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, FEBRUARY 26, 2019– 6:00 P.M.

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

CALL TO ORDER: Mayor/Chair Richard D. O'Brien

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

INVOCATION: Riverbank Ministerial Association

ROLL CALL: Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

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

CONFLICT OF INTEREST
Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

1. PRESENTATIONS

There are no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the January 22, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution** to Approve the Appointments of Irma Khan and Rene Garcia to the Riverbank Housing Authority Board of Commissioners.

Item 3.D: Approval of IT Support Services Contract with Mid Valley IT.

Item 3.E: Consideration of a **Resolution** Approving, Authorizing and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority.

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 and 5.2 was published in the Modesto Bee on 2/16/2019.

Item 5.1: **Resolution Approving the Fiscal Year 2018-19 Mid-Year Budget Amendments** – It is recommended that the City Council consider approval of the Fiscal Year 2018-19 Mid-Year Budget Amendments.

LRA Item 5.2: **Resolution Approving the LRA Fiscal Year 2018-19 Mid-Year Budget Amendments** – It is recommended that the Local Redevelopment Authority ("LRA") Board of Directors ("Board") accept and adopt the attached resolution approving mid-year budget adjustments to the Fiscal Year ("FY") 2018/19 Local Redevelopment Authority Budget.

6. NEW BUSINESS

Item 6.1: **Reconsideration of a Moratorium on the Processing and Issuance of Additional Permits for a Cannabis Dispensary 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 and/or provide direction to staff:

1. Allow the existing one (1) year moratorium to continue and to expire on January 23, 2020;
2. Reduce the existing one (1) year moratorium to six (6) months and allow it to expire on July 23, 2019;
3. Cause the existing one (1) year moratorium to expire immediately, February 26, 2019; or
4. Make the existing moratorium permanent and direct staff to return with an ordinance amending Riverbank Municipal Code Section 120 Cannabis Regulations.

Item 6.2: **A Resolution Authorizing Purchase of Property Located at 3234 Sante Fe Street – Assessors Parcel Number 132-011-017, Authorizing the City Manager to Execute Necessary Documents to Complete the Sale, and Authorizing Appropriation of $302,000 from the System Development Fee Account for Purchase of the Property** – It is recommended that the City Council approve the attached resolution which authorizes the purchase of 3234 Santa Fe St. and authorizes the City Manager to execute necessary documents to complete the purchase.

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

ADJOURNMENT **(The next regular City Council meeting – Tuesday, March 12 @ 6:pm)**

UPCOMING EVENTS:

March 13 (Wednesday)	• **State of the City Address** – at the Antigua Event Center, 3200 Santa Fe Street, Riverbank, at 6:30 p.m. Contact Administrative Analyst Norma Torres-Manriquez (209) 863-7153 or nmanriquez@riverbank.org for information.
March 19 Special City Council Meeting	• **Consideration of the Crossroads West Project - City Council Chambers at 6:00 p.m.**
2019 Canceled Regular City Council Meetings	• **City Council voted to cancel the following regular meetings:** o July 9, 2019, August 13, 2019, November 26, 2019, and December 24, 2019.

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 the City Clerk's Office, 6707 Third Street, Suite A, Riverbank, CA, during normal business hours.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.
Posted this 22nd day of February, 2019
/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	Regular City Council Meetings: 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed. Local Redevelopment Authority Board: (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 5:00 p.m. on the day of the meeting to allow for 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.
Written Public Comments	Anyone wishing to provide written public comments may do so prior to 5:00 p.m. of the day of the meeting to allow for distribution to the City Council. Comments must specifiy what agenda item they are referring to. Comments will become part of the record, however, they will not be read aloud at the meeting.
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 the City Clerk's Office, 6707 Third Street, Suite A, Riverbank, CA, during normal business hours.

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 26, 2019
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 adoption and approval, by 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:	February 26, 2019
Subject:	Approval of the January 22, 2019, City Council and Local Redevelopment Authority Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board approve the City Council /LRA Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the January 22, 2019, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. January 22, 2019, City Council and LRA Minutes

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

MINUTES OF
TUESDAY, JANUARY 22, 2019

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

CALL TO ORDER

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

FLAG SALUTE Mayor/Chair Richard D. O'Brien

INVOCATION Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL
Present:
Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – ***There were no changes.***

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.

No one declared a conflict.

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.

Riverbank Library Manager Vicky Holt announced the Library's activities.

<u>3. CONSENT CALENDAR</u>

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 <u>roll call vote</u>.

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

<u>Item 3.B:</u> Approval of the December 11, 2018, City Council and Local Redevelopment Authority Minutes.

<u>Item 3.C:</u> A **Resolution [No. 2019-002]** to Award a Contract to Indigo Hammond + Playle Architects, LLP for the City-Wide Space Use and Needs Assessment and Authorize the Additional Appropriation of $90,600 from the General Government System Development Fee Fund (Fund 210).

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

<u>ACTION:</u> ***By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to approve Consent Calendar Items 3.A, 3.B, and 3.C as presented; Motion carried by unanimous City Council and LRA Board roll call vote.***
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor/Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

<u>4. UNFINISHED BUSINESS</u>

<u>Item 4.1:</u> **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-001 Approving a Rezone of 1.1± Acres to Planned Development Located at Seventh and Sierra Streets (APN 312-015-023) a Project Known as Riverbank Commons** – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-001 and consider its adoption by roll call vote.

The Planned Development Rezone 01-2017, Architecture & Site Plan Review 02-2017, Tentative Subdivision Map 01-2017 (Dept. File # 17-0015) – Edmond Shamass, applicant; Edward Touma, owner – a fourteen lot gated community including Lot A which consists of streets, parking area, utilities, landscaping, and a small park, which was considered by the Planning Commission, and by a 5-0 vote on October 16, 2018, approved the Tentative Map and Architecture & Site Plan Review for the Project and recommended City Council approval of the proposed ordinance.

City Manager Sean Scully presented the staff report.

ACTION: ***By motion moved and seconded (Campbell / Fosi / passed 5-0) to approve a Rezone of 1.1± Acres to Planned Development Located at Seventh and Sierra Streets (APN 312-015-023) a Project Known as Riverbank Commons by adoption of Ordinance No. 2019-001 as presented.***
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 4.2: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-002 Amending Chapter 96: Trees of Title IX: General Regulations by Adding a New Section §96.20: Dangerous Trees, Mistletoe a Nuisance, to the Riverbank Code of Ordinances** – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-002 and consider its adoption by roll call vote.

City Manager Sean Scully presented the staff report.

ACTION: ***By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to approve Amending Chapter 96: Trees of Title IX: General Regulations by Adding a New Section §96.20: Dangerous Trees, Mistletoe a Nuisance, to the Riverbank Code of Ordinances by adoption of Ordinance No. 2019-002 as presented.***
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

5. PUBLIC HEARINGS

There were no items to consider.

6. NEW BUSINESS

Item 6.1: **Mobile Food Vendor Pilot Program** – Staff recommends that the City Council review the materials, take public comment, and then provide staff with direction to commence the pilot project for six (6) months.

Planning and Building Manager Donna Kenney presented the staff report. City Manager Sean Scully added comments to the presentation.
City Council and Staff discussed the item.
Public comments in support were made by Planning Commission Chair John Dinan and Leanne Jones Cruz, Riverbank resident.
City Council directed staff to commence with the six-month pilot project and return after the time period for a report on the project.

Item 6.2: **Consideration of a Public Art Pilot Program** – It is recommended that the City Council consider approving a Public Art Pilot Program with a specific focus of encouraging student participation in public art projects of City owned equipment boxes within public spaces. Council may also provide direction on establishing an ad hoc committee to review applications and a small stipend amount for those applications that are approved.

City Manager Sean Scully presented the staff report.
City Council discussed the item; Councilmembers Campbell and Fosi volunteered to serve on an Ad Hoc Committee with Staff to discuss the details of the program and implement the project; allowing Riverbank students to participate, including Riverbank students that attend Enoch and Beyer Schools.

Item 6.3: **Adjustments to the 2019 Regular City Council Meeting Schedule** – It is recommended that the City Council:

1) Cancel the meetings of July 9, August 13, November 26, and December 24, for a modified summer schedule and to minimize conflicts with Holiday activities.

City Manager Sean Scully presented the staff report.

ACTION: ***By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to approve to cancel the regular City Council meetings on July 9, August 13, November 26, and December 24, as presented.***
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, 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 Scully commented on a Dog Park project and announced Caltrans has approved the permit process and plans submittal of the Calendar Avenue 140 crosswalk project.***

Item 7.2: Council/Authority Member

- ***Council/Authority Member Uribe reported he attended the New City Council Member Academy, he was appointed to the Revenue and Taxation Committee, and announced a Veteran's Advisory Commission meeting on January 28th.***

- ***Council/Authority Member Fosi announced that the Budget Committee will be active again; members are needed.***
- ***Council/Authority Member Campbell announced a February 7th Friends of Jacob Myers Park, and the need for new members.***
- ***Vice Mayor/Chair Barber-Martinez reported on her attendance of the Community Policy Committee, and Low Carbon Transit Operations Program Workshop.***

Planning and Building Manager Donna Kenney announced the upcoming Opioid Clinic on March 27th.

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien: 1) reported on the Environmental Quality Policy Board, 2) commented on the Governor's new budget, and 3) announced he met with Caltrans Deputy Director McElvaney.

8. CLOSED SESSION

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

Item 8.1: **CONFERENCE WITH 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: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: City Manager

Mayor/Chair O'Brien announced the Closed Session Item and opened the item for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 6:51 p.m.

9. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 7:53 p.m.

Item 9.1: Report from Closed Session on Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – Aemetis, Inc.

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

Item 9.2: Report from Closed Session on Item 8.2: **PUBLIC EMPLOYEES PERFORMANCE EVALUATION** – City Manager

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

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:53 p.m.

ATTEST: (*Adopted 02/26/2019*)	**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:	February 22, 2019
Subject:	A **Resolution** to Approve the Appointments of Irma Khan and Rene Garcia to the Riverbank Housing Authority Board of Commissioners
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council consider the applicants and approve the resolution to appoint Irma Khan and Rene Garcia to the Commission.

SUMMARY

The City Council of Riverbank serves as the appointing authority of the Riverbank Housing Authority (RHA). A memo was received by the RHA with proposed applicants to serve on the Commission.

Two vacancies currently exist. Irma Khan has applied for the Tenant Commissioner seat with a two-year term, and Rene Garcia has applied for the Commissioner seat with a four-year term. The RHA has stated that they have no reservations or objections to their appointments to serve as Commissioners.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENT

1. Resolution
2. Copy of Applications
3. Copy of the RHA memo

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO APPROVE THE APPOINTMENTS OF IRMA KHAN AND RENE GARCIA TO THE RIVERBANK HOUSING AUTHORITY BOARD OF COMMISSIONERS

WHEREAS, pursuant to Health and Safety Code Section 34270, the City Council of the City of Riverbank adopted a resolution declaring the need for a Housing Authority (HA); and

WHEREAS, pursuant to the Health and Safety Code, the governing body of the Riverbank Housing Authority shall be a Commission that will consist of seven Commissioners, two of which shall be tenants of the Housing Authority, with one such Tenant Commissioner who shall be over the age of 62; and

WHEREAS, a recruitment was conducted by the Riverbank Housing Authority and the following applicants hereto as **Exhibit A** have applied to serve on the Riverbank Housing Authority Board:

- Irma Khan, Tenant Commissioner, two-year term
- Rene Garcia, Commissioner, four-year term

WHEREAS, a letter from the Riverbank Housing Authority attached hereto as **Exhibit B,** states there are no reservations or objections to the appointment of the applicants to the Commission.

NOW, THEREFORE BE IT RESOLVED that the City Council, of the City of Riverbank, as the Appointing Body for the Riverbank Housing Authority, does hereby appoint Irma Khan and Rene Garcia to the Riverbank Housing Authority Board of Commissioners.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of February, 2019; motioned by Councilmember ___________, seconded by ________________, 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: Exhibit A – Application copy
Exhibit B – Memo from the RHA Board.

Housing Authority of the City of Riverbank

Burney Villa Homes ▪ Henrietta F. Rossi Apts. ▪ Fred W. Schoals Apts

THE HOUSING AUTHORITY OF THE CITY OF RIVERBANK
APPLICATION FOR HOUSING AUTHORITY COMMISSIONER

NAME: Irma Khan

ADDRESS:

PHONE: (HOME) (BUSINESS)

OCCUPATION: N/A

EMPLOYER: N/A

ADDRESS:

HOBBIES:

Organizations to which you belong: N/A

List any experience you have had working with government housing: None

Statement of your reasons for desiring to serve as a Housing Authority Commissioner: To assist people in the Community.

Signature Date: 1-14-19

Please return signed application to: Housing Authority of the County of Stanislaus
P. O. Box 581918
Modesto, CA 95358

Exhibit - A

1

Housing Authority of the
City of Riverbank

Barney Villa Homes • Henrietta F. Rossi Apts. • Fred W. Scheele Apts.

THE HOUSING AUTHORITY OF THE CITY OF RIVERBANK
APPLICATION FOR HOUSING AUTHORITY COMMISSIONER

NAME: Rene Garcia

ADDRESS: , Riverbank, CA 95367

PHONE: (HOME)________ **(BUSINESS)**________

OCCUPATION: Stylist

EMPLOYER: Champs Elysees

ADDRESS: 807 West Roseburg, Modesto, CA 95350

HOBBIES: Arts & Craft, Reading, Church Activities

Organizations to which you belong: I have belonged to organizations within the church such as women's and Children's Ministry. It is in this environment that I have learned and cultivated a love for service and leadership.

List any experience you have had working with government housing:

I have not had any experience working with government housing. Even so, I understand the need for affordable housing and would find it a privilege to serve on a commission that helps in that aspect.

Statement of your reasons for desiring to serve as a Housing Authority Commissioner:

I have served in the churches I have belonged to for several years. I would like to have an opportunity to serve the outside the four walls of church and I believe Housing is a very important element in governance.

Signature: ________ Date: 10/4/18

Please return signed application to: Housing Authority of the County of Stanislaus
P. O. Box 581918
Modesto, CA 95358

EQUAL HOUSING OPPORTUNITY

Exhibit - B

Housing Authority of the
City of Riverbank

Barney Villa Homes • Henrietta F. Rossi Apts. • Fred W. Scheala Apts

MEMO

To: Annabelle Aguilar, City Clerk

From: Teresa Kinney, Administrative Analyst

Date: February 20, 2019

Re: Commissioner Applicants for Riverbank Housing Authority

Please note Stanislaus Regional Housing Authority has received applications for open commissioner positions for Riverbank Housing Authority and have no reservations nor objections with the applicants.

- Name: Irma Khan
  Phone:
  Address: Riverbank, CA
  Position: Tenant Commissioner

- Name: Rene Garcia
  Phone:
  Address: Riverbank, CA
  Position: Commissioner

Attachments:
Applications

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 26, 2019
Subject:	Approval of IT Support Services Contract with Mid Valley IT
From:	Sean Scully, City Manager
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the necessary documents (support agreement and Riverbank standard consultant agreement) for information technology consultant services.

SUMMARY

In late 2018 the City of Riverbank issued a Request for Proposals (RFP) for IT services. The City has used the same IT services vendor for many years and had not rebid the services as is common practice with most other consultant type services. The purpose of the RFP was to consider Riverbank's growing IT needs and to perform a review and selection based on the responses from interested firms.

The City received 5 responses to the RFP from firms throughout northern California. An internal committee of staff from various departments was established to review the RFP responses. After review of the initial submittal, 4 firms were selected for interviews. The interview process included discussions with the firms about their experience and qualifications, important future IT considerations and customer service. A final determination was made by the committee which took into account the initial RFP response, interview rankings, and cost. Ultimately staff chose to select Mid Valley IT for award of the contract.

Mid Valley comes to Riverbank with a variety of public sector experience, providing IT services for a number of central valley municipalities and special districts. The support agreement includes remote support, onsite support, technology planning, anti-virus/SPAM filtering, remote backup, and server/workstation maintenance.

The agreement allows for a 30 day termination by either party as well as the standard provisions required of consultants that provide services to the City of Riverbank.

FINANCIAL IMPACT

The cost for services quoted under this agreement is a $5,500 monthly charge. Based on review of current IT/technology related expenditures this agreement would be within current budgeted amounts. Staff will have yearly discussions with the IT Service provider to ensure that appropriate funds are budgeted for needed IT services.

STRATEGIC PLAN

A core component of the strategic plan is to “maintain and improve the City’s infrastructure delivery systems”. Information technology is a core infrastructure in delivering excellent municipal services to the citizens of Riverbank.

ATTACHMENTS

1) Standard Consulting Agreement
2) Mid Valley IT support service agreement.

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 1 day of JANUARY 2019, (the "Effective Date") by and between the City of Riverbank, a California municipal corporation ("City"), and MID VALLEY IT, a [California limited liability company] ("Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. City has [issued a request for proposals ("RFP") for consultant services / determined that consultant services are required] for the preparation of ____________ in connection with the ____________ application (the "Project").

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

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

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

AGREEMENT

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

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

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed $5,500.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

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

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

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

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

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

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

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

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

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

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

If to City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Clerk
With courtesy copies to:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Manager
And to:	Churchwell White LLP 1414 K Street, 3rd Floor Sacramento, California 95814 Attention: Douglas L. White, Esq.
If to Consultant:	____________________ ____________________ ____________________ Attention: ____________

19. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF RIVERBANK, a California municipal corporation

By: ______________________________
Jill Anderson, City Manager

Date: ______________________________

Approved as to Form:

____
Tom Hallinan, City Attorney

CONSULTANT:

MID VALLEY IT, a [California limited liability company]

By: ______________________________

Name: DAVID KAMINS

Date: JANUARY 1, 2019

1170 W. Olive Ave.
Suite B
Merced, CA. 95348
Phone: (800) 931-2043
Fax: (877) 834-1320

Monthly Support Agreement

This document is to serve as a 1-year agreement between Mid Valley IT and CITY OF RIVERBANK (Client). The above client agrees to pre-pay a fixed monthly dollar amount of $5,500 to be used for services provided by Mid Valley IT. Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the City. Services include:

Servers Supported: 6
Total cost for Server Support $1,000
Each additional server: $250 mo.

Computers Supported: 66
Total cost for Computer Support $4,250
Each additional computer $85 mo.

Remote Back-up Services: 1TB
Total cost for Back-up Services $250
Increase total backup $150 mo. per 500GB

Open DNS Web-filtering Users: 66
Total cost for Basic Open DNS $0
Upgrade to Premium +$7 mo. per user

Security Awareness Training Users: 0
Total cost for SAT $0
Each additional user +$3 mo.

2 Factor Authentication Users: 0
Total cost for 2FA $0
Each additional user +$3 mo.

Mobile Device Management: 0
Total cost for MDM $0
Each additional user +$4 mo.

Remote Support:
This agreement includes unlimited remote support during business hours

On Site Support:
This agreement includes unlimited on-site support during business hours

Regular Stop-By Service:
This agreement includes a regular stop-by schedule
Schedule to be determined

Network Documentation Creation:
This agreement includes the creation of Inventory, Diagrams and other documents

5 Year Replacement Planning:
This agreement includes on-going 5 year capital plans for equipment budgeting

Technology Planning:
This agreement includes technology planning for all current and future projects

Anti-Virus Hosting:
This agreement includes enterprise level Anti-Virus hosting on all computers and servers

*All Network Equipment and Tablets are included in this agreement.

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A. Mid Valley IT gives said support agreement client a guaranteed response time of 4 hours for all emergency service calls. 1 emergency call, per month, is included as part of said agreement. Any emergency calls, beyond 1 per month, shall incur an additional, one-time charge, of _$300.00_. Emergency calls may not be saved. Mid Valley IT requests a minimum of a 48-hour notice for all scheduled service. Any service requiring a response of less than 48 hours shall be subject to an emergency response fee unless otherwise stated by Mid Valley IT.

B. Travel is included as part of this agreement.

C. Either party may cancel this agreement at any time. Canceling party must give 30 days' written notice as to the reason for cancellation. All unpaid service dollars shall become due and payable upon cancellation.

D. Every document prepared under this contract is the exclusive property of the Client. No information prepared under this contract may be made available to any individual or organization without the Client's prior approval.

E. Client shall indemnify and hold harmless the Contractor, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.

F. Contractor shall indemnify and hold harmless the Client, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Client, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Client.

G. Under no circumstance is Contractor responsible for damages resulting from data loss, work interruptions, or system failures / crashes related to the Client's system, servers, computers, mobile device, or other electronic systems. Contractor is not responsible for failure of the backup system due to physical failure, or omission of data from the backup job. It is the Clients sole responsibility to notify the Contractor if a litigation hold is in place on any of the Client's systems and to verify the proper operation and configuration of the backup systems.

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H. Neither party shall be held liable for any delay or failure in performance of all or a portion or the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

I. During the term of this Agreement and for a 2-year period after any termination of this Agreement, Client, will not, without the prior written consent of Mid Valley IT, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Mid Valley IT or any customer of Mid Valley IT.

J. Every twelve months, following the start date of this agreement, a cost of living increase of 2% shall be assessed to the monthly dollar amount of this agreement.

K. MISCELLANEOUS PROVISIONS

   a. Waiver. The Client's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
   b. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expense including reasonable attorney's fees and costs of arbitration or litigation.
   c. Entire Contract. This document, together with the attachments, is the entire contract. Any modification must be in writing and signed by the parties.
   d. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties; however, Contractor shall not subcontract or assign this contract without the prior written consent of the Client.
   e. If the Contractor is compelled to provide testimony or otherwise appear for matters (subpoena's, depositions or similar) related to the client, client is responsible for paying Contractor's hourly rate (including travel) of $200.00 per hour.

L. Pricing for the agreement does not include any special projects that may arise. Mid Valley IT shall notify client, and quote, any work that may fall under the special projects umbrella prior to any work being completed. Client reserves the right to either approve or decline any special project labor at its discretion.

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By signing below, both the client and Mid Valley IT agree to the above terms and conditions. This agreement shall commence on the date signed and run for 1 year. This agreement shall supersede all other agreements (either written or verbal) and shall be the document referenced for the support guidelines for the above client. Once the term has been reached, this agreement shall auto-renew on a monthly basis until such time as written notice is given for either cancellation or term changes. All invoices are due and payable the first of each month and considered late by the 10^{th}. Mid Valley IT reserves the right to withhold service on any delinquent account.

Mid Valley IT	Client
________________________	________________________
Name	Name
________________________	________________________
Title	Title
________________________	________________________
Signature	Signature

Start Date: _January 1, 2019_

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 26, 2019
Subject:	Consideration of a **Resolution** Approving, Authorizing and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority
Submitted by:	Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council approve the attached resolution which authorizes the City's membership and participation in the Joint Powers Authority (JPA) of the California Statewide Communities Development Authority.

SUMMARY

In October of last year the City Council approved two new Property Assessed Clean Energy (PACE) programs. Those two programs were the California Statewide Communities Development Authority (CSDA Open PACE) and the Figtree Pace programs. Both programs operate similar to the current PACE programs which are allowed in Riverbank and provide additional competition in the marketplace which in turn provides alternatives/options for Riverbank residents who are interested in the programs.

Staff was notified late last year that an important JPA agreement was not included in the initial approval package sent to the City by CSDA Open Pace. As such the JPA document was not included in the agenda packet and therefore not considered or approved. In order to complete the membership process the City must consider approval of the attached JPA agreement. All terms originally discussed at the October 9th 2018 City Council meeting on this item are unchanged. Approving the attached resolution will authorize staff to execute the agreement and allow the CSDA Open PACE program to be offered to Riverbank resident should they choose to participate. A copy of the original staff report is included as an attachment if background on the program is desired.

FINANCIAL IMPACT

Adoption of the resolutions and actions contained herein will not result in any costs to the City. All costs of marketing, financial, and program administration are borne by the program administrators and with private capital.

STRATEGIC PLAN

This item is indirectly related to the City's Strategic Plan, this item does enhance the options available to residents for energy efficiency upgrades and is recommended as a way to enhance the City's customer service.

ATTACHMENTS

1) Resolution of Approving and Authorizing Execution of the CSDA JPA Agreement 2019-XXXX
2) CSDA JPA Document
3) Original Staff Report from October 9th 2018.

RESOLUTION NO. __________

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

WHEREAS, the City of Riverbank, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Mayor or the City Manager or designee thereof is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said Mayor or City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk of the City shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobe
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Riverbank at a regular meeting of said Council held on the _____ day of ______________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

____
City Manager

ATTEST:

____
City Clerk

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other appliable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than $1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute .any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. <u>Accounts and Reports</u>.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

____

[SEAL]

By ____________________________________

Name:

Title:

ATTEST:

By ____________________________________

Name:

Title:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: October 9, 2018

Subject: Consideration of the Proposed Resolutions and related Agreements:

1) A **Resolution** Approving, Authorizing and Directing Execution by the City Manager of an amended and restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority; and
2) A **Resolution** Approving Associate Membership by the City in the California Enterprise Development Authority; Authorizing and Directing the Execution by the City Manager of an Associated membership Agreement Relating to Associate membership of the City in the Authority: Authorizing the City to Join the Figtree Pace Program; Authoring the California Enterprise Development Authority to Conduct Contractual Assessment Proceedings and levy Contractual Assessments within the Territory of the City of Riverbank; Authorizing the Execution of the Indemnification Agreement, and Authorizing Related Actions; and
3) A **Resolution** Consenting to the Inclusion of Properties Within the Territory of the City in the CSCDA Open Pace Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications From Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions.

From: Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council consider the approval of the agreements and the adoption of the resolutions for the following Property Assessed Clean Energy (PACE) programs:

- California Statewide Communities Development Authority (CSCDA) Open PACE Program
- Figtree PACE Program

This approval will grant the City Manager the authority to execute the agreements and all necessary steps to carry out the intent of the resolutions.

SUMMARY

Property Assessed Clean Energy (PACE) is a mechanism for local residential and commercial property owners to finance renewable energy, energy efficiency, and water conservation projects to their properties. Property owners borrow funds from a PACE provider sponsored by a Joint Powers authority (JPA) and repay the loan via a special voluntary tax assessment.

Two bills (AB 1284 and SB 242) were signed into law September 2017 to further enhance consumer protection measures and best practices in PACE financing.

In order to promote competition and provide Riverbank property owners and local home improvement companies with more options staff is recommending that the City Council take the actions outlined in the report below to allow several more commercial and residential PACE programs to operate in Riverbank.

BACKGROUND

State law authorizes contact assessment districts in charter and general law cities to provide financing for renewable energy, energy efficiency, and water conservation improvements to free and willing property owners. A property owner voluntarily enters into a contractual agreement with one of the JPA assessment districts in which they reside to access financing by securing a lien on their property and repaid as a special assessment on their property tax bill. This financing mechanism is referred to as Property Assessed Clean Energy (PACE).

In order to promote competition and provide Riverbank property owners with more options the City Council is asked to consider admitting additional PACE providers by adopting resolutions approving additional PACE programs and their associated Joint Powers Agreements to operate in Riverbank.

DISCUSSION

PACE financing can be set up and administered under one of two different pieces of legislation which enable PACE programs in California.

AB 811 (2008) allows renewable energy sources and energy efficiency upgrades to be financed through an assessment district. Additional legislation expanded projects eligible for financing to include water efficiency improvements, electric vehicle charging stations, and seismic improvements.

SB 555 (2011) amended the Mello-Roos Community Facilities Act to allow for the creation of Community Facility Districts (CFDs) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy, seismic improvements, and electric vehicle charging infrastructure.

Additional laws expand the original legislation and provide for additional consumer protections:

AB 2693 (2016) enhanced disclosures to homeowners participating in PACE programs and guarantees the right to cancel PACE financing within three business days of execution. AB 2693 also prohibits marketing promises of monetary or percentage representations of increased value to a property owner regarding the effect the financed improvements will have on the market value of the property unless the market value is estimate using one of specified methods.

SB 242 (2017) requires a recorded telephone call to residential consumers to confirm key terms of the agreement in plain language. This call and contractual documents must be available in one of five enumerated non-English languages as necessary. SB 242 also prohibits kick-backs to contractors for steering consumers into a particular program and any mis-representation as to tax deductibility of a PACE assessment contract. Lastly, PACE providers are prevented from disclosing to contractors the amount of funds the property is eligible for under a PACE assessment under this law.

AB 1284 (2017) establishes state oversight for the California's PACE program and requires PACE administrators that are not local governments to obtain a license under California Financing Law. They are also held accountable for screening, training, and monitoring the contractors and sales reps enrolled in their programs. Lastly, PACE providers have to determine a consumer's ability to repay, including income verification, before entering into a PACE assessment.

As a result of the first priority lien status of residential PACE financing, which means that PACE loans are paid off ahead of traditional mortgages, the Federal Housing Finance Agency (FHFA) announced in 2010 its opposition to PACE financing programs. Fannie Mae and Freddie Mac would not purchase mortgages for homes with PACE obligations, unless the PACE assessment was paid off at the time of the property was refinanced or sold, the same as would happen with any other asset-backed financing. In response, California created the $10 m PACE Loan Loss Reserve to keep first mortgage lenders whole during a foreclosure or forced sale of a property with a PACE assessment. No claims to use the Loan Loss Reserve have been filed to date.

PACE offers an alternative to traditional means of financing property improvements such as paying cash, taking a home equity line of credit (HELOC), or using credit cards. PACE financing eligibility is primarily based on property equity rather than the credit worthiness of the applicant. PACE loans have fixed long term interest rates with terms generally longer than those of other private loans, but typically equal to the average useful life of the improvement being undertaken. Because a PACE assessment is field as a lien on the property, it can transfer with the property upon sale, potentially removing a barrier to making long-term investments in one's property. Some other advantages of PACE financing include 100% financing for eligible improvements, and the reliability of pre-approved contractors. As with other forms of private lending, participation in PACE financing is voluntary.

Because the capital for PACE financing is from private sources and the transactions are between program administrators and building owners, the City will incur no cost or risk associated with program activities. The City will provide no administrative support or marketing for the programs, which are conducted by the program administrators. The City is not obliged to repay bonds issued by the JPA or assessments levied on the participating properties.

Expanding Riverbanks' PACE availability by including more providers will likely create a competitive marketplace that provides more financing options with more favorable terms to home and business owners. Doing so would also incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs, reduction in energy use, greenhouse gas emissions and water consumption, which serves to implement the City's Climate Action Plan (CAP). The CAP has also identified establishing and promoting financing and financial incentive programs to support energy efficiency and conservation as a goal.

California Statewide Communities Development Authority (CSCDA) Open PACE

CSCDA Open PACE is an umbrella initiative including AllianceNRG, CleanFund Commercial, PACE Funding Group, Renew Financial (CaliforniaFirst), and Petros PACE Finance. Launched in 2015 it operates under AB 811. It is sponsored by the California Statewide Communities Development Authority (CSCDA). CSCDA Open PACE's goal is to create a platform to vet and pre-qualify PACE administrators so that local governments only need to pass a single resolution to authorize multiple providers including specialist residential or commercial PACE providers. Any additional PACE program providers that become qualified under CSCDA Open PACE after the City of Riverbank adopted the CSCDA Open PACE resolution would be automatically authorized to operate within Riverbank. Local cities that have already approved CSCDA Open PACE include Ceres, Hughson, Newman, Waterford, Manteca, Stockton, Lodi, Tracy, Lathrop, Atwater and Los Banos. A Council resolution would be needed to approve CSCDA Open PACE. CSCDA Open PACE provider's highlights include:

Renew Financial – based in Oakland, provides residential and commercial PACE through its CaliforniaFirst product.

AllianceNRG – established in 2015 serves residential and commercial projects through a collaboration with Leidos Engineering and CounterPointe Energy Solutions.

PACE Funding Group – Based in the South Bay and joined CSCDA Open PACE in September 2015, serves the residential market.

CleanFund Commercial PACE Capital – joined CSCDA Open PACE in 2016 and provides long-term financing to commercial properties.

Petros PACE finance – joined CSCDA Open PACE in 2018 and serves the commercial PACE market.

Figtree PACE Program

The Figtree PACE Program focuses on commercial, industrial and multifamily properties but has recently launched a single-family residential service. Since its launch in 2011 multiple cities in California have adopted the Program including Oakdale, Waterford Turlock and Ceres. Associate membership in the California Enterprise Development Authority (CEDA) is required to join Figtree PACE. Riverbank is currently not a member of CEDA. Council will need to adopt a resolution to join the JPA and to authorize Figtree PACE to operate within Riverbank. CEDA membership is limited to the scope of the Figtree PACE program only.

STRATEGIC PLAN

This item is indirectly related to the City's Strategic Plan, this item does enhance the options available to residents for energy efficiency upgrades and is recommended as a way to enhance the City's customer service.

FINANCIAL IMPACT

Adoption of the resolutions and actions contained herein will not result in any costs to the City. All costs of marketing, financial, and program administration are borne by the program administrators and with private capital.

ATTACHMENT

1. Resolution to approve CSCDA Open PACE
2. CSCDA JPA Agreement
3. Resolution to approve Figtree PACE program and Joint Powers Agreement
4. Associate Membership Agreement

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	February 26, 2019
Subject:	**Resolution** Approving the Fiscal Year 2018-19 Mid-Year Budget Amendments
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Director of Finance

RECOMMENDATION

It is recommended that the City Council consider approval of the Fiscal Year 2018-19 Mid-Year Budget Amendments.

SUMMARY

The Finance Department has performed a mid-year review of the Fiscal Year 2018-19 budget and is recommending the following: 1) budget amendments based on actual beginning reserve changes and, 2) amendments based on revenue and expenditure trends.

BACKGROUND

On June 26, 2018 the City Council was presented with the FY 2018-19 Preliminary Annual Operating Budget. This operating budget was prepared using estimates and projections on anticipated revenues and expenditures and was the result of the collaboration of all of the City's departments. For the General Fund, the City Council approved a budget reflecting a structural deficit where expenditures were projected to exceed revenues by $159,800 and was projected to end with a reserve of $1,481,000 or 15.7%.

At the time of the adoption of the preliminary budget the City was undergoing labor negotiations with the Riverbank Mid-Management Employees Association. It was anticipated that negotiations would conclude in September, at which time staff would bring a final budget for adoption. Because labor negotiations concluded in November it was decided that any amendments would be brought forward during the mid-year budget review.

An important component of a mid-year budget evaluation is determining whether projections made during the preliminary budget adoption continue to remain true as revenues are received and expenditures have been made. In addition, new information that is received from Stanislaus County and/or the State of California is reviewed for its potential impact to the City's budget and amendments are requested accordingly.

The following is a major fund analysis of recommended adjustments to revenues and expenditures highlighting those changes that are of significant impact to the budget. A detailed listing of all accounts being adjusted is attached as Exhibit A.

General Fund (Fund 101)

Revenues

The mid-year review of all General Fund revenues resulted in a recommended net increase of **$337,300**. Significant adjustments were made to the following revenue sources:

Account	Adjustment	Reasoning
Property Tax Current Secured	+$58,000	Assessed Value Increase by County Assessor's Office
Sales Tax	+$100,000	Sales tax has been steadily increasing over the past three years.
Property Tax in Lieu of VLF	+$67,000	An increase in property values has a direct correlation with increases in this revenue source.
Loan Payoff (Rents & Interest)	+$100,000	Advanced Loan Payoff for Settlement by Riverbank Oil Transfer

Expenditures

Expenditure reviews consisted of evaluating all accounts to ensure that the original budget would be sufficient to meet anticipated expenditures through the end of the fiscal year. When evaluating accounts Finance has taken into consideration new information affecting expenditures as well as spending trends. This mid-year evaluation (review) has resulted in a recommended net decrease in expenditures for the General Fund of **$1,900**.

Major expenditure adjustments are being recommended for the following departments:

Department	Adjustment	Reasoning
City Manager	+$11,700	Re-Negotiated Employee Contract
Legal	-$50,000	Anticipated Legal Fee Savings
Planning	+$26,600	Salary Request for Associate/Assistant Planner position. Costs to be offset by savings in the Contract Planning account.

Police Services	+$55,800	As per Cost Sharing Agreement approved January 22, 2019.
Parks	+$14,500	Purchase of equipment to improve day to day operations

With the approved amendments, the General Fund is anticipated to end this fiscal year with a reserve of 26% or $2,533,500.

Beginning Reserve Amended	**$2,354,100**
Amended Revenues	$9,760,600
Amended Expenditures	$9,581,200
Anticipated Ending Reserve	**$2,533,500 (26%)**
Structural Surplus	**$179,400**

General Fund Analysis

One important factor to remember is that the City continues to have unfunded positions due to the lack of sufficient on-going revenues. This is particularly the case in the Sheriff's Department. 2 previously funded positions remain vacant, while the City's goal of 1 deputy per 1,000 residents reflects that there are 6 positions that remain to be funded. During the Strategic Planning process it was the City Council's desire to evaluate additional staffing needs in areas such as GIS and Economic Development, costs which would result in a structural deficit rather than a surplus

The City must also take into consideration the continued increase in expenditures, particularly the CalPERS Unfunded Liability which is projected to increase by almost 50% from to over $700,000 the next two years significantly impacting the City's General Fund.

It is recommended that the City Council consider appropriating a portion of the reserve to mitigate the impact of future expenditures (i.e. unfunded liability or capital needs).

Gas Tax Fund (Fund 102)

The Gas Tax Fund receives revenues from a variety of Highway User Taxes collected from the State of California via vehicle fuel purchases. Revenues may only be used to fund Street & Roads related maintenance and project expenses.

Expenditures remain steady for the Gas Tax Account which funds important services such as street maintenance repairs, street sweeping, and street light utilities. Expenditure decreases are recommended in the Gas Tax Fund due to salary savings from a previously vacant position.

Unfortunately, the health of the Gas Tax Account has been steadily declining as street maintenance related expenses continue to grow. The fund is in a precarious financial position which will require future subsidies from the General Fund in order to continue operations. Revenues from the adoption of SB1 will provide funding for street improvements.

An adjustment of **-$10,200** will be made to the beginning reserve as of July 1, 2018. This adjustment is due to the expense of Gas Tax Revenues over and above those received. The Gas Tax Fund reserve as of June 30, 2019 will be as follows:

Beginning Reserve (Amended)	**$61,700**
Amended Revenues	$1,065,400
Amended Expenditures	$1,018,900
Revised Ending Reserve	**$108,200 (10.2%)**

Sewer Fund (Fund 106)

The Sewer Fund is a business-type account that has been established to fund the necessary maintenance and improvements of the sewer collection and sewer treatment systems. Revenues are received through user fees from residents, commercial, and industrial entities and may only be used for sewer-related expenditures. The City Council adopted five-year rate increases which went into effect as of November 21, 2015 and will provide funding for operations as well as capital upgrades to our sewer service lines and wastewater treatment facility.

The Sewer Fund beginning reserve projection is being amended from $898,900 to $1,388,200 or 54%. A significant portion of this reserve is related to Sewer Collection improvements that will be made in FY 2018-19 & FY 2019-20 as detailed in the 2015 Rate Study.

Overall, the Sewer Fund is anticipated to end with a reserve of 67% providing funds for future projects and addressing deferred maintenance. Future years will continue to reflect a structurally balanced budget with the additional revenues to be received from the adopted rate increases.

In summary, the Sewer Fund is anticipated to end as follows:

Adjusted Beginning Reserve	**$2,287,100**
Estimated Revenues	$3,769,700
Estimated Expenditures	$3,543,500
Anticipated Ending Reserve	**$2,513,300 (67%)**

Water Fund (Fund 114)

The Water Fund is a business-type account that has been established to fund the necessary maintenance and improvements of the water distribution system. Revenues are received through user fees from residents, commercial, and industrial entities and may only be used for water-related expenditures.

The Fiscal Year 2018-19 beginning reserve will be adjusted to $1,844,200 which reflects the actual ending reserve as of June 30, 2018.

Overall, the Water Fund is anticipated to end with a reserve of 71% providing funds for future projects and addressing deferred maintenance. For this Fiscal Year the Water Fund continues to run a structural deficit. After the completion of the water meter project, the City will resume its billing of water consumption. Future years should reflect a structurally balanced budget with the additional revenues to be received from the adopted rate increases.

In summary, the Water Fund is anticipated to end the 2018-19 fiscal year as follows:

Adjusted Beginning Reserve	**$1,844,200**
Estimated Revenues	$2,169,000
Estimated Expenditures	$2,475,600
Anticipated Ending Reserve	**$1,537,600 (71%)**

CONCLUSION

The mid-year budget review is an opportunity for the City Departments to revisit their initial budgets and recommend adjustments based on actual activity that is occurring or on activity that is anticipated to occur. Therefore it is recommended that the City Council approve the mid-year budget amendments as presented in Exhibit A.

FINANCIAL IMPACT

Fund	Reserve Adjustment	Net Revenue Adjustment	Net Expenditure Adjustment
General Fund	+$713,300	+$337,300	-$16,400
Gas Tax Fund	-$10,200	+$6,000	-$6,300
Sewer Fund	+$1,388,200	$20,000	+$6,900
Water Fund	+$1,212,600	+$10,000	+$10,900
Community Center Fund	$0	$8,000	$0
Parks Grant Fund	$0	+$17,000	$0
Recreation Fund	$0	+$16,000	+$9,200
Weed Abatement Fund	$0	+$7,500	$0
Old Program Income Housing Fund	$0	$0	+$3,500
CDBG Fund	$0	$0	+$50,000
Quimby Fee Fund	$0	+$50,500	+$0

Facility Improvement Fund	$0	$0	+$25,000
CFD 2016-1 Fund	$0	$0	+$5,100
Crossroads Undergrouding	$0	$0	+$302,500

STRATEGIC PLAN

On June 25, 2018, the City Council established a Three-Year Goal to “Achieve and Maintain Financial Stability and Sustainability”. This report addresses this matter.

ATTACHMENT

1. Resolution
2. Exhibit A: FY 2018-19 Mid-Year Budget Adjustments

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE FISCAL YEAR 2018-2019 MID YEAR BUDGET ADMENDMENTS

WHEREAS, As part of the mid-year budget review, staff has projected that all reserve accounts will remain within or above the parameters as initially forecast; and,

WHEREAS, Certain critical needs to personnel, supplies, programs, and equipment have arisen in certain operational areas; and,

WHEREAS, To satisfactorily meet all current needs of the City, it is recommended that the adjustments presented in Exhibit A: FY 2018-2019 Mid-Year Budget Adjustments be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the budget adjustments presented in Exhibit A: FY 2018-2019 Mid-Year Budget Adjustments to satisfactorily meet the needs of our residents.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of February, 2019; motioned by Councilmember ______, seconded by Councilmember ______, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:	**APPROVED:**
_________________________	_________________________
Annabelle Aguilar, CMC **City Clerk**	**Richard D. O'Brien** **Mayor**

Attachments: Exhibit A – Mid Year Budget Adjustments

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
101: General Fund						
Revenues	101-000.000-400.010	Property Tax Current Secured	Assessed value increase as per the Stan. County Assessor's Office	58,000	1,200,000	1,258,000
	101-000.000-400.040	Property Tax Prior Unsecured	Payment of Delinquent Taxes	300	0	300
	101-000.000-400.050	Sales Tax	Unanticipated Increase in Sales Tax due to repayment of delinquent amounts	100,000	3,100,000	3,200,000
	101-000.000-400.190	VLF Swap - Property Tax	Assessed value increase as per the Stan. County Assessor's Office	67,000	1,900,000	1,967,000
	101-000.000-501.000	COPS/SLESF Revenue	Increase in allocation from the State	13,300	116,700	130,000
	101-000.000-600.010	Police Services	Decrease in revenues received for services	(4,000)	5,000	1,000
	101-000.000-600.030	Police/Traffic Reports	Decrease in revenues received for services	(500)	1,000	500
	101-000.000-600.100	Planning & Zoning Fees	Increase in Planning Fees for new development	1,000	5,000	6,000
	101-000.000-600.160	Misc Current Services	Increase in reimbursement for miscellaneous services performed	100	0	100
	101-000.000-655.000	Fines, Forfeitures, Penalties	Increase in fines associated with delinquent utility bills	7,000	33,000	40,000
	101-000.000-664.000	Interest Income	Payoff of Riverbank Oil Transfer Loan	25,000	52,500	77,500
	101-000.000-665.000	Rents	Payoff of Riverbank Oil Transfer Loan	70,000	74,400	144,400
	101-000.000-675.030	Strong Motion Fees	Admin Fees for Strong Motion Fee from State	100	0	100
	Net General Fund Revenue Adjustments			**337,300**	**$9,423,300**	**$9,760,600**
General Fund Expenditure Amendments						
City Council	101-401.000-701.001	Personnel Regular	Savings from re-election of Councilmember	(500)	22,300	21,800
	101-401.000-702.032	Professional/Special Services	Assistance with Senior Lunch Program	5,000	12,700	17,700
	101-401.000-706.036	Memberships, Dues, Books	League Central Valley Division Dues	300	11,700	12,000
	101-401.000-706.056	State/County Fees	Increase in Fire Assessment for Housing Authority	1,700	23,500	25,200
City Manager	101-402.000-701.001	Personnel Regular	Re-Negotiated employment contract approved Sept. 2018	6,100	158,500	164,600
	101-402.000-708.005	Medicare	Re-Negotiated employment contract approved Sept. 2018	100	2,300	2,400
	101-402.000-708.006	PERS Retirement	Re-Negotiated employment contract approved Sept. 2018	1,600	25,000	26,600
	101-402.000-708.008	Self Insurance (Workers Comp)	Re-Negotiated employment contract approved Sept. 2018	1,400	23,600	25,000
	101-402.000-708.012	Deferred Compensation	Re-Negotiated employment contract approved Sept. 2018	2,500	5,000	7,500
Finance	101-403.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	3,700	429,400	433,100
	101-403.000-708.005	Medicare	Bargaining Unit Contract Negotiation	100	6,500	6,600

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
	101-403.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	500	73,500	74,000
	101-408.000-708.008	Health Dental Vision Insurance	Bargaining Unit Contract Negotiation	(1,000)	54,200	53,200
	101-403.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	600	64,600	65,200
Legal	101-404.000-702.033	Special Counsel	Decrease in Legal Fees	(50,000)	300,000	250,000
Planning	101-405.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	2,800	183,700	186,500
	101-405.000-701.080	Salary Request	Recruitment for Assistant/Associate Planner	26,600	0	26,600
	101-405.000-702.032	Professional/Special Services	Allocate Planning Contract to new Position	(8,000)	70,000	62,000
	101-405.000-702.034	Other Contract Service	Contract increase for plan review services	3,000	10,000	13,000
	101-405.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	2,900	27,200	30,100
	101-405.000-708.008	Health Dental Vision Insurance	Bargaining Unit Contract Negotiation	(1,000)	27,600	26,600
	101-405.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	400	27,900	28,300
Building	101-406.000-701.003	Personnel Overtime	Overtime increase for construction inspection	500	2,000	2,500
	101-406.000-702.032	Professional/Special Services	Allocate Planning Contract to new Position	(18,600)	30,400	11,800
	101-406.000-703.025	Office Expense	Increase in office expenses	500	1,000	1,500
	101-406.000-708.008	Health Dental Vision Insurance	Health Insurance Premium Increase	800	45,800	46,600
						0
Building Maintenance	101-407.000-701.002	Personnel Part-Time	Increased part-time services to cover staff vacancies	1,200	2,600	3,800
	101-407.000-702.032	Professional/Special Services	Increase in Security Alarm Contract	1,900	16,300	18,200
	101-407.000-707.003	Equipment/Projects	Additional costs for project at Police Services	4,600	0	4,600
Administrative Services	101-408.000-701.001	Personnel Regular	Salary Savings due to staff vacancy	(7,000)	292,100	285,100
	101-408.000-701.002	Personnel Part-Time	Transfer to Professional Services for Temp Agency assistance	(2,800)	15,000	12,200
	101-408.000-702.031	Rents & Leases	Increase in lease rates for copiers	1,400	4,600	6,000
	101-408.000-702.032	Professional Services	Increase in IT Services for new provider & Temp Agency Assistance	8,600	69,500	78,100
	101-408.000-702.034	Other Contract Services	Increase in Personnel Consortium Fees	300	5,700	6,000
	101-408.000-706.014	Misc Personnel Expense	Increase in recruitements for vacant positions	1,000	1,500	2,500
	101-408.000-706.036	Membership, Dues, Books, etc.	Increase in subscription fees	100	1,100	1,200
	101-408.000-708.005	Medicare	Savings due to staff vacancy	(100)	4,400	4,300
	101-408.000-708.006	PERS Retirement	Savings due to staff vacancy	(1,300)	50,900	49,600
	101-408.000-708.008	Health Dental Vision Insurance	Savings due to employee opting out of coverage/vacancy savings	(25,200)	90,200	65,000
	101-408.000-708.010	Self Insurance (Workers Comp)	Savings due to staff vacancy	(1,100)	44,300	43,200

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
Police Services	101-409.000-702.060	Contract Sheriff Services	Contract Increase for Deputy II positions	55,800	3,635,600	3,691,400
						0
Development Services Admin	101-412.000-701.001	Personnel Regular	Salary Savings due to staff vacancy	(17,000)	408,600	391,600
	101-412.000-702.031	Rents & Leases	Increase in lease rates for copiers	3,000	5,000	8,000
	101-412.000-708.005	Medicare	Savings due to staff vacancy	(200)	5,900	5,700
	101-412.000-708.006	PERS Retirement	Savings due to staff vacancy	(2,900)	69,400	66,500
	101-412.000-708.008	Health Dental Vision Insurance	Bargaining Unit Contract Negotiation	(8,000)	78,400	70,400
	101-412.000-708.010	Self Insurance (Workers Comp)	Savings due to staff vacancy	(2,500)	62,000	59,500
Parks	101-414.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	1,500	209,500	211,000
	101-414.000-701.002	Personnel Part Time	Transfer of funds to Building Maintenance to cover part-time services	(1,200)	42,000	40,800
	101-414.000-703.051	Bark/Fiber	Transfer of funds to Equipment/Projects to fund Park Replacement Program	(2,500)	12,000	9,500
	101-414.000-706.029	Maint. Of Bldg/Structures/Grounds	Transfer of funds to Building Maintenance for increased security alarm service	(1,900)	28,000	26,100
	101-414.000-707.002	Capital Expenditures	Purchase of necessary equipment for operations	14,500	0	14,500
	101-414.000-707.003	Equipment/Projects	Transfer of Funds	2,500	8,000	10,500
	101-414.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	200	34,400	34,600
	101-414.000-708.008	Health Dental Vision Insurance	Bargaining Unit Contract Negotiation	(200)	52,000	51,800
	101-414.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	200	31,300	31,500
						0
Recreation Subsidy	101-459.000-999.000	Transfers Out	Decrease in General Fund Subsidy to Recreation Fund	(6,800)	425,100	418,300
	Net General Fund Expenditure Adjustments			**(1,900)**	**$9,583,100**	**$9,581,200**

Net General Fund Revenue Adjustments	**337,300**
Net General Fund Expenditure Adjustments	**(1,900)**
Net Effect to the General Fund Reserve	**339,200**

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
102: Gas Tax Fund						
Revenues	102-000.000-400.160	State Gas Tax Revenue 2107.5	Increase in allocation due to population increase	1,000	5,000	6,000
	102-000.000-675.090	Miscellaneous Revenues	Galaxy Theater Street Light Reimbursement	5,000	27,900	32,900
	Net Gas Tax Fund Revenue Adjustments			**6,000**		
Expenditures	102-418.000-701.001	Personnel Regular	Salary Savings due to staff vacancy	(7,300)	260,200	252,900
	102-418.000-702.034	Other Contract Services	Temporary Employee services to cover staff vacancies	4,200	0	4,200
	102-418.000-702.036	Street Sweeping Contract	CPI Increase as per Contract with Gilton	600	91,000	91,600
	102-418.000-708.005	Medicare	Savings due to staff vacancy	(100)	3,800	3,700
	102-418.000-708.006	PERS Retirement	Savings due to staff vacancy	(1,100)	42,000	40,900
	102-418.000-708.008	Health Dental Vision Insurance	Bargaining Unit Contract Negotiation	(1,500)	76,200	74,700
	102-418.000-708.010	Self Insurance (Workers Comp)	Savings due to staff vacancy	(1,100)	39,400	38,300
						0
	Net Gas Tax Fund Expenditure Adjustments			**(6,300)**	**1,025,200**	1,018,900

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
106: Sewer Fund						
Revenues	106-000.000-655.000	Fines, Forfeitures, Penalties	Increase in fines associated with delinquent utility bills	20,000	50,000	70,000
Expenditures						
Sewer Collection	106-423.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	1,100	82,000	83,100
	106-423.000-706.056	State/County Fees	Fire Assessment for Jackson Lift Station	100	0	100
	106-423.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	200	13,000	13,200
	106-423.000-708.008	Health Dental Vision Insurance	Health Insurance Premium Increase	300	26,100	26,400
	106-423.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	200	12,400	12,600
Sewer Treatment (WWTP)						
	106-424.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	3,000	183,600	186,600
	106-424.000-706.029	Maint. Of Bldg/Structures/Ground	Increase in expenses due to emergency repairs	15,000	20,000	35,000
	106-424.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	500	30,500	31,000
	106-424.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	500	27,400	27,900
	106-424.000-708.012	Deferred Compensation	Bargaining Unit Contract Negotiation	1,000	1,500	2,500
	Net Sewer Fund Expenditure Adjustments			**21,900**		

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
114: Water Fund						
Revenues	114-000.000-655.000	Fines, Forfeitures, Penalties	Increase in fines associated with delinquent utility bills	10,000	40,000	50,000
	Net Water Fund Revenue Adjustments			**10,000**		

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
Expenditures	114-433.000-701.001	Personnel Regular	Bargaining Unit Contract Negotiation	5,800	299,400	305,200
	114-433.000-708.006	PERS Retirement	Bargaining Unit Contract Negotiation	1,000	51,500	52,500
	114-433.000-708.008	Health Dental Vision Insurance	Health Insurance Premium Increase	3,200	76,000	79,200
	114-433.000-708.010	Self Insurance (Workers Comp)	Bargaining Unit Contract Negotiation	900	45,400	46,300
	Net Water Fund Expenditure Adjustments			**10,900**		

118: Community Center Fund						
Revenues	118-000.000-699.000	Transfers In	Transfer from Facility Improvement Fund to Community Center Fund to compensate for lost revenues	8,000	15,000	23,000
	Net Community Center Fund Adjustments			**8,000**		

129: Parks Grant Fund						
Revenues	129-000.000-699.000	Transfers In	Transfer from Facility Improvement Fund to Community Center Project	17,000	0	17,000
	Net Parks Grant Fund Adjustments			**17,000**		

134: Recreation Fund						
Revenues	134-000.000-680.001	Program Revenue	Increase in revenue received from special programs	15,000	14,000	29,000
	134-000.000-672.003	Donations	Sale of Ads in Activity Guide	500	1,000	1,500
	134-000.000-672.001	Pool Concessions	Increase in concession sales at pool	500	500	1,000
	Net Recreation Fund Revenue Adjustments			**16,000**		
Expenditures	134-459.000-701.002	Personnel Part-Time	Salary for Tot Time Program	10,000	78,200	88,200
	134-459.000-703.027	Recreation Program Supplies	Increase in supplies for day camps & swim team	2,500	3,500	6,000
	134-459.000-706.037	Conferences & Meetings	Training for new Recreation Supervisor	1,000	1,600	2,600
	134-459.000-708.007	Payroll Taxes	Benefits associated with salary increase	1,000	6,500	7,500
	134-459.000-708.008	Health Dental Vision Insurance	Savings due to employee opting out of coverage	(5,300)	48,300	43,000
	Net Recreation Fund Expenditure Adjustments			**9,200**		

132: Weed Abatement Fund						
Revenues	132-000.000-675.420	Weed & Lot Cleaning	Reimbursement for forced abatement	7,500	2,000	9,500
	Net Weed Abatement Fund Revenue Adjustments			**7,500**		

EXHIBIT A: FY 2018-19 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Amendment	Budget Original	Budget Amended
139: Old Program Income Fund						
Expenditures	139-462.000-702.053	General Administration	Increase in Admin Expenses for Program	3,500	500	4,000
	Net Old Program Income Fund Adjustments			**3,500**		
153: CDBG Fund						
Expenditures	153-479.000-702.034	Other Contract Services	Future Housing Loans/ADA Projects	50,000	500	50,500
	Net Old Program Income Fund Adjustments			**50,000**		
162: Quimby Fees						
Revenues	162-000.000-675.010	Park In Lieu Fees	Diamond Bar West Park In Lieu Fee Paid	50,500	0	50,500
	Net Park In Lieu Fund Revenue Adjustments			**50,500**		
180: Facility Improvement Fund						
Expenditures	180-441.000-999.000	Transfers Out	Transfers to Community Center Fund & Project Fund for the project	25,000	0	25,000
	Net CFD 2016-1 Fund Expenditure Adjustments			**25,000**		
181: CFD 2016-1						
Expenditures	181-590.000-706.062	MFS Administration	CFD Annual Administration	5,100	0	5,100
	Net CFD 2016-1 Fund Expenditure Adjustments			**5,100**		
222: Crossroads Undergrounding						
Expenditures	222-405.000-707.002	Capital Expenditures	Phase II of Morrill Road Undergrounding of utilities	302,500	0	302,500
	Net Crossroads Undergrounding Fund Expenditure Adjustments			**302,500**		

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date:	February 26, 2019
Subject:	**Resolution** Approving the LRA Fiscal Year 2018-19 Mid-Year Budget Amendments
From:	Sean Scully, City Manager
Submitted by:	Melissa Holdaway, Administrative Analyst II

RECOMMENDATION

It is recommended that the Local Redevelopment Authority ("LRA") Board of Directors ("Board") accept and adopt the attached resolution approving mid-year budget adjustments to the Fiscal Year ("FY") 2018/19 Local Redevelopment Authority Budget.

SUMMARY

The LRA has performed a mid-year review of the Fiscal Year 2018/19 budget and is recommending amendments based on revenue and expenditure trends the first half of this budget year.
Based on this assessment, budget adjustments are proposed for the remainder of the fiscal year. These suggested changes are presented to the LRA Board for discussion, consideration and possible amendment.

BACKGROUND

The LRA Board adopted the FY 2018/19 operating budget on June 27.2018. After a mid-year review of the budget some fiscal assumptions have changed. An updated budget is provided with this report that shows proposed revisions to the financial plan for the remainder of the fiscal year.

After the proposed mid-year adjustments the LRA budget will show an ending reserve of $4,587. This is due to the expenses on the site outpacing the revenue this Fiscal Year. This is mainly due to the delay in sale of personal property (i.e. presses) with the final approval of the US EPA cleanup methods ongoing at the time the report was due.

A summary of the revenue and expenditures for the LRA budget mid-year proposed changes are listed by category below:

REVENUES

Office of Economic Adjustment Grant –This grant funds a large portion of our salaries and fringe, a portion of professional services (legal, engineering, and other consultant services), a portion of administrative expenses including equipment, office supplies, phones, copier costs, postage and janitorial. A new grant has been approved but not executed as of the deadline for this staff report but the funds have been calculated into the mid-year budget adjustment. We also are awarded in a calendar year so the change reflects only half the budget once executed as the second half will be in the next fiscal year.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$0	$109,661	$109,661

Rents – Adjustments to the original projections for leasehold revenue were made due to a few small tenants vacating the property. This resulted in a decrease to our original budget projections. New sources of leasehold revenue are being pursued or under negotiation.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$1,200,000	$1,182,000	$-18,000

Utility Revenue – Utility revenue has been readjusted to actual usage from the remaining tenants on site. With the departure of a very large power user this is in line with the billing we are receiving from our utility providers.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$180,000	$108,000	$-72,000

Misc Revenue – Billing for weight tags and propane has increased revenue slightly.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$20,000	$25,000	$5,000

Sale of Personal Property – This line item reflects a tenant purchasing presses in this fiscal year. With the delay in approval from the US EPA on cleaning it has postponed this sale. The LRA doesn't expect this to be resolved before year end.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$146,000	$0	$-146,000

EXPENDITURES

Phone – reduction in cost (cancelled unnecessary lines and internet).

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$5,200	$3,000	$2,200

Well Maintenance – Increased costs this FY due to unexpected repairs to the lift station.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$550	$3,000	$2,450

Electrical PM's – No contract was executed, anticipated the Master Developer Agreement executed. This account has been supplementing electrical shutdowns for tenants during the roof and siding project and will cover minimum testing of the transformers.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$73,500	$50,000	$-23,500

Common Area costs – Billing has decreased with the departure of a few tenants; adjustments below reflect this change.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$350,000	$330,000	$-20,000

Repairs – Roofing expenditures were caught in the Infrastructure Improvements line item budget reducing our anticipated costs.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$90,000	$55,000	$-35,000

Security – Billing has increased with the minimum wage increase affective January 2019.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$200,000	$206,000	$6,000

Marketing/Branding – This has been earmarked for a transfer ceremony not expected to take place this FY.

FY 18/19 Adopted Budget	FY 18/19 Mid-year Budget	Change
$5,000	$0	$-5.000

RECAP OF MID-YEAR ADJUSTMENTS

REVENUE		EXPENDITURES	
OEA grant	$ 109,661	Salary/Benefits	$ 24,098
Rents	$ (18,000)	Phones	$ (2,200)
Utility	$ (72,000)	Well Maintenance	$ 2,450
Misc	$ 5,000	Electrical PM	$ (23,500)
Sale of Personal Property	$ (146,000)	Common Area	$ (20,000)
	$ (121,340.00)	Repairs	$ (35,000)
		Security	$ 6,000
		Marketing/Branding	$ (5,000)
			$ (53,152.00)

SNAPSHOT OF TOTAL BUDGET

	FY 18/19 Adopted	FY 18/19 Mid-Yr Proposed	Difference
Total REVENUE	$10,070,487	$9,949,147	$(121,340)
Total EXPENDITURES	$ 9,997,712	$9,944,560	$ (53,152)
NET	$ 72,775	$ 4,587	

On a quarterly basis, LRA staff presents the Agency's budget for review and acceptance. At mid-year, there is an opportunity to assess the revenues and expenditures for the first half of the fiscal year (through December 31, 2018) and identify variances between actual transactions and estimated budget amounts that might be considered material. Based on this assessment, budget adjustments are proposed for the remainder of the fiscal year. These suggested changes are presented to the LRA Board for discussion, consideration and possible amendment.

STRATEGIC PLAN

The presentation of the LRA's quarterly budget and mid-year adjustment request supports the City's mission and reinforces the City's core values of transparency and fiscal responsibility.

FINANCIAL IMPACT

LRA funds are generated from grants, leasing revenue and payments from the Army for operations and maintenance of the former Riverbank Army Ammunition Plant. No General Fund monies are used to operate the agency or for upkeep of the Riverbank Industrial Complex. By agreement with the Army, all revenues from the site must be reinvested in the property and used for the protection, repair, operation and maintenance of the facilities.

ATTACHMENT

1. Resolution
2. Proposed Mid-Year LRA Budget w/proposed changes

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY

RESOLUTION

A RESOLUTION OF THE LOCAL REDEVELOPMENT AUTHORITY BOARD OF THE CITY OF RIVERBANK APPROVING THE FISCAL YEAR 2018-2019 MID-YEAR BUDGET AMENDMENTS

WHEREAS, the Riverbank Local Redevelopment Authority ("LRA") acts in accordance with the Defense Base Closure and Realignment Act of 1990; and,

WHEREAS, the LRA has obtained a lease to operate and manage the 175 acre premises, including the private sector businesses leasing space on the site; and,

WHEREAS, as a condition of the lease with the Army, the LRA must obligate all of its revenues to be spent on the protection, maintenance and improvement of the facilities; and,

WHEREAS, the LRA has reviewed mid-year budget revenue and expenditure and to meet all current needs of the LRA, it is recommended that the adjustments presented in Exhibit A: FY 2018-2019 Mid-Year Budget Adjustments be approved.

NOW, THEREFORE, BE IT RESOLVED that the Local Redevelopment Authority Board of the City of Riverbank hereby approves the Mid-Year budget adjustments for Fiscal Year 2018-2019.

PASSED AND ADOPTED by the Local Redevelopment Authority Board of the City of Riverbank at a meeting held on the 26th day of February, 2019; motioned by Authority Member ______, seconded by Authority Member ______, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:	APPROVED:
____________________	____________________
Annabelle Aguilar, CMC **Secretary**	**Richard D. O'Brien** **Chair**

FY 2018-19 Preliminary Proposed Budget

	FY 2018-19 Proposed	FY 2018-19 Mid-Yr Proposed	Increase/ Decrease	Change in %	Notes
Revenue					
OEA Grants	171,865	**281,525**	109,661	64%	Awarded grant for calendar yr 2019
Rents	1,200,000	**1,182,000**	-18,000	-2%	loss of tenants
Sale of Real Property					
Sale of Personal Property	146,000	**0**	-146,000		Delay due to EPA cleanup requirement
DOD Caretaker Revenue	100,800	**100,800**	0	0%	
Utility Revenue from Tenants	180,000	**108,000**	72,000	26%	Tenant usage down
*ESCA #2***	7,720,822	**7,720,822**	0	0%	
Miscellaneous Revenue	20,000	**25,000**	5,000	25%	Billing for additional services
CDBG Over the Counter Grant	531,000	**531,000**	0	0%	
Total Revenue	10,070,487	**9,949,147**	-121,340	-1%	
Expenditures					
Salaries/Benefits	137,560	**161,658**	24,098	8%	OEA grant covering % of CM salary
Administrative Expenses					
Travel	500	**500**		0%	
Equipment	0	**0**		0%	
Office Supplies/Legal Ads	2,500	**2,500**		0%	
Phones	5,200	**3,000**	-2,200	-42%	Decreased lines/internet
Copier	1,500	**1,500**		0%	
Postage	200	**200**		0%	
Janitorial	1,500	**1,500**		0%	
Professional Services					
Legal - General Municipal	50,000	**50,000**		0%	
Legal - Conveyance	150,000	**150,000**		0%	
Other Services	17,500	**17,500**		0%	
Insurance Premiums	100,000	**100,000**		0%	
Facilty Operations & Maintenance					
Well maintenance	550	**3,000**	2,450	445%	Unexpected repairs to lift station
Permits	2,000	**2,000**		0%	
Water Testing	3,150	**3,150**		0%	
Electrical PM	73,500	**50,000**	-23,500	-32%	No contract executed -min testing done
Fire Supression Maintenance	7,350	**7,350**		0%	
Landscaping	9,480	**9,480**		0%	
Propane	3,200	**3,200**		0%	
Repairs	90,000	**55,000**	-35,000	-37%	Roof repairs captured in Infrastructure Improvements
Fire Assessment Fees	200	**200**		0%	
Common Area Costs	350,000	**330,000**	-20,000	-6%	Billing has decreased
Infrastructure Improvements	25,000	**25,000**		0%	
Future Grant Match					
Tenant Improvements	10,000	**10,000**		0%	
Facility Mgmt/Security Services Contracts					
Security	200,000	**206,000**	6,000	3%	Min wage increase January 2019
Facility Management	500,000	**500,000**		0%	
Marketing/Branding	5,000	**0**	-5,000	-100%	No tranfer ceremony expected this FY
Weston Contract ESCA #2	7,393,086	**7,393,086**		0%	
SJES Contract ESCA #2	189,528	**189,528**		0%	
Contingency ESCA #2					
ESCA-Related Improvements	166,620	**166,620**		100%	
CDBG Over the Counter Grant	502,588	**502,588**			
Total Expenditures	9,997,712	**9,944,560**	-53,152	0%	
Net Revenues Less Expenditures**	72,775	**4,587**			

**includes cash advance carried over from prior FYE

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	February 26, 2019
Subject:	Reconsideration of a Moratorium on the Processing and Issuance of Additional Permits for a Cannabis Dispensary within the City of Riverbank
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council review the provided information, take public comment, and chose one of the following options and/or provide direction to staff:

1. Allow the existing one (1) year moratorium to continue and to expire on January 23, 2020;
2. Reduce the existing one (1) year moratorium to six (6) months and allow it to expire on July 23, 2019;
3. Cause the existing one (1) year moratorium to expire immediately, February 26, 2019; or
4. Make the existing moratorium permanent and direct staff to return with an ordinance amending Riverbank Municipal Code Section 120 Cannabis Regulations.

SUMMARY

The Riverbank City Council approved two cannabis dispensary applications in FY 2017-2018. Next, they considered and approved a six (6) month moratorium on dispensary applications in order to evaluate the actual experiences of the first two dispensaries within their respective neighborhoods. Planning has had one dispensary application on hold since this moratorium was established ("Elevations" at Third and Atchison Streets which received Architectural and Site Plan Review approval from the Planning Commission for a retail shell on April 17, 2018).

The first dispensary ("Flavors") opened in mid-April 2018. The second dispensary ("Riverbank Wellness") worked on a tenant improvement throughout 2018. At the end of the six (6) month moratorium, staff provided a positive report on Flavors but did not have any information to share on Riverbank Wellness since they were not yet open. Therefore, Council extended the moratorium for a second six (6) month period to expire January 23, 2019.

After staff provided a presentation at their regular meeting of January 8, 2019, the City Council considered and approved a final one (1) year extension of the moratorium. At this point, Flavors had been in operation for nine (9) months and Riverbank Wellness had been open for about a week. The one (1) year extension would be a good test for impacts now that both businesses were open and staff was directed to continue to observe and gather data. No public comments was given during this item.

The business owners of Elevations, the applicants for proposed dispensary which has been on hold during the previous moratorium period, attended the regular City Council meeting of February 12, 2019 and spoke during public comment. The speakers expressed disappointment that the moratorium had been extended an additional year and shared with the Council the amount of time, energy, and resources they spend nearly every day in Riverbank. There was one opposing speaker from Riverbank Cannabis Collective to commented concern that opening a third dispensary would have negative impacts on the first two. As the Council is unable to discuss matters that are not agendized and brought up during general public comment (unless they are deemed an urgency matter) the Council was unable to ask questions or respond to the public comment on this item. During City Council comments that night, some discussion comments were made that item should be agendized for discussion. It is important for Council to note, that consideration of this item is **not** a consideration of any proposal by Elevations for a dispensary, the consider is only relating to whether or not additional retail applications will be considered or whether the moratorium will remain in place. Any future proposal by Elevations would need to go through the normal planning process required under the code.

Options available to the City Council are:

1. Allow the existing one (1) year moratorium to continue and to expire on January 23, 2020;
2. Reduce the existing one (1) year moratorium to six (6) months and allow it to expire on July 23, 2019;
3. Cause the existing one (1) year moratorium to expire immediately, February 26, 2019; or
4. Make the existing moratorium permanent and direct staff to return with an ordinance amending Riverbank Municipal Code Section 120 Cannabis Regulations.

(Note: if option 2, 3, or 4 are chosen, Council will need to rescind the original moratorium resolution passed on January 8th 2019)

FINANCIAL IMPACT

With a moratorium in place, the City has not been accepting any new applications or processing the application currently on hold. Therefore, the City did not receive any new deposits or fees during the original six (6) month moratorium or the six (6) month extension. Staff processed a deposit refund for one (1) dispensary applicant who withdrew his application at the beginning of the original moratorium. As of January 31, 2019, Flavors has made Public Benefit payments totaling $383,075.36 based on 5% of their gross receipts. Riverbank Wellness officially opened January 2019 and made a flat payment of $5,000 on February 1, 2019.

ATTACHMENTS

1. City Council Draft Resolution No. 2019-xxx Resolution to Modify the Existing Moratorium
2. City Council Draft Resolution No. 2019-xxx Resolution to Create a Permanent Moratorium

CITY OF RIVERBANK

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, REDUCING A ONE (1) YEAR MORATORIUM ON THE PROCESSING AND ISSUANCE OF ADDITIONAL PERMITS FOR CANNABIS DISPENSARIES TO A _______MONTH MORATORIUM

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six (6) cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, the Council adopted Development Agreements for two (2) cannabis dispensaries before adopting Resolution No. 2018-003 to implement a six (6) month moratorium to evaluate the operation of these dispensaries once open and active before making a decision to process additional applications; and

WHEREAS, on June 26, 2018 the Council adopted Resolution No. 2018-056 to extend the moratorium for six (6) months because one of the dispensaries opened in April 2018 and the other was still under construction, so there was not adequate time for an impact assessment; and

WHEREAS, on January 8, 2019 the Council determined there still had not been adequate time to assess neighborhood impacts with the second dispensary opening in December 2018; therefore Council adopted Resolution No. 2019-001 to extend the moratorium for a final one (1) year period; and

WHEREAS, the City Council of the Riverbank, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgment, that additional time is needed to study whether to limit the number of, or entirely prohibit additional medicinal and/or adult use cannabis dispensaries within the City of Riverbank; and

WHEREAS, extending the moratorium for an additional one (1) year on the processing and granting of permits for cannabis dispensaries is seen as enough time to accomplish the City's goals and help ensure the public peace, health, safety, and welfare of its citizens; and

WHEREAS, "permits" shall be clearly defined as the conditional use permits and development agreements required in order to obtain approval for a dispensary use in Riverbank; and

WHEREAS, the first six (6) month moratorium became effective on January 23, 2018, the first extension of six (6) months became effective on July 23, 2018, and the final one (1) year extension became effective on January 23, 2019; and

WHEREAS, after additional public comment and consideration, the City Council desires to modify the moratorium from one (1) year to ___ months.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank that:

SECTION I. Council modifies the moratorium to ___ months on the issuance and processing of permits for medicinal and/or adult use cannabis dispensaries. The moratorium shall apply to those applications or future applications who have not yet been considered at Planning Commission and City Council. The purpose of this moratorium is so that City staff and Council may analyze the operation of the approved dispensaries, study any potential issues and then determine whether to limit or entirely prohibit additional cannabis dispensaries.

SECTION II. Council seeks to limit the duration of the moratorium and to instruct the City Manager and City staff to undertake a review of the issues and present their findings at a City Council meeting within 30 days prior to the end of the one (1) year period; City staff will then recommend the removal or the expiration of the moratorium.

SECTION III. Council hereby directs and orders that no permits for cannabis dispensaries shall be issued or processed by the City of Riverbank during the ____ month moratorium.

SECTION IV. Council hereby rescinds previously approved resolution 2019-001.

SECTION IV. This Resolution shall take effect and be in full force from and after the date of its passage.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of February, 2019; 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**

CITY OF RIVERBANK

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, CREATING A PERMANENT MORATORIUM ON THE PROCESSING AND ISSUANCE OF ADDITIONAL PERMITS FOR A CANNABIS DISPENSARY WITHIN THE CITY OF RIVERBANK AND DIRECTING STAFF TO BRING FORWARD AN AMENDMENT TO RIVERBANK MUNICIPAL CODE CHAPTER 120: CANNABIS REGULATIONS

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six (6) cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, the City Council adopted Development Agreements for two (2) cannabis dispensaries before adopting a six (6) month moratorium and a six (6) month extension to evaluate the operation of these dispensaries once open and active before making a decision to process additional applications; and

WHEREAS, on January 8, 2019 the Council determined there still had not been adequate time to assess neighborhood impacts with the second dispensary opening in December 2018; therefore Council desired to extend the moratorium for a final one (1) year period, to expire January 23, 2020; and

WHEREAS, on February 26, 2019 the Council reconsidered the moratorium based on public comment and, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgment, desired to revisit the moratorium and decided to create a permanent ban and have staff return with an ordinance amendment to RMC Chapter 120; and

WHEREAS, "permits" shall be clearly defined as the conditional use permits and development agreements required in order to obtain approval for a dispensary use in Riverbank; and

WHEREAS, the current moratorium became effective on January 23, 2018, was extended by six (6) months on July 23, 2018, and was then extended for one (1) year on January 23, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank that:

SECTION I. Council imposes a permanent moratorium on the issuance and processing of permits for medicinal and/or adult use cannabis dispensaries. The moratorium shall apply to those applications or future applications who have not yet been considered at Planning Commission and City Council. The purpose of this moratorium is to prohibit additional cannabis dispensaries and their impact on surrounding neighborhoods.

SECTION II. Council seeks to make the moratorium permanent and directs the City Manager and City staff to bring forward an ordinance amendment on Chapter 120: Cannabis Regulations.

SECTION III. Council hereby directs and orders that no permits for cannabis dispensaries shall be issued or processed by the City of Riverbank due to the permanent moratorium.

SECTION IV. Council hereby rescinds previously approved City Council resolution 2019-001.

SECTION V. This Resolution shall take effect and be in full force from and after the date of its passage.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of February, 2019; 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**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	February 26, 2019
Subject:	A **Resolution** Authorizing Purchase of Property Located at 3234 Sante Fe Street – Assessors Parcel Number 132-011-017, Authorizing the City Manager to Execute Necessary Documents to Complete the Sale, and Authorizing Appropriation of $302,000 from the System Development Fee Account for Purchase of the Property

Authorization of Property Purchase 3234 Santa Fe St. (APN – 132-011-017)

Submitted by: Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council approve the attached resolution which authorizes the purchase of 3234 Santa Fe St. and authorizes the City Manager to execute necessary documents to complete the purchase.

SUMMARY

The Riverbank City Council recently approved a spatial analysis, which is intended to review the current, short term and long term physical space needs for the ongoing operation of City services. During the process of developing the RFP for spatial analysis and as part of ongoing growth conversations internally, management staff have concluded that very little additional office space exists for short term growth. Similarly there are very few physical opportunities for reasonable cost additions to current structures.

Ironically, around the same time the internal discussions regarding space were taking place, staff became aware that a building immediately adjacent to City Hall South at 3234 Santa Fe was available for sale. The property had been vacant for a number of years and was recently remodeled for a future medical office use but was never occupied by its owners. The property is now part of a bankruptcy proceeding and is available for purchase through the common real estate bankruptcy process. Based on direction previously provided, staff has made a purchase offer of $300,000 which has been accepted by the Bankruptcy Trustee. The offer is approximately $65,000 less than the listing price and is generally consistent with comparative parameters that have been reviewed by staff.

The property potentially provides for some unique possibilities for short and midterm growth. First, the property is located immediately adjacent to City Hall South and across the street from City Hall North, this allows city departments in the downtown area to have room for growth, while still remaining in close proximity to many of the other City buildings. Second, the recent remodel has upgraded the majority of the interior space and provides ample space for future growth. The building has seating areas for the public, multiple office spaces, two conference rooms, a break room, and small courtyard area. The building is approximately 4,250 square feet and the total lot size is approximately .14 acres.

If approved, staff does contemplate that some building upgrades would be required in order to make the space usable for City business. This primarily will relate to upgrades to the front office/reception, roof repair, flooring upgrades and general office furniture/technology. In anticipation of this potential new space, staff has requested that the architects performing the spatial analysis include an analysis of this property so that it's most efficient use can be planned for.

The property is being sold "as is", staff is aware of many details with regard to the building as it was recently remodeled and inspected by the City's Building Department. If approved staff will order some additional recommended inspections to confirm that there are no major issues associated with the building. Initial review of the property does not indicate any of these types of issues. If any issues arise between this approval and the Bankruptcy Court date, staff has requested to retain the right to remove the offer from consideration.

Since this property is a currently part of a bankruptcy proceeding, the purchase procedure is different than a traditional real estate transaction. The first step is an initial offer to the Bankruptcy Trustee (completed and accepted). The next step is a court date is scheduled wherein a Bankruptcy Judge will consider the offer and an opportunity will be provided for any other bidders to submit their offers. If no other offers are received the bid will be accepted and purchase will commence.

Staff is requesting authority (if approved by the Court) to execute the necessary documents to complete the purchase in addition to expenditure authorization of approximately $302,000 (this includes closing costs).

FINANCIAL IMPACT

The City of Riverbank has assessed a system development fee which was created specifically for New City Hall facilities. System development fees are fees collected specifically for new (capacity increasing) capital infrastructure item. Staff would recommend appropriating the cost for the building ($302,000 to include closing costs and associated fees) from account 210-467.000-707.077 (General Government System Development Fee Account), this would leave approximately $100,000 as balance which staff would recommend be set aside for any necessary upgrades to the building. Staff will work with the spatial analysis consultants to create a plan for future upgrade of the facility.

Purchase of any real property carry additional ongoing operational expenses (insurance, maintenance, etc). However, due to the moderate size of this building it is not anticipated to be an additional cost that would be significant within the scope of Riverbank's current budget for facilities. The alternative would be to lease or purchase space elsewhere for growth which would carry similar (if not more expensive) cost.

STRATEGIC PLAN

A core component of the strategic plan is to "maintain and improve the City's infrastructure delivery systems". This space will provide room for growth so that City staff can continue to improve our service to the citizens of Riverbank.

ATTACHMENTS

1) Resolution of Authorizing Purchase 2019-XXXX
2) Property Listing
3) Google Maps of Location

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING PURCHASE OF PROPERTY LOCATED AT 3234 SANTE FE STREET – ASSESSORS PARCEL NUMBER 132-011-017, AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO COMPLETE THE SALE, AND AUTHORIZING APPROPRIATION OF $302,000 FROM THE SYSTEM DEVELOPMENT FEE ACCOUNT FOR PURCHASE OF THE PROPERTY

WHEREAS, the property located at 3234 Santa Fe Road is available for sale and is part of a bankruptcy proceeding; and

WHEREAS, the property has been listed for purchase at a price of $365,000; and

WHEREAS, based on direction provided the City of Riverbank has offered $300,000 for the purchase of said property; and

WHEREAS, the Bankruptcy has preliminarily accepted the offer provided by the City of Riverbank; and

WHEREAS, the City of Riverbank will complete any necessary inspections within the allowable inspection period; and

WHEREAS, a court date will be set for the courts consideration of the offer made by the City of Riverbank and if the offer is approved by the Bankruptcy Court Judge the property will be sold to the City of Riverbank; and

WHEREAS, if purchased the City of Riverbank will budget funds for appropriate upgrades to the space depending on the recommendations within the spatial analysis; and

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

1. Authorize purchase of the property located at 3234 Santa Fe Street.

2. Authorize the City Manager to execute necessary documents to complete the sale if the Bankruptcy Judge approves the offer.

3. Authorize the appropriation of approximately $302,000 from System Development Fees for the purchase of the building.

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: