. Cal-MMET

California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) is funded by the 2011 Public Safety Realignment through the Enhancing Law Enforcement Activities Subaccount (ELEAS) and is allocated annually to the County of Stanislaus.

Some of the current funding is used to fund positions as SDEA and other miscellaneous expenses that are approved by the Sheriff's Department. This funding is NOT guaranteed for use at SDEA and will be allocated at the Sheriff's discretion.

f. Other Funding Sources

If other funding sources become available, it will need to be approved by the Governing Board and the County of Stanislaus who will become the fiduciary.

8. Budget

- a. For the purposes of this agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.
- b. A preliminary annual budget shall be adopted by the governing board prior to March 1 for the following fiscal year, which shall commence on the first day of July. The Director of Operations of the unit shall deliver a copy of the annual budget to each party within ten (10) business days after the budget is adopted.
- c. The governing committee and every other official or employee of SDEA shall be limited in the making of expenditures and in incurring liabilities to the amount of appropriations

allowed by the budget as adopted pursuant to section 8.a of this agreement. Except as otherwise provided by law, liabilities incurred in excess of any budget appropriation shall not be a liability of SDEA and payments shall not be issued to cover such liabilities. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities and obligations of SDEA shall be those of SDEA and not of the parties of this agreement.

9. Records and Accounts

- a. The governing committee of SDEA shall have proper books or records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books or records and accounts shall be kept in accordance with State law and the rules and regulations of the State Controller and as required by the Auditor-Controller of Stanislaus County. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties of this agreement.
- b. The governing committee of SDEA shall have an annual financial report, including a report of all receipts and disbursements of funds, which shall be available at the office of the Clerk of SDEA, and a copy thereof shall be delivered to each party in this agreement. The report shall be filed following the issuance of a fiscal annual audit report.
- c. The governing committee of SDEA shall maintain records for all assets. An annual inventory will be maintained.

10. Termination of JPA

Upon termination of the JPA, SDEA will pay all liabilities to any non-participants and will dispose of all assets through sale or other transfer method. Any asset which has been identified as contributed by any party in this agreement shall be returned to that party. All other assets will be converted to cash. Once all assets have been converted to cash and after all SDEA liabilities have been paid, the balance will be distributed out based on the following percentages:

Participant	Percentage of Funds
Ceres	8.83%
Hughson	1.35%
Modesto	39.31%
Newman	2.03%
Oakdale	4.08%
Patterson	3.98%
Riverbank	4.42%
Turlock	13.33%
Waterford	1.64%
County	21.03%

11. Claims

All claims against SDEA, including but not limited to, claims by public entities or public officers and employees for fees, salaries, wages, mileage, in-kind contributions or other expenses, shall be within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the County of Stanislaus, and established by the governing committee of SDEA pursuant to Chapter 5 (commencing with section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

12. General Liability

None of the parties to this agreement waive any of the privileges and immunities set forth in California Government Code Section 6513. The County of Stanislaus, City of Modesto, City of Ceres, City of Oakdale, City of Turlock, City of Hughson, City of Patterson, City of Waterford, City of Newman and City of Riverbank agree to the following:

The processing of all claims against SDEA for payment to third parties shall be performed in accordance with California law and the existing policies and procedures enacted by the County of Stanislaus.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in all personal injury and property damage claims and lawsuits to investigate, direct, negotiate, compromise, settle, and otherwise administer all aspects of any claims and lawsuits.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in accordance with California law, for all costs and expenses for the administration, defense, and indemnity for any claims and lawsuits.

The County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of the administration, defense, and indemnity for all said claims and lawsuits.

Workers' Compensation insurance shall not be provided by SDEA for member agency employees but shall be maintained by the employing jurisdiction.

13. Investigation and Defense of General Liability

The County of Stanislaus, by and through the Office of County Counsel and all participating agencies shall provide cooperation in the investigation and defense of SDEA civil liability cases. The County of Stanislaus, by and through the Office of County Counsel, shall be responsible for the administration of all claims and lawsuits where the date of the alleged liability accrues on or after July 1, 2018 and through June 30, 2021 and arise out of the activities of SDEA and its agents or employees.

In the event the County of Stanislaus, by and through the Office of County Counsel determines a matter cannot or should not be investigated, defended, or otherwise administered by the Office

of County Counsel, and it is decided that an independent investigator or attorney may be necessary, the County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of any outside investigator or attorney.

The Joint Powers Agreement between the parties, which became effective September 10, 2008, is rescinded and this Agreement supersedes any previous documents entered into by SDEA and participating agencies.

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

COUNTY OF STANISLAUS

By: _____
Chief Executive Officer

ATTEST: _____
Clerk of the Board

APPROVED AS TO CONTENT:

By: _____
Sheriff

APPROVED AS TO CONTENT:

By: _____
District Attorney

APPROVED AS TO CONTENT:

By: _____
Chief Probation Officer

APPROVED AS TO FORM:

By: _____
County Counsel

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF CERES

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF HUGHSON

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF MODESTO

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF NEWMAN

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF OAKDALE

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF PATTERSON

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF RIVERBANK

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF TURLOCK

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF WATERFORD

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: July 24, 2018

Subject: A **Resolution** Authorizing the City Manager to Execute a Professional Service Agreement with Kjeldsen, Sinnock, & Nudeck Engineering (KSN) as a Consultant to oversee the Smoke Testing of the Collection System for a Total not to exceed \$31,933.00

From: Sean Scully, City Manager

Submitted by: Michael Riddell, Director Public Works

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign the agreement for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing the Collection System.

SUMMARY

A Request for Proposal was sent to the following four (4) engineering firms all of whom have a technical specialization in wastewater collections. A response was requested to be received by no later than close of business on June 28, 2018. Staff received only one response (KSN Engineers) within the allotted time frame. In order to ensure the pricing was competitive, staff contacted Michael Harrison Managing Engineer for Brown and Caldwell. Brown and Caldwell estimated the cost for this project would be approximately \$ 48,000.00.

Engineering Firm	Response	Cost
Black & Veatch	None	N/A
CH2MHill	None	N/A
Carollo Engineers	None	N/A
KSN Engineers	Yes	\$ 31,933.00

BACKGROUND

Smoke testing is a relatively simple process that consists of blowing smoke mixed with large volumes of air into the sanitary sewer line usually induced through the manhole. The smoke travels the path of least resistance and quickly shows up at sites that allow surface water inflow. The goal of this testing is to find areas of collection pipe that may

be perforated or cracked and that are allowing non-wastewater into the system. The smoke testing will also identify any illegal connections that may exist. Completing a smoke test of the system will allow the City of Riverbank to remain in compliance with the regional board's state order (see next section). This engineering contract would be responsible for creating the scope of work and providing the contract administration for the project on behalf of the City.

REQUIREMENT PER SWRCB STATE ORDER NO. 2006-0003-DWQ

- (a) Prevent illicit discharges into its wastewater collection system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc.);
- (b) Require that sewers and connections be properly designed and constructed;
- (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
- (e) Enforce any violation of its sewer ordinances.

STRATEGIC PLAN

Maintain and Improve the City's Infrastructure and Services

FINANCIAL IMPACT

\$ 31,933.00 to the Sewer Fund C.I.P. This project was identified in the 2015 Sewer Rate Study and has been part of the CIP and funds have been collected for this express purpose for a number of years.

ATTACHMENT

- 1. Resolution
- 2. Agreement for Professional Services.
- 3. Proposal for Professional Services.

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICE AGREEMENT WITH KJELDSSEN, SINNOCK & NUDECK
ENGINEERING (KSN) AS A CONSULTANT TO OVERSEE THE SMOKE TESTING OF
THE COLLECTION SYSTEM FOR A TOTAL NOT TO EXCEED \$31,933.00**

WHEREAS, professional engineering services agreements are an effective way to retain engineering consultants to ensure that public works projects are delivered in a timely and cost-effective manner; and

WHEREAS, consistent with the City's policy for Professional Services, on June 5, 2018, Public Works sent out a Request for Proposal (RFP) to four (4) engineering firms for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing Program for the City of Riverbank ; and

WHEREAS, on June 28, the City received one (1) response from KSN for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing Program for the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts a resolution to authorize the City Manager to execute Professional Service Agreement with Kjeldsen, Sinnock & Nudeck Engineering (KSN).

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the _____ day of _____, 2018; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment:

SHORT FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. 2249-0120

Agreement entered into at Stockton, CA on this date of July 9, 2018,
by and between: City of Riverbank and Kjeldsen, Sinnock & Neudeck, Inc.

Client:	City of Riverbank	Consultant:	Kjeldsen, Sinnock & Neudeck, Inc.
Name:	Sean Scully	Name:	Neal T. Colwell
Address:	6707 Third Street	Address:	711 N Pershing Avenue
City, St, Zip:	Riverbank, CA 95637	City, St, Zip:	Stockton, CA 95203
Phone:	209-863-7198	Phone:	209-946-0268
Mobile:		Mobile:	
Fax:		Fax:	209-946-0296
Email:	sscully@riverbank.org	Email:	ncolwell@ksninc.com
License No:		License No:	RCE 59437

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for (hereinafter called "project."):

Contract Administration and Project Management for Smoke Testing Program

B. Consultant agrees to perform the following scope of services:

Pursuant to Scope of Services dated April 9, 2018 (Exhibit A)

C. Client agrees to compensate Consultant for such services as follows:

Time and expense basis not to exceed \$31,933.00, to be billed according to 2017/2018 Fee Schedule for Prevailing Wage Projects (Exhibit B)

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 33, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

None

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit N/A** to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant's instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default under this agreement and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant and otherwise cures any default.

12. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
13. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
14. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.

15. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition

Client Initials	Consultant Initials
-----------------	---------------------

in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other

Client Initials	Consultant Initials
-----------------	---------------------

contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.

25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. Consultant is not responsible for the failure of any public agency to approve Consultant's work product.
26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

- 32.** Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
- 33.** Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: City of Riverbank Consultant: Kjeldsen, Sinnock & Neudeck, Inc.

By: _____ By: _____

Name: Sean Scully Name: Neal T. Colwell

Title: City Manager Title: Principal

Date Signed: _____ Date Signed: _____

Client should mail completed contract to the address shown for Consultant.



EXHIBIT A

Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

SENT VIA EMAIL

0017-0470
99-001

April 9, 2018

Michael Riddell, Deputy Development Services Director - Operations
City of Riverbank
6707 Third Street
Riverbank, CA 95637

Re: Proposal for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing Program

Dear Mr. Riddell,

Pursuant to the City of Riverbank's (City) request, we are pleased to present this proposal for professional engineering services related to the soliciting, contracting, and project management of the smoke testing program for the City's collection system. We propose to: prepare the contract and bidding documents; provide bidding management and support; provide coordination support and limited observation of the contracted services for the program; and provide a recommended approach to address identified issues. Our experienced team includes Neal Colwell as KSN's principal in charge and Elizabeth Schlegel as project manager. Neal is a California licensed civil engineer with over 25 years of experience in engineering associated with wastewater facilities planning, over 7 years of which have been at KSN. Elizabeth is a California licensed civil engineer with 12 years of experience, all at KSN.

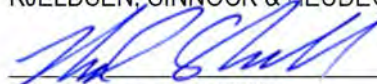
KSN proposes to provide the attached described scope of services for a total fee of \$31,933.00. Our fee-breakdown per task is as follows:

Task	Fee
Prepare Contract and Bidding Documents	\$13,693.00
Project Bidding Management and Assistance	\$2,992.00
Coordination Support and Observation of Smoke Testing	\$9,454.00
Recommendation for System Repairs	\$5,794.00
Limiting Fee	\$31,933.00

We propose to bill for services on a time and expenses basis, not to exceed the Limiting Fee for the scope as enclosed. We understand that the City intends to smoke test the entire collection system. Our scope and fee is based on KSN's previous review of the City's collection system map and prior experience with managing smoke testing programs.

KSN is prepared to commence with the attached services immediately upon authorization by the City. We expect to have draft Contract and Bidding documents to the City for review within four weeks of authorization. If you have any questions regarding our proposed scope of services, please contact me at (209) 946-0268.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Neal Colwell, RCE 59437

cc: File

w/enclosures

Scope of Services
Task Hours Breakdown
2017/2018 Fee Schedule for Prevailing Wage Projects

**City of Riverbank
Smoke Testing Support Services
Kjeldsen, Sinnock & Neudeck, Inc.**

Scope of Services

April 9, 2018

Approach

KSN will provide professional engineering services to the City of Riverbank (City) to support the contracting of a smoke testing contractor (Contractor) and to oversee the implementation of smoke testing services for the City's collection system. All services performed by KSN will be overseen by Neal Colwell, P.E.; work will be performed by KSN staff as identified in the attached Task Hours Breakdown. To facilitate the contracting and implementation of this smoke testing project (Project), KSN proposed to complete the following tasks:

- Prepare bidding and contract documents for smoke testing the City's entire sewer collection system;
- Prepare an estimate of smoke testing costs for the sewers to be tested;
- Provide bidding management and assistance to the City during the bidding of the project;
- Provide coordination support and observation of smoke testing during the testing period; and
- Provide a review of summary reports as prepared by the Contractor and recommendations for system repairs.

These services will be provided pursuant to the scope of services described below.

Task No. 1 - Prepare Contract and Bidding Documents

KSN will prepare draft contract and bidding documents for the City to review. This task will include the following sub-tasks:

- 1.1 Prepare draft contract and bidding documents: KSN will prepare contract and bidding documents for smoke testing services for the City's sewer collection system.
- 1.2 Prepare testing area map: KSN will prepare an exhibit of sewers within the City's collection system to be smoke tested. The map will be developed based on existing sewer mapping of the City's collection system. The map will note sewer manhole locations, sewer diameters, and map lengths, for use by the smoke testing contractor.
- 1.3 Prepare sample public notification letter (door hanger): KSN will also prepare a sample public notification letter to be distributed to property owners and tenants prior to smoke testing, as well as to the local fire department, sheriff's department, and emergency hotline (911). The letter will include a testing area map and a list of Frequently Asked Questions (FAQs).
- 1.4 Finalize contract documents.

Task No. 1 - Deliverables

- Electronic copies of contract and bidding documents in pdf;
- Map of sewers to be included in the Project, including public notification recommendations, for use by the smoke testing contractor. The map to include manholes, sewer diameters, and sewer lengths, for use by a smoke testing contractor;
- A sample public notification letter for distribution.

Task No. 2 - Project Bidding Management and Assistance

KSN proposes to assist the City with the bidding of the Project. Sub-tasks to be included are as follows:

- 2.1 Assist with distribution of contract documents: KSN will assist with the compilation and electronic distribution of contract and bidding documents to prospective bidders; and
- 2.2 Prepare addendum: Receiving and managing documented responses to bidder's inquiries, including working with the City on any addendum changes to the contract. Any addendum clarification of the contract or bidding documents will be prepared by KSN.

Task No. 2 – Deliverables

- Electronic copies of addendum in pdf.

Task No. 3 - Coordination Support and Observation of Smoke Testing

KSN proposes to provide limited coordination to support the implementation of the Project as well as meet with the City to review the results. It is our intent that the contractor provide adequate project supervision and coordination for successful completion of the smoke testing and documentation of defects. This task will include the following sub-tasks:

- 3.1 Coordinate and attend kickoff meeting: Once a smoke testing contractor has been selected by the City to perform smoke tests in the identified areas, KSN will meet with the Contractor to review the contract requirements, Contractor schedule, and generally kick-off the project with the City.
- 3.2 Attend tailgate meeting: Once field work is scheduled, KSN will attend an initial tailgate meeting with the City and the contractor to confirm Project requirements and coordination before smoke testing commences.
- 3.3 Attend meeting with City to review smoke testing results: After smoke testing is complete, KSN will meet with the City to review the illegal connections identified during smoke testing, and assist the City in determining an appropriate approach to remediating the illegal connections.
- 3.4 Contractor coordination: During the Contractor's execution of the smoke testing contract, KSN will assist the City with communication and coordination with the Contractor on unforeseen circumstances or issues. The need for such coordination is not defined, however we are proposing a budget of 20 engineering hours for this effort.

Task No. 4 - Recommendation for System Repairs

KSN will prepare the following:

- 4.1 Compile and review smoke testing results: KSN will compile Contractor-prepared smoke testing results and will review testing findings and defect locations, and provide feedback to the smoke testing contractor prior to finalization of the smoke testing report.
- 4.2 Prepare summary memorandum and recommendation: KSN will prepare a memorandum summarizing the findings of the Project, including a map with locations of locations of defects identified by smoke testing if needed, and provide a recommended approach in remediating any illegal connections as well as any system repairs.

Task No. 4 – Deliverables

- Summary and recommendation memorandum.

Scope of Services Understandings

- This scope of services excludes deliverables and services not described above, including field surveys.
- No permitting or environmental documentation will be necessary for the work to be performed.
- Testing area map will be developed based on City-provided existing sewer system GIS or AutoCAD mapping.
- Contracting of a smoke testing contractor will be completed by the City.
- Compilation of a distribution list and distribution of finalized public notifications, including coordination with emergency services departments, will be completed by others.
- Daily inspections and/or contractor supervision, including documentation of possible system deficiencies identified during testing, will be by others.

KSN Fee Estimate

KSN proposes to provide the above described scope of service on a time and expenses basis for a total not to exceed fee of \$31,933 based on our 2017-2018 prevailing wage fee schedule. An approximate breakdown of effort by sub-task is attached.

City of Riverbank Smoke Testing Support Services

TASK HOURS BREAKDOWN

	KJELDSSEN, SINNOCK & NEUDECK INC. STAFF HOURS					Staff Budget	OTHER DIRECT COSTS		Other Direct Costs Budget	TOTAL BUDGET (Rounded)
	Principal Engineer	Senior Engineer	Junior Engineer	GIS/CAD Tech II	Admin III		Direct Expenses	Mileage		
	Rates	\$240	\$185	\$135	\$115		\$98	110%		
PROJECT TASKS										
1.0 Prepare Contract and Bidding Documents	6	17	46	24	0	\$ 13,555	\$ 138	\$ -	\$ 138	\$ 13,693
1.1 Prepare draft contract and bidding documents	4	12	32			\$7,500	\$55	\$0	\$55	\$7,555
1.2 Prepare testing area map (Locating sewer manholes, sewer diameters and lengths)	1	2	4	24		\$3,910	\$0	\$0	\$0	\$3,910
1.3 Prepare sample public notification letter		1	6			\$995	\$0	\$0	\$0	\$995
1.4 Finalize contract documents	1	2	4			\$1,150	\$83	\$0	\$83	\$1,233
2.0 Project Bidding Management and Assistance	1	4	12	0	4	\$ 2,992	\$ -	\$ -	\$ -	\$ 2,992
2.1 Assist in distribution of contract documents	1	2	4		4	\$1,542	\$0	\$0	\$0	\$1,542
2.2 Prepare addendums		2	8			\$1,450	\$0	\$0	\$0	\$1,450
3.0 Coordination Support and Observation of Smoke Testing	4	26	26	0	0	\$ 9,280	\$ -	\$ 174	\$ 174	\$ 9,454
3.1 Coordinate and attend kickoff meeting		6	6			\$1,920	\$0	\$87	\$87	\$2,007
3.2 Attend tailgate meeting		4	4			\$1,280	\$0	\$87	\$87	\$1,367
3.3 Attend meeting with City to review smoke testing results	4	6	6			\$2,880	\$0	\$0	\$0	\$2,880
3.4 Contractor coordination (Allocation of 20 hrs)		10	10			\$3,200	\$0	\$0	\$0	\$3,200
4.0 Recommendation for System Repairs	2	10	24	0	2	\$ 5,766	\$ 28	\$ -	\$ 28	\$ 5,794
4.1 Compile and review smoke testing results	1	6	8		2	\$2,626	\$0	\$0	\$0	\$2,626
4.2 Prepare summary memorandum and recommendation	1	4	16			\$3,140	\$28	\$0	\$28	\$3,168
PROJECT TOTALS	13	57	108	24	6	\$ 31,593	\$ 165	\$ 174	\$ 339	\$ 31,933

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

**2017 / 2018 FEE SCHEDULE
PREVAILING WAGE PROJECTS
Effective July 1, 2017**

Position	Rate
Principal Engineer	\$ 240.00
Associate Engineer	\$ 210.00
Senior Engineer	\$ 185.00
Engineer	\$ 165.00
Junior Engineer	\$ 135.00
Senior Surveyor	\$ 191.00
Surveyor	\$ 160.00
Assistant Surveyor	\$ 140.00
Field Crew-One Man & Vehicle	\$ 191.00
Field Crew-Two Man & Vehicle	\$ 289.00
Inspector	\$ 150.00
Inspector & Vehicle	\$ 176.00
Senior Project Manager	\$ 212.00
Project Manager	\$ 180.00
Assistant Project Manager	\$ 160.00
Grant Manager	\$ 140.00
GIS/CAD Technician III	\$ 135.00
GIS/CAD Technician II	\$ 115.00
GIS/CAD Technician I	\$ 90.00
Project Accountant	\$ 130.00
Administrative III	\$ 98.00
Administrative II	\$ 83.00
Administrative I	\$ 68.00

Equipment	Hourly Rate
3D Print Cloud Work Station	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	

Additional charges may apply for overtime services.

Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.

Hourly rates are subject to review and adjustment July 1st of each year.



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

SENT VIA EMAIL

April 9, 2018

0017-0470
99-001

Michael Riddell, Deputy Development Services Director - Operations
City of Riverbank
6707 Third Street
Riverbank, CA 95637

Re: Proposal for Professional Engineering Services for Contract Administration and Project Management for Smoke Testing Program

Dear Mr. Riddell,

Pursuant to the City of Riverbank's (City) request, we are pleased to present this proposal for professional engineering services related to the soliciting, contracting, and project management of the smoke testing program for the City's collection system. We propose to: prepare the contract and bidding documents; provide bidding management and support; provide coordination support and limited observation of the contracted services for the program; and provide a recommended approach to address identified issues. Our experienced team includes Neal Colwell as KSN's principal in charge and Elizabeth Schlegel as project manager. Neal is a California licensed civil engineer with over 25 years of experience in engineering associated with wastewater facilities planning, over 7 years of which have been at KSN. Elizabeth is a California licensed civil engineer with 12 years of experience, all at KSN.

KSN proposes to provide the attached described scope of services for a total fee of \$31,933.00. Our fee-breakdown per task is as follows:

Task	Fee
Prepare Contract and Bidding Documents	\$13,693.00
Project Bidding Management and Assistance	\$2,992.00
Coordination Support and Observation of Smoke Testing	\$9,454.00
Recommendation for System Repairs	\$5,794.00
Limiting Fee	\$31,933.00

We propose to bill for services on a time and expenses basis, not to exceed the Limiting Fee for the scope as enclosed. We understand that the City intends to smoke test the entire collection system. Our scope and fee is based on KSN's previous review of the City's collection system map and prior experience with managing smoke testing programs.

KSN is prepared to commence with the attached services immediately upon authorization by the City. We expect to have draft Contract and Bidding documents to the City for review within four weeks of authorization. If you have any questions regarding our proposed scope of services, please contact me at (209) 946-0268.

Sincerely,
KJELDEN, SINNOCK & NEUDECK, INC.

Neal Colwell, RCE 59437

cc: File

w/enclosures

Scope of Services
Task Hours Breakdown
2017/2018 Fee Schedule for Prevailing Wage Projects

**City of Riverbank
Smoke Testing Support Services
Kjeldsen, Sinnock & Neudeck, Inc.**

Scope of Services

April 9, 2018

Approach

KSN will provide professional engineering services to the City of Riverbank (City) to support the contracting of a smoke testing contractor (Contractor) and to oversee the implementation of smoke testing services for the City's collection system. All services performed by KSN will be overseen by Neal Colwell, P.E.; work will be performed by KSN staff as identified in the attached Task Hours Breakdown. To facilitate the contracting and implementation of this smoke testing project (Project), KSN proposed to complete the following tasks:

- Prepare bidding and contract documents for smoke testing the City's entire sewer collection system;
- Prepare an estimate of smoke testing costs for the sewers to be tested;
- Provide bidding management and assistance to the City during the bidding of the project;
- Provide coordination support and observation of smoke testing during the testing period; and
- Provide a review of summary reports as prepared by the Contractor and recommendations for system repairs.

These services will be provided pursuant to the scope of services described below.

Task No. 1 - Prepare Contract and Bidding Documents

KSN will prepare draft contract and bidding documents for the City to review. This task will include the following sub-tasks:

- 1.1 Prepare draft contract and bidding documents: KSN will prepare contract and bidding documents for smoke testing services for the City's sewer collection system.
- 1.2 Prepare testing area map: KSN will prepare an exhibit of sewers within the City's collection system to be smoke tested. The map will be developed based on existing sewer mapping of the City's collection system. The map will note sewer manhole locations, sewer diameters, and map lengths, for use by the smoke testing contractor.
- 1.3 Prepare sample public notification letter (door hanger): KSN will also prepare a sample public notification letter to be distributed to property owners and tenants prior to smoke testing, as well as to the local fire department, sheriff's department, and emergency hotline (911). The letter will include a testing area map and a list of Frequently Asked Questions (FAQs).
- 1.4 Finalize contract documents.

Task No. 1 - Deliverables

- Electronic copies of contract and bidding documents in pdf;
- Map of sewers to be included in the Project, including public notification recommendations, for use by the smoke testing contractor. The map to include manholes, sewer diameters, and sewer lengths, for use by a smoke testing contractor;
- A sample public notification letter for distribution.

Task No. 2 - Project Bidding Management and Assistance

KSN proposes to assist the City with the bidding of the Project. Sub-tasks to be included are as follows:

- 2.1 Assist with distribution of contract documents: KSN will assist with the compilation and electronic distribution of contract and bidding documents to prospective bidders; and
- 2.2 Prepare addendum: Receiving and managing documented responses to bidder's inquiries, including working with the City on any addendum changes to the contract. Any addendum clarification of the contract or bidding documents will be prepared by KSN.

Task No. 2 – Deliverables

- Electronic copies of addendum in pdf.

Task No. 3 - Coordination Support and Observation of Smoke Testing

KSN proposes to provide limited coordination to support the implementation of the Project as well as meet with the City to review the results. It is our intent that the contractor provide adequate project supervision and coordination for successful completion of the smoke testing and documentation of defects. This task will include the following sub-tasks:

- 3.1 Coordinate and attend kickoff meeting: Once a smoke testing contractor has been selected by the City to perform smoke tests in the identified areas, KSN will meet with the Contractor to review the contract requirements, Contractor schedule, and generally kick-off the project with the City.
- 3.2 Attend tailgate meeting: Once field work is scheduled, KSN will attend an initial tailgate meeting with the City and the contractor to confirm Project requirements and coordination before smoke testing commences.
- 3.3 Attend meeting with City to review smoke testing results: After smoke testing is complete, KSN will meet with the City to review the illegal connections identified during smoke testing, and assist the City in determining an appropriate approach to remediating the illegal connections.
- 3.4 Contractor coordination: During the Contractor's execution of the smoke testing contract, KSN will assist the City with communication and coordination with the Contractor on unforeseen circumstances or issues. The need for such coordination is not defined, however we are proposing a budget of 20 engineering hours for this effort.

Task No. 4 - Recommendation for System Repairs

KSN will prepare the following:

- 4.1 Compile and review smoke testing results: KSN will compile Contractor-prepared smoke testing results and will review testing findings and defect locations, and provide feedback to the smoke testing contractor prior to finalization of the smoke testing report.
- 4.2 Prepare summary memorandum and recommendation: KSN will prepare a memorandum summarizing the findings of the Project, including a map with locations of locations of defects identified by smoke testing if needed, and provide a recommended approach in remediating any illegal connections as well as any system repairs.

Task No. 4 – Deliverables

- Summary and recommendation memorandum.

Scope of Services Understandings

- This scope of services excludes deliverables and services not described above, including field surveys.
- No permitting or environmental documentation will be necessary for the work to be performed.
- Testing area map will be developed based on City-provided existing sewer system GIS or AutoCAD mapping.
- Contracting of a smoke testing contractor will be completed by the City.
- Compilation of a distribution list and distribution of finalized public notifications, including coordination with emergency services departments, will be completed by others.
- Daily inspections and/or contractor supervision, including documentation of possible system deficiencies identified during testing, will be by others.

KSN Fee Estimate

KSN proposes to provide the above described scope of service on a time and expenses basis for a total not to exceed fee of \$31,933 based on our 2017-2018 prevailing wage fee schedule. An approximate breakdown of effort by sub-task is attached.

City of Riverbank
Smoke Testing Support Services

TASK HOURS BREAKDOWN

		KJELDSSEN, SINNOCK & NEUDECK INC. STAFF HOURS					Staff Budget	OTHER DIRECT COSTS		Other Direct Costs Budget	TOTAL BUDGET (Rounded)
		Principal Engineer	Senior Engineer	Junior Engineer	GIS/CAD Tech II	Admin III		Direct Expenses	Mileage		
		Rates	\$240	\$185	\$135	\$115		\$98	110%		
PROJECT TASKS											
1.0 Prepare Contract and Bidding Documents		6	17	46	24	0	\$ 13,555	\$ 138	\$ -	\$ 138	\$ 13,693
1.1 Prepare draft contract and bidding documents		4	12	32			\$7,500	\$55	\$0	\$55	\$7,555
1.2 Prepare testing area map (Locating sewer manholes, sewer diameters and lengths)		1	2	4	24		\$3,910	\$0	\$0	\$0	\$3,910
1.3 Prepare sample public notification letter			1	6			\$995	\$0	\$0	\$0	\$995
1.4 Finalize contract documents		1	2	4			\$1,150	\$83	\$0	\$83	\$1,233
2.0 Project Bidding Management and Assistance		1	4	12	0	4	\$ 2,992	\$ -	\$ -	\$ -	\$ 2,992
2.1 Assist in distribution of contract documents		1	2	4		4	\$1,542	\$0	\$0	\$0	\$1,542
2.2 Prepare addendums			2	8			\$1,450	\$0	\$0	\$0	\$1,450
3.0 Coordination Support and Observation of Smoke Testing		4	26	26	0	0	\$ 9,280	\$ -	\$ 174	\$ 174	\$ 9,454
3.1 Coordinate and attend kickoff meeting			6	6			\$1,920	\$0	\$87	\$87	\$2,007
3.2 Attend tailgate meeting			4	4			\$1,280	\$0	\$87	\$87	\$1,367
3.3 Attend meeting with City to review smoke testing results		4	6	6			\$2,880	\$0	\$0	\$0	\$2,880
3.4 Contractor coordination (Allocation of 20 hrs)			10	10			\$3,200	\$0	\$0	\$0	\$3,200
4.0 Recommendation for System Repairs		2	10	24	0	2	\$ 5,766	\$ 28	\$ -	\$ 28	\$ 5,794
4.1 Compile and review smoke testing results		1	6	8		2	\$2,626	\$0	\$0	\$0	\$2,626
4.2 Prepare summary memorandum and recommendation		1	4	16			\$3,140	\$28	\$0	\$28	\$3,168
PROJECT TOTALS		13	57	108	24	6	\$ 31,593	\$ 165	\$ 174	\$ 339	\$ 31,933

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

**2017 / 2018 FEE SCHEDULE
PREVAILING WAGE PROJECTS
Effective July 1, 2017**

Position	Rate
Principal Engineer	\$ 240.00
Associate Engineer	\$ 210.00
Senior Engineer	\$ 185.00
Engineer	\$ 165.00
Junior Engineer	\$ 135.00
Senior Surveyor	\$ 191.00
Surveyor	\$ 160.00
Assistant Surveyor	\$ 140.00
Field Crew-One Man & Vehicle	\$ 191.00
Field Crew-Two Man & Vehicle	\$ 289.00
Inspector	\$ 150.00
Inspector & Vehicle	\$ 176.00
Senior Project Manager	\$ 212.00
Project Manager	\$ 180.00
Assistant Project Manager	\$ 160.00
Grant Manager	\$ 140.00
GIS/CAD Technician III	\$ 135.00
GIS/CAD Technician II	\$ 115.00
GIS/CAD Technician I	\$ 90.00
Project Accountant	\$ 130.00
Administrative III	\$ 98.00
Administrative II	\$ 83.00
Administrative I	\$ 68.00

Equipment	Hourly Rate
3D Print Cloud Work Station	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	

Additional charges may apply for overtime services.

Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.

Hourly rates are subject to review and adjustment July 1st of each year.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	July 24, 2018
Subject:	A Resolution for Approval of an Equitable Project Cost Sharing and Reimbursement Agreement with the Stanislaus Tuolumne River Groundwater Basin Association for Preparation of a Groundwater Sustainability Plan
From:	Sean Scully, City Manager
Submitted by:	Michael Riddell, Public Works Director

RECOMMENDATION

It is recommended that the City Council consider approving the Stanislaus Tuolumne River Groundwater Basin Association Groundwater Sustainability Agency (GSA) cost sharing agreement for the development of a Groundwater Sustainability Plan (GSP).

SUMMARY

On April 4, 2018, the City of Modesto on behalf of the STRGBA GSA, received a Proposition 1 2017 Sustainable Groundwater Planning Grant Award for \$1,000,000 which will cover 68% of the GSP preparation cost. The balance of the GSP estimated cost minus the grant amount, (\$1,469,296 - \$1,000,000) or \$469,296, will be divided equally among the agencies that make up the STRGBA GSA.

BACKGROUND

On May 7, 2014, the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) issued a Request for Qualification to update the Groundwater Management Plan. The STRGBA member agencies are all local agencies, pursuant to the Groundwater Management Act (SGMA) 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 effective and sustainable management of the Modesto Sub-basin.

Through the STRGBA selection process, Todd Groundwater was selected to develop a Groundwater /sustainability Plan (GSP). The process to update the Groundwater Management Plan was put on hold to incorporate the new requirements from SGMA.

In September of 2014 Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 which require, among other items, the formation of Groundwater Sustainability Agencies (GSA) and the preparation of a Groundwater Sustainability Plan (GSP) with a focus on long-term sustainability. Development and adoption of a GSP must occur no later than January 31, 2022 for high and medium priority basins not currently in critical overdraft, such as the Modesto Sub-basin.

On January 24, 2017, by Resolution No. 2017-30 the Modesto City Council elected to enter into Memorandum of Understanding (MOU) with the member agencies to form a GSA for the Sub-basin. The MOU provides a mechanism for the agencies to fund the work of the STRGBA GSA.

On August 24, 2017, STRGBA GSA authorized Todd Groundwater to develop and submit a grant application package to Department of Water Resources (DWR) 2017 Sustainable Groundwater Planning Grant Program to help fund the preparation of the GSP. Todd Groundwater's cost estimate to prepare and submit the GSP is \$1,469,296. STRGBA GAS also authorized the City of Modesto to be the grant applicant and act as the contracting agency with Todd Groundwater.

On September 26, 2017, by Resolution No. 2017-370, Modesto City Council authorized the submittal of an application to DWR for the Sustainable Groundwater Planning Grant Program, and authorized the City of Modesto City Manager or his designee to execute all grant-related documents, if awarded.

STRATEGIC PLAN

The recommended action supports the City of Riverbank Strategic Plan Initiatives: Maintain and Improve the City's Infrastructure and Service Delivery System

FINANCIAL IMPACT

Total cost share of the GSP for the City of Riverbank is \$58,662 with a 10% contingency of \$18,366 for a total of \$77,028 from the Water Fund.

ATTACHMENT

1. Cost Share
2. Cost Share Agreement
3. Resolution

STRGBA Cost Share for the Development of a GSP.

Agency	% Share	Cost Share	10% Contingency	Total
City of Riverbank	12.5	\$58,662	\$18,366	\$77,028
City of Oakdale	12.5	\$58,662	\$18,366	\$77,028
City of Modesto	12.5	\$58,662	\$18,366	\$77,028
Stanislaus County	12.5	\$58,662	\$18,366	\$77,028
Tuolumne County	12.5	\$58,662	\$18,366	\$77,028
Oakdale Irrigation District	12.5	\$58,662	\$18,366	\$77,028
Modesto Irrigation District	12.5	\$58,662	\$18, 366	\$77,028
Total	100 %	\$469,296	\$146,930	\$616,226

As lead agency The City of Modesto will establish a non-capital CIP account to track all revenue and expenses associated with this project.

ANATICIPATED ENGINEERING DESIGN SERVICES EXPENDITURES:

Engineering Services Agreement – Todd Groundwater	\$1,469,296
(plus 10% additional services, if needed)	<u>\$146,930</u>
Total Consultant Agreement:	\$ 1,616,226

CITY OF RIVERBANK

RESOLUTION NO. 2017-005

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, 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 declares that:

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 District 4 Darlene Barber-Martinez, seconded by Vice Mayor Leanne Jones Cruz, and upon roll call was carried by the following City Council vote of *4-0:

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

NAYS: None

ABSENT: None

ABSTAINED: None

ATTEST:


Annabelle H. Aguilar, CMC
City Clerk

APPROVED:


Richard D. O'Brien
Mayor

Attachments: MOU and Exhibit B - Management Area Map

*Councilmember District 2 Cindy Fosi, recused herself.

CERTIFICATION

I hereby certify the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Riverbank.


CITY CLERK

DATED

02/01/2017

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

_____ 2017

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

2/10/2017
DATE

ATTEST:

BY: 

ANGELA CARTISANO, BOARD SECRETARY
MODESTO IRRIGATION DISTRICT

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

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.

OAKDALE IRRIGATION DISTRICT



Steve Knell, P.E.
General Manager

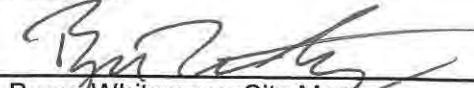
the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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.

IN WITNESS, WHEREOF, the parties have executed this MOU on January 24, 2017. CITY

OF OAKDALE

By:


Bryan Whitemyer, City Manager

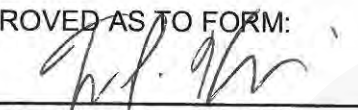
ATTEST:

By:


Kathy Teixeira, CMC
City Clerk
City of Oakdale, State of California

APPROVED AS TO FORM:

By:


Tom Hallinan, City Attorney

MEMORANDUM OF UNDERSTANDING
Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association
Groundwater Sustainability Agency

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

COUNTY OF STANISLAUS

By: Vito Chiesa
Vito Chiesa
Chairman of the Board of Supervisors



ATTEST:

By: Elizabeth A. King
Elizabeth A. King
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

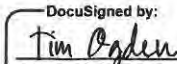
By: Thomas E. Boze
Thomas E. Boze
Assistant County Counsel

COUNTY OF STANISLAUS

TERRANCE WITHROW
CHAIR OF THE BOARD OF SUPERVISORS

DATE

CITY OF WATERFORD

DocuSigned by:


TIM OGDEN, CITY MANAGER
018357\0004\15268596.1

1/20/2017

DATE

CITY OF MODESTO

JAMES HOLGERSON, CITY MANAGER

DATE

CITY OF RIVERBANK

JILL ANDERSEN
CITY MANAGER

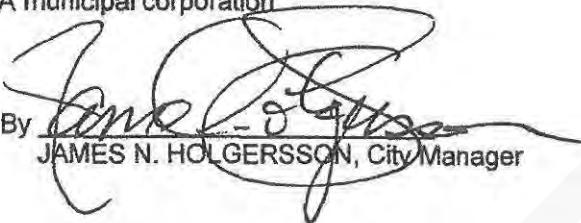
DATE

018357\0004\15268596.1

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Memorandum of Understanding forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2017- 30, adopted by the Council of the City of Modesto on the 24th day of January, 2017.

CITY OF MODESTO,
A municipal corporation

By


JAMES N. HOLGERSSON, City Manager

ATTEST:

By

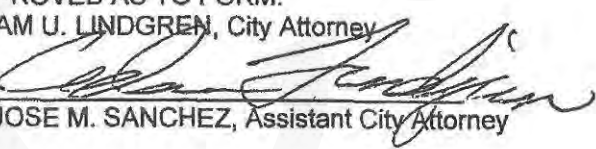

STEPHANIE LOPEZ, City Clerk

(Seal)

APPROVED AS TO FORM:

ADAM U. LINDGREN, City Attorney

By


JOSE M. SANCHEZ, Assistant City Attorney

CITY OF WATERFORD

TIM OGDEN, CITY MANAGER

DATE

CITY OF MODESTO

JAMES HOLGERSON, CITY MANAGER

DATE

CITY OF RIVERBANK



SEAN SCULLY
CITY MANAGER

02/01/2017

DATE

ATTEST:



ANNABELLE AGUILAR, CMC
CITY CLERK

02/01/2017

**STRGBA GSA
EQUITABLE PROJECT COST SHARING AND REIMBURSEMENT AGREEMENT
FOR
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN**

This Equitable Project Cost Sharing and Reimbursement Agreement (“Agreement”) is entered into by and between the City of Oakdale, a California municipal corporation, the City of Riverbank, a California municipal corporation, the City of Modesto, a California municipal corporation, the City of Waterford, a California municipal corporation, Stanislaus County, a political subdivision of the State of California, the Oakdale Irrigation District, a California special district, and the Modesto Irrigation District, a California special district. Each of the parties to this Agreement shall individually be referred to as the “Party,” or collectively, as the “Parties.” This Agreement is entered into this _____ day of _____, 2018.

RECITALS:

WHEREAS, the Parties formed the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“STRGBA GSA”) in 2017 pursuant to the Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“GSA MOU”) entered into and duly adopted by each Party to this Agreement, and

WHEREAS, the recitals to the GSA MOU identify the GSA’s obligations to, inter alia, develop a Groundwater Sustainability Plan, as defined in GSA MOU Section 3.9 (“GSP”), for the Modesto Sub-basin, as defined in GSA MOU Section 3.12 (“Modesto Sub-basin”), and

WHEREAS, the Parties have been notified that the City of Modesto as grantee acting on behalf of the STRGBA GSA, has been awarded a Sustainable Groundwater Planning Grant (“Grant”) from the State of California Department of Water Resources (“DWR”) in the amount

of ONE MILLION DOLLARS (\$1,000,000.00) for the development of the Modesto Sub-basin GSP (“Grant Proceeds”), and

WHEREAS, the Parties have received a proposal from and intend to engage a consultant, Todd Groundwater (“Consultant”), to develop and complete the Modesto Sub-basin GSP for its adoption by the Parties pursuant to the Sustainable Groundwater Management Act of 2014, and

WHEREAS, the TOTAL Consultant (all Fees and Services) cost per Consultant’s proposal is provided at Exhibit 1 in the amount of ONE MILLION SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND SIXTY CENTS, such TOTAL Consultant cost is composed of Consultant’s Base Fee and Contingency Services, as each is defined in Exhibit 1, and

WHEREAS, this Agreement identifies each Party’s Funding Percentage, as defined in GSA MOU Section 3.4 and described in GSA MOU Section 7.1, with respect to the TOTAL Consultant cost to complete the GSP for its due adoption by the Parties no later than December 31, 2021.

NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, hereby agree as follows:

TERMS:

1. The City of Modesto shall enter into an agreement with DWR to receive the Grant Proceeds. The City of Modesto will manage the Grant Proceeds in accordance with the Grant agreement and as directed by the Parties through the STRGBA GSA.

2. Subject to the direction and prior approval of the Parties through the STRGBA GSA, the City of Modesto shall execute an agreement with the Consultant for the preparation of the Modesto Sub-basin GSP for the amounts stated in Exhibit 1, TOTAL Consultant cost (Base

Fee plus Contingency Services).

3. Subject to prior approval by the Parties through the STRGBA GSA, the City of Modesto will use the Grant Proceeds to pay a portion of the Consultant's Base Fee. The City of Modesto will pay the TOTAL Unfunded Balance, as described in Exhibit 1 as SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND SIXTY CENTS, pursuant to the terms below.

4. The Parties shall each pay a share of the TOTAL Unfunded Balance to the City of Modesto as reimbursement for the City of Modesto's payment of the Balance as more specifically delineated in Exhibit 1 hereto ("Funding Share"). As specified in Exhibit 1, Stanislaus County, agrees and promises that, for all cost-share obligations under this Agreement, including cost-share for Base Fee and Contingency Services, it shall also be responsible for all cost-share amounts allocable to Tuolumne County.

5. In the event that any additional agency becomes a Party to this Agreement, GSA MOU Section 4.5 shall govern the addition and the new party's payment of its proportionate share of the TOTAL Consultant cost and the proportionate decrease and refund of the other Parties' Funding Share.

6. Any Party's payment of its Funding Share under this Agreement is contingent and expressly dependent on the condition precedent that the City of Modesto receives the full amount of the Grant Proceeds. If the City of Modesto does not receive the full amount of the Grant Proceeds, the Parties may seek a reduction in the scope of work of the Consultant, the Funding Shares may be adjusted accordingly or the obligations under this Agreement may be extinguished.

7. Each Party shall make payment of its Funding Share pursuant to Exhibit 1 by: (1)

four equal installment payments totaling the amount of the Funding Share, made consecutively at the end of each calendar year, with the first payment due and payable on December 31, 2018; **or**, (2) full payment of the Funding Share by December 31, 2018.

8. In the event the Consultant notifies the Parties that payment in excess of the TOTAL Consultant cost is needed, the Parties, through the STRGBA GSA, shall determine whether to approve such additional payment and, if so, direct the City of Modesto to contract with the Consultant accordingly.

9. In the event that the actual costs to complete the Modesto Sub-basin GSP by the Consultant are less than the TOTAL Consultant cost and do not require use of the entirety of the Parties' Funding Shares, the Funding Shares shall be recalculated based upon the new Balance and any funds paid in excess of the new Funding Shares shall be refunded to the respective Parties by the City of Modesto accordingly.

10. The City of Modesto shall direct the Consultant to provide regular updates on its work to the STRGBA GSA and as directed by the Parties. Upon the request of the Parties, the City of Modesto shall direct the Consultant to provide any interim drafts or models completed for the Modesto Sub-basin GSP to the Parties. Each Party that has paid its respective Funding Share in full shall be entitled to copies of all final deliverables created by the Consultant.

11. This Agreement is governed by the GSA MOU and it shall control as to items that are not otherwise specifically addressed herein by this Agreement.

IN WITNESS WHEREOF, the City of Oakdale, a California municipal corporation, the City of Riverbank, a California municipal corporation, the City of Modesto, a California municipal corporation, the City of Waterford, a California municipal corporation, Stanislaus County, a political subdivision of the State of California, the Oakdale Irrigation District, a California special district, and the Modesto Irrigation District, a California special district have authorized the execution of this Cost Sharing Agreement for Preparation of a Groundwater Sustainability Plan.

CITY OF RIVERBANK, a California
Municipal Corporation:

By: _____
Sean Scully, City Manager

Date: _____

ATTEST:

By: _____
Annabelle Aguilar, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas P. Hallinan

EXHIBIT 1
COST-SHARE SCHEDULE FOR CONSULTANT FEE

Agency	% Share	Cost Share Base Fee	+	10% Contingency	=	Total
City of Oakdale	12.5	\$58,662.00		\$18,366.20		\$77,028.20
City of Riverbank	12.5	\$58,662.00		\$18,366.20		\$77,028.20
City of Modesto	12.5	\$58,662.00		\$18,366.20		\$77,028.20
City of Waterford	12.5	\$58,662.00		\$18,366.20		\$77,028.20
Stanislaus County	12.5	\$58,662.00		\$18,366.20		\$77,028.20
Tuolumne County	12.5	\$58,662.00		\$18,366.20		\$77,028.20
(To be paid by Stanislaus County)						
Oakdale Irrigation District	12.5	\$58,662.00		\$18,366.20		\$77,028.20
Modesto Irrigation District	12.5	\$58,662.00		\$18,366.20		\$77,028.20
Total	100.0%	\$469,296.00		\$146,929.60		\$616,225.60
DWR Grant						\$1,000,000.00
Cost Share Base Fee						\$ 469,296.00
(10% Contingency Fee, if needed)						<u>\$ 146,929.00</u>
TOTAL CONSULTANT AGREEMENT:						\$1,616,225.00
						\$1,616,225.00
(TOTAL CONSULTANT AGREEMENT – DWR GRANT)						- <u>\$1,000,000.00</u>
TOTAL Unfunded Balance						\$616,225.00

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, FOR APPROVAL OF AN EQUITABLE PROJECT COST SHARING AND REIMBURSEMENT AGREEMENT WITH THE STANISLAUS TUOLUMNE RIVER GROUNDWATER BASIN ASSOCIATION FOR PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN

WHEREAS, the Parties formed the Stanislaus and Tuolumne rivers Groundwater Basin Association Groundwater Sustainability Agency (“STRGBA GSA”) in 2017 pursuant to the Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (GSA MOU”) entered into and duly adopted by each party to this Agreement; and

WHEREAS, the recitals to the GSA MOU identify the GSA’s obligations to, inter alia, develop a Groundwater Sustainability Plan, as defined in GSA MOU Section 3.9 (“GSP”), for the Modesto Sub-basin, as defined in GSA MOU Section 3.12 (“Modesto Sub-basin”) ; and

WHEREAS, the Parties have been notified that the City of Modesto as grantee acting on behalf of the STRGBA GSA, has been awarded a Sustainable Groundwater Planning Grant from the State of California Department of Water Resources (“DWR”) in the amount of ONE MILLION DOLLARS (\$1,000,000.00 for the development of the Modesto Sub-basin GSP (“Grant Proceeds”) ; and

WHEREAS, the Parties have received a proposal from and intend to engage a consultant, Todd Groundwater, to develop and complete the Modesto Sub-basin GSP for its adoption by the Parties pursuant to the Sustainable Groundwater Management Act of 2014; and

WHEREAS, the Total Consultant (all Fees and Services) cost per Consultant’s proposal is provided at Attachment 1 in the amount of One Million Six Hundred sixteen Thousand Two Hundred Twenty-Five Dollars and Sixty Cents, such Total Consultant cost is composed of Consultant’s Base Fee and Contingency Services, each is defined in Attachment 1 ; and

WHEREAS, this agreement identifies each Parties Funding Percentage, as defined in the GSA MOU Section 3.4 and described in GSA MOU Section 7.1 with respect to the Total Consultant cost to complete the GSP for its due adoption by the Parties no later than December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank agrees on the Cost Sharing Agreement and the City's portion of cost according to the Cost Share listed in Attachment 1.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24TH day of July, 2018; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	July 24, 2019
Subject:	Designation of Voting Delegate and Alternate to Attend the 2018 League of California Cities Annual Conference
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC City Clerk

RECOMMENDATION

It is recommended that City Council designate a Voting Delegate and appoint one or two alternates to attend the 2018 League of California Cities Annual Conference on September 12 - 14 at the Long Beach Convention Center to participate in the process of considering issues and taking action on resolutions that establish League policy.

SUMMARY

Annually, the League of California Cities requests that the City Council take action in order to participate in the Annual Business Meeting by designating a Voting Delegate and may appoint up to two (2) alternates, one of whom may vote in the event that the designated voting delegate is unable to serve in their capacity. Participation assures that city officials have an opportunity to initiate and influence policy decisions by considering and voting on resolutions that establish League policy.

Voting delegates and alternates must be registered to attend the conference. The resolutions for the City Council to consider will be presented at a later time upon receipt to determine the City's position to each one, and to have the designated Voting Delegate or alternate represent the City's position accordingly. The selected delegates will be reported to the League per their request.

FINANCIAL IMPACT

Conference registration can be made for the full three days or only one day (Friday to attend the Annual Business Meeting to vote). Registration: \$525 -\$575.00 (full session); \$300 (Friday only), plus Travel and accommodations.

ATTACHMENTS

There are no attachments to this report.



1400 K Street, Suite 400 • Sacramento,
California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018
--

May 17, 2018

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m. – 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.