CITY COUNCIL / LRA BOARD
Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez

CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367

choose civility

AGENDA

TUESDAY, SEPTEMBER 13, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT HTTP://WWW.RIVERBANK.ORG/AGENDACENTER)

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES. WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

6.* 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.*

7. PRESENTATIONS (Informational only)

No Presentations Scheduled.

8. 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 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person**.** Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

9. 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 9.1 Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 Approval of the August 23, 2022 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 Acceptance of the Castleberg Park Basketball Court Project and Authorization to File a Notice of Completion.

Item 9.4 Award the sole source bid for the pool plastering project to Burkett's Pool Plastering Inc.

Item 9.5 Reject Bids for the Oakdale Road Improvements Project and Authorize staff to re-bid the project Minus the Joint Trench Work.

Item 9.6 **Resolution** to Approve the Employment Agreement between the City of Riverbank and Michael Riddell as Public Works Director and Interim Riverbank Local Redevelopment Authority Director and Authorize the City Manager to Execute the Agreement.

10. PUBLIC HEARINGS

Item 10.1 **Introduction and first reading of the Ordinance Amending Section 50.10, Method of Collection of Rates by City; Section 50.11, Payment; Section 51.02, Sanitary Sewer Permit; Billing Procedures; Section 51.03, Rates and Charges; Section 52.64, Payment of Bills; Section 52.65, Deposits; and Section 52.66, Disconnection for Late Payment, of the Riverbank Municipal Code ("RMC"). Resolution Adopting a Residential Water Shut-Off Policy under SB 998.-** It is recommended that the City Council receive a presentation, take public comment, and consider adopting a Resolution establishing a Residential Shut-Off Policy for Water Service to comply with the requirements under Senate Bill 998 ("SB 998") and Introduction and First Reading of an Ordinance Amending Sections of the Riverbank Municipal Code.

11. NEW BUSINESS

Item 11.1 **Resolution Authorizing the Application and Adopting the PLHA Plan for the Permanent Local Housing Allocation Program**- It is recommended that the City Council consider adopting a Resolution that authorize staff City to submit an application for the 2020 and 2021 program year funding and adopt the PLHA Plan for the Permanent Local Housing Allocation Program.

Item 11.2 **Resolution of Concurrence and Support of the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2021-2022-** It is recommended that the City Council hold a Community Meeting to gather input on the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Stanislaus County.

Item 11.3 **Resolution Approving the American Rescue Plan Act Spending Plan-** It is recommended that the City Council consider adopting a Resolution approving the allocation of American Rescue Act funding that has been received by the City of Riverbank in 2022.

Item 11.4 **Authorize the City Manager to Submit an Application for Grant Funding under the CalOES Building Resilient Infrastructure and Communities (BRIC) program, Direct the City's On-Call Utility Engineer to prepare a Grant Application and Preliminary Design Documents and to Repair and Reinstall the existing Well Pump, and Negotiate the Cost and Fee for such Services Not to Exceed $290,000 for Well #10.-** It is recommended that the City Council authorize the City Manager to submit an application for grant funding to the California Department of Emergency Services (CalOES) for design and construction of a nitrate treatment system for the City's Well No. 10 and direct the City's on-call Utility Engineer Kjeldsen, Sinnock & Neudeck, Inc. (KSN) to prepare grant application documents and associated preliminary engineering at a cost not to exceed $290,000.

12. 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/LRA Board during this time.

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item13. 1 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Government Code §54956.9)
Name of Case: City of Riverbank v. Schneider Electric Buildings America, Inc.

Item 13.2 **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code § 54957.6)
Agency Representative: Marisela H. Garcia, City Manager
Unrepresented Employee: Parks & Recreation Director

Item 13.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Government Code §54956.9)
Name of Case: Riverbank Land LLC v. City of Riverbank

14. RECONVENE – REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session on **Item 13.1**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code §54956.9)
Name of Case: City of Riverbank v. Schneider Electric Buildings America, Inc.

Item 14.2 Report from Closed Session on **Item 13.2**
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code § 54957.6)
Agency Representative: Marisela H. Garcia, City Manager
Unrepresented Employee: Parks & Recreation Director

Item 14.3 Report from Closed Session on **Item 13.3**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code §54956.9)
Name of Case: Riverbank Land LLC v. City of Riverbank

15. ADJOURNMENT

The next regular City Council meeting will be on September 27, 2022 at 6:00 p.m.

AFFIDAVIT OF POSTING
I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North and South City Hall and The Riverbank Community Center public exterior bulletin boards, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act. **Posted this September 8th, 2022** /s/ *Gabriela Hernandez, City Clerk*

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

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.

VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR THE CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC "LIVE" VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE 4:00 PM DEADLINE

- ***Via Mail Service:*** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- ***Via Email: Mail to cityclerk@riverbank.org (Note: This technology is not a guaranteed method.)***
  - Indicate Agenda Item # in the ***subject line***. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- ***Oral Comments In-Person:*** The Mayor will ask the audience if anyone wishes to comment, at that time you may approach the podium. (A Spanish language interpreter is available for assistance.)
- ***Oral Comments Via Zoom:*** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
  (please make sure the volume on your video device or any nearby device is turned down.)
  - Using a computer – click on the "raise hand" feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
  - Using a Phone – press ***9** to "raise the hand". This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the teleconference phone number (209) 863-7151 so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: https://us02web.zoom.us/j/85618117562

Join by accessing website: https://zoom.us/join , enter **Webinar ID: 856 1811 7562**

- Join by telephone:**1 669 900 9128 or 1 346 248 7799, plus Webinar ID: 856 1811 7562**

Learn about using ZOOM - Visit https://zoom.us/j/94943925973?status=success for a free account or to download the app.

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 St., Suite A, Riverbank.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	September 13, 2022
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

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/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of 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/LRA Board; 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 REDEVELPOMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	September 13, 2022
Subject:	Approval of the August 23, 2022 City Council and Local Redevelopment Authority Board Minutes
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of August 23, 2022, as presented.

SUMMARY

The Draft Minutes of the 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.

ATTACHMENTS

1. The August 23, 2022 City Council and Local Redevelopment Authority Board Minutes.

MINUTES

TUESDAY, AUGUST 23, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT HTTP://WWW.RIVERBANK.ORG/AGENDACENTER)

1. CALL TO ORDER - *Mayor / Chair Richard D. O'Brien called the meeting to order at 6:01 P.M.*

2. FLAG SALUTE - *Mayor / Chair Richard D. O'Brien led the pledge of allegiance.*

3. INVOCATION – *Reverend Randy Richardson provided the invocation.*

4. ROLL CALL

Members of the City Council / Local Redevelopment Authority Board present in the Chamber:
Council Member / Authority Member District 1 Luis Uribe
Council Member / Authority Member District 2 Rachel Hernandez
Council Member / Authority Member District 4 Darlene Barber-Martinez
Vice Mayor / Vice Chair (CM-D03) Cal Campbell
Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES – *There were no changes to the agenda.*

6. CONFLICT OF INTEREST: *Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.*
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7. PRESENTATIONS (Informational only)

Item 7.1 **Proclamation "100 Years of Action"-** Celebrating 100 years of the city's incorporation date on August 23, 1922.

Mayor O'Brien read and presented the "100 Years of Action" Proclamation to City Clerk Gaby Hernandez for her efforts and being the lead on the Centennial Committee.

Item 7.2 **Proclamation & Presentation: Overdose Awareness Day-** City Council to present proclamation & receive a short presentation from Christie

Hoffman (lost her son Connor to a fentanyl overdose and poisoning on 5/28/21).

Mayor O'Brien read and presented the proclamation for Overdose Awareness Day.

City Council received a short Power Point presentation from Christine Hoffman on fentanyl overdose and poisoning.

Item 7.3 **Homeless Action Plan -** City Council to receive a presentation from Stanislaus Homeless Alliance Chairperson Brad Hawn on the Homeless Action Plan; no action is requested at this time.

City Council received a Power Point Presentation on the Homeless Action Plan from Brad Hawn.

Mayor O'Brien requested that a short recess be taken at 6:45 p.m. as there were technical difficulties occurring with the audio on zoom.

Meeting Reconvened at 6:58pm

Item 7.4 **Cheese & Wine Festival-** City Council to receive a presentation from Tamara Spade from Simply Divine Events on updates and changes for the upcoming Cheese & Wine Festival in October.

City Council received a Power Point Presentation on the upcoming Cheese & Wine Festival from Tamara Spade.

Item 7.5 **Drone First Responder Program Presentation-** City Council to receive presentation from Sergeant Craig Osmonson with Stanislaus County Sheriff's Department.

City Council received a Power Point Presentation from Sergeant Craig Osmonson on the Drone First Responder.

Item 7.6 **YAFT (Young Adults Fighting Tobacco) Presentation-**City Council to receive a presentation from Chelsea King with California Health Collaborative.

City Council received a Power Point presentation from Chelsea King on Young Adults Fighting Tobacco.

Public Comment from Thelma Louise on the presentation.

8. 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 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person**.** Under State Law, matters presented during the public comment period cannot be discussed or acted upon.*

Mayor O'Brien stated the Public Comment would be limited to a total of nine minutes per topic wishing to be discussed, on any item not on the agenda.

Public Comment Opened at 7:47p.m.

Vicki Holt with the Riverbank Library spoke on the upcoming events being held by the library including:

- *Story Time, Tuesdays in September at 11:00am*
- *Friends of the Library August 25th @ 5:30 p.m.*
- *Book Club is Reading "The Last Year of the War" discussion on August 30th @ 4:00 p.m.*
- *Pencil Topper Craft Animal August 31st @ 4:00 p.m.*
- *Master Garden Class September 10th @ 2:00 p.m.*

To sign up for any of the classes call the Library at (209) 869-7008 or sign up at stanislauslibrary.org.

Residents who spoke in opposition of the Riverwalk Project

Jamie Aggers
Bernard Aggers
Karen Conrotto
Kerry Mitchell

Christina Avalos would like to extend an invitation to the Expo Michoacán y Su Cultura on Saturday, August 27th from 10:00 a.m. to 7:00 p.m. at the Community Center Park.

Annabel Gammon spoke regarding the General Plan Review, and would like to have input when it comes time for residents to review.

Durriya Syed spoke regarding Liability Insurance Program available for Residents in the state of California. Signup at www.mylowcostauto.com

There being no further public comments, Mayor O'Brien closed the Public Comment period at 8:07 p.m.

9. 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 9.1 Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 Approval of the July 26, 2022 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 Adopt a Resolution Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361- Allowing the City to Continue a Hybrid Virtual Meeting Environment.

Item 9.4 Authorization for Out of State Travel Request to have Finance Staff Attend the Caselle Annual Conference in Salt Lake City, UT

Item 9.5 Acceptance of the Pavement Restoration and Valley Gutter Project and Authorization to File a Notice of Completion

Item 9.6 Final Parcel Map 08-2021 for Celerino Jimenez Family. The Property located at 3837 and 3843 California Avenue

Item 9.7 Second Reading by Title Only and Adoption of Ordinance 2022-004 Approving General Plan Amendment to modify the existing Low Density Residential (LDR) land-use designation to High Density Residential (HDR) and to rezone the existing Single Family Residential (R-1) site to Planned Development (PD) for a proposed 40-unit senior apartment complex on 2.01 acres. The subject site is 3318 Pocket Avenue

ACTION: *Mayor O'Brien moved to pull item 9.3. form the consent calendar.*

By motion moved and seconded (Uribe / Barber-Martinez / 5/0) to approve the Consent Items as changed.

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 9.3 Adopt a Resolution Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361- Allowing the City to Continue a Hybrid Virtual Meeting Environment.

ACTION: *By motion moved and seconded (O'Brien / Uribe /5/0) to end the City's implementation of Teleconferenced Public Meetings pursuant to Assembly Bill 361.*

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARINGS

No Public Hearings Scheduled

11. NEW BUSINESS

Item 11.1 **Resolution Authorizing an Animal Control Services Agreement with the City of Oakdale to Provide Animal Control Services in the City of Riverbank-** It is recommended that the City Council consider adopting a

Resolution authorizing the City Manager to execute the Animal Control Services Agreement with the City of Oakdale.

Senior Management Analyst Torres-Manriquez presented a comprehensive staff report and Power Point Presentation recommending City Council consider and adopt a resolution authorizing the City Manager to execute Animal Services Contract with the City of Oakdale.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Uribe/ Campbell/ 5/0) to authorize the City Manager to execute an Agreement with the City of Oakdale for Animal Control Services for the years 2022-2027.*

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 11.2 **Consider by Minute Order the Approval of the City's Formal Response to Findings and Recommendations from the 2021-2022 Stanislaus County Civil Grand Jury Homelessness: The Elusive Definition of "Success" Report (Case #22-05GJ)-** It is recommended that the City Council consider approving by minute order the City's formal response to the Stanislaus Civil Grand Jury Report for Case #22-05GJ).

City Manager Garcia presented a comprehensive staff report and Power Point presentation recommending City Council consider by minute order the City's formal response to the Stanislaus Civil Grand Jury.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Barber-Martinez/ Uribe/ 5/0) to authorize the City Manager by Minute Order the City's Formal Response to Findings and Recommendations from the 2021-2022 Stanislaus County Civil Grand Jury Homelessness: The Elusive Definition of "Success" Report (Case #22-05GJ).*

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 11.3 **Workshop – American Rescue Plan Act-** It is recommended that the City Council consider the workshop information provided by staff on the American Rescue Act and provide direction to staff and/or reach consensus as appropriate regarding the allocation of American Rescue Act funding that has been received by the City of Riverbank in 2022.

City Manager Garcia presented a workshop on the American Rescue Plan Act (ARPA) and recommended city council provide direction to staff on the appropriate appropriation regarding the allocation of the ARPA funding.

Mayor O'Brien brought the item back for City Council Discussion.

Mayor O'Brien Opened item for Public Comment at 7:55 p.m.

Leanne Jones Cruz commented on behalf of the Downtown Business Coalition Group regarding their concerns including:

- *Facade program for Downtown Business Group*
- *Would like to see Lights (LED) that would change with the seasons/colors.*
- *Electronic Sign, they love the idea, but would like to have access without having to pay for it.*
- *Parking in the Downtown area is an issue that needs to be addressed.*
- *Council Chambers need to updated with more comfortable chairs and working tv/audio equipment.*
- *The image for our town is an important one, what we are doing and going.*
- *Social Media branding is a great idea, looking forward to that aspect improving.*

Public Works Director Riddell spoke regarding the need to include the Storm Drain on 7th Street as part of the ARPA Plan

DIRECTION: *Direction was provided to staff by City Council as to the how the American Rescue Plan Act Funding should be distributed.*

Item 11.4 **Designation of New Voting Delegate and Alternate(s) to Attend the 2022 League of California Cities Annual Conference-** It is recommended that City Council designate Vice Mayor Cal Campbell as the Primary Voting Delegate and vote on an alternate delegate.

City Manager Garcia presented a comprehensive staff report on the need to vote and designate new voting delegates for the League of California Cities Annual Conference.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (O'Brien / Uribe/ 5/0) to designate as the Primary Voting Delegate, Vice-Mayor Campbell and the Alternate Voting Delegate, Councilmember Hernandez for the 2022 League of California Cities Annual Conference.*

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

12. 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/LRA Board during this time.

Item 12.1 Staff

City Manager Garcia advised the City Council and the public on the following:

- *Invite the City Council and Residents to the Ribbon Cutting Ceremony for Countryside Park located at 6145 Beagle Drive on Saturday, September 17th, 2022 at 10:00 a.m.*

- *Thank you to all the members of the public who attended our Centennial Events throughout the year, we are very pleased that the City Council provided us with the funding and the opportunity to put on these events for the public to be able to celebrate these 100 years of the city's incorporation. We hope to be able to continue provide of those events in the future, so that we may continue to celebrate many years to come.*

- *Would like to thank the members of the Administration Staff, especially Gaby Hernandez, for all the work done preparing for each one of those events.*

- *All the Parks & Recreation Staff who prepared all of our city facilities and made sure all our parks were pristine, so that we could highlight all the beauty we have.*

- *To the Public Works Staff for all of their efforts to make sure we were all safe at those events, with Street Closures, being there to assist with anything, whether to prepare and setting up items.*

- *The Sherriff's department for all of their assistance at each event making sure that all of our residents were safe, some of the safety features that were seen, were a result of the discussions that were had in preparation.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- *There is no link that can be put onto Social Media to access City Council Meetings, that we are aware. Will work with City Staff, to look into this as an option.*

- *City council & City Manager attended Back to School Night for Mesa Verde Elementary and California Avenue Elementary were great events and organized. The events were translated live simultaneous into*

Spanish. It brought a good connection for the school district to have the City Council there.

- *Love Riverbank, a Semi-Committee has been formed, would still like to invite anyone who would like to be involved to join.*

Councilmember Uribe reported on the following:

- *Kiwi's Custom Gun Ribbon cutting will be on Friday, August 26th, 2022 at 10:00 a.m. located at 3332 Santa Fe Street. Will be highlighting their state-of-the-art indoor shooting range.*

- *Annual Community Barbecue with City Council in conjunction with Chief Ridenour will be on Saturday, August 27th from 11:00am to 1:00pm at Silva Park, 5800 Antique Rose Way. Free to all Riverbank Residents.*

- *Stanislaus Equity Partners is partnering up with SBDC to hold a business competition (similar to Shark Tank), one of the five businesses competing is a Riverbank Business. Event on August 30th, form 5:30 p.m. to 8:00 p.m. at the Weave Center 820 H Street, Modesto.*

Councilmember Barber-Martinez reported on the following:

- *Attended the SHA (Stanislaus Homeless Alliance) Meeting in Modesto looking for a safe parking place for homeless living in their cars. It is a pilot program, for six months with a few restrictions, not sure how many people will take advantage of the program.*

- *Our Mural is an awesome piece of art, it truly displays our history from beginning to where we are today, really appreciate the artist for the work.*

Vice Mayor Campbell reported on the following:

- *The Drone First Responder Program presentation is a good program, they are really the future and are going to help in assisting the police and aiding the community.*

- *Thank you, the staff, residents, and everyone who attended the Centennial Events, the light show was great and is the future, and can see the possibility of fireworks going away, and light shows being the future.*

- *Attended the Back to School night along with Council, hope this will bring more interaction between the Council and the Schools.*

<u>Item 12.3</u> Mayor/Chair

Mayor O'Brien reported on the following:

- *The 100-year Celebration events throughout the year were fine and excellent and would like to see some of these events carry over to every year. As council, can decide which events to continue on, and showcase our city not just this one year, but continually.*

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 13.1 **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code § 54957.6)
Agency Representative: Marisela H. Garcia, City Manager
Unrepresented Employee: Parks & Recreation Director

Item 13.2 **PUBLIC EMPLOYMENT**
(Pursuant to Government Code § 54957)
Title: Public Works Director

Mayor O'Brien opened Public Comment at 9:21 p.m.

There being no public comments, Mayor O'Brien brought the item back to the City Council and went into Closed Session at 9:22 p.m.

City Council Reconvened at 9:32 p.m.

DIRECTION: *Direction was provided to staff by City Council as to Closed Session Item 13.1 and Item 13.2.*

14. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 9:33 p.m. to the next regular scheduled City Council / LRA Meeting of September 13, 2022.

ATTEST: (Adopted 08/13/2022)	APPROVED:
Gabriela Hernandez City Clerk / LRA Recorder	Richard D. O'Brien Mayor / Chair

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	September 13, 2022
Subject:	Acceptance of the Castleberg Park Basketball Court Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Sue Fitzpatrick, Parks and Recreation Director Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Castleberg Park Basketball Court Project and authorize staff to file a Notice of Completion.

SUMMARY:

Frontline General Engineering Construction Inc. has completed the construction of the Castleberg Park Basketball Court Project. City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on March 8, 2022 to Frontline General Engineering Construction Inc. in the amount of $145,766.00. During construction one (1) contract change orders was issued for this project in the amount of $2,602.27 (1.79% over contract).

It is recommended that the Council accept the Castleberg Park Basketball Court Project as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with the California Department of Parks and Recreation 2018 Park Bond Act, Per Capita Grant. The total cost of construction is $148,368.27.

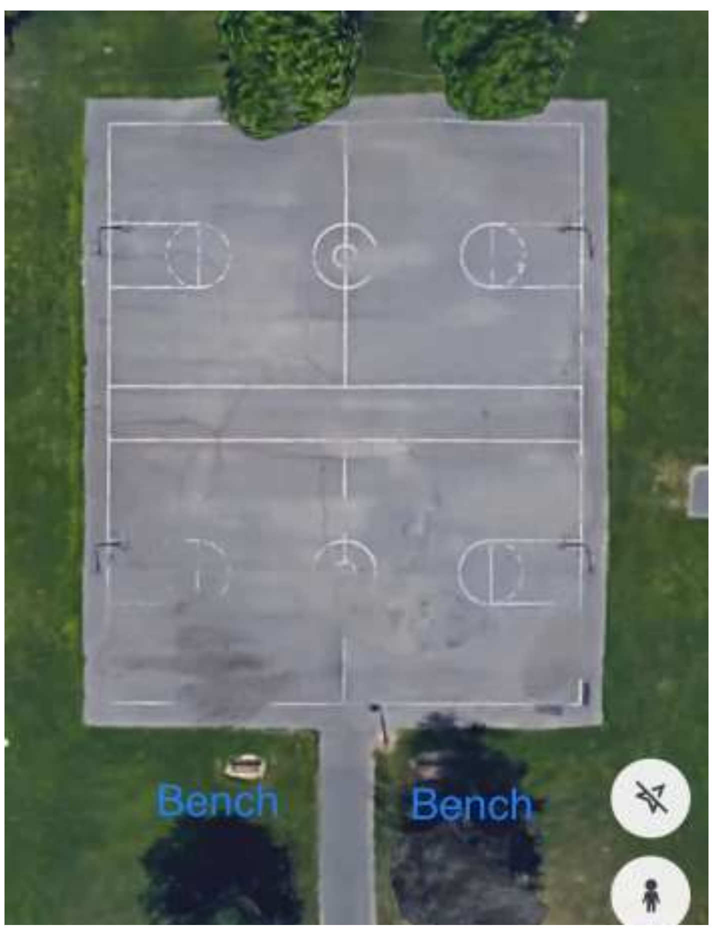
ATTACHMENTS:

1. Site Map
2. Photos
3. Notice of Completion

ATTACHMENT 1

Castleberg Park Basketball Courts

Site Map



ATTACHMENT 2

Castleberg Park Basketball Court Project

During Construction

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME CITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
STREET ADDRESS 6707 THIRD STREET
CITY & STATE RIVERBANK, CA 95367

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Riverbank (Print Full Name)
3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367 (Address, City, State, Zip)
4. The nature of the title of the undersigned is:

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

   ☐ Lessee, **or** ☐ Other

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

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

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

   N/A

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

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

   N/A

7. A work of improvement on the property described below was completed on September 13, 2022. (Date of Completion)

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

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

☐ The kind of work done or finished was installation of a concrete basketball court slab, adjoining concrete benches w/ slab, court layout in paint and all other work included on the plans

(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

9. The property on which the work of improvement was completed is in the City of Riverbank, County of Stanislaus, State of California, and is described as follows: Castleberg Park Basketball Court Project

(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is 5845 8th Street, Riverbank, CA 95367

(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 13th (Day) day of September (Month), 2022 (Year)

City of Riverbank
Laura Graybill, Senior Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California on this 13th (Day) day of September (Month), 2022 (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

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

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT

Meeting Date:	September 13, 2022
Subject:	Award Bid for Pool Plastering Project
From:	Marisela H. Garcia, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider awarding the sole source bid for the pool plastering project to Burkett's Pool Plastering, Inc.

SUMMARY

The Riverbank Community Pool plastering project was approved for the 2022-2023 Fiscal Year Budget. The Parks and Recreation Department is requesting that the sole source bid be awarded to Burkett's Pool Plastering, Inc. This is the company that has the expertise for this specialized project. The only other company that does this type of work has been contacted but does not serve our area.

BACKGROUND

The City of Riverbank Community Pool is due to be re-plastered. The pool was reopened in 1999 when the new plaster was complete and pool refilled after years of being closed. Plaster normally should be redone after 10 years. The plaster in the pool is now showing some signs that it is time to have this project complete. The Parks Department has taken very good care of our pool, keeping it clean and chemicals balanced so the plaster had lasted 23 years.

There is one company that is recommended and is the only company that does this type of work in our area and that is Burkett's Pool Plastering, Inc. The quote has been received and a contract has been prepared that is attached to this report as **Exhibit A**.

If approved, Burkett's Pool Plastering, Inc. will put us on their list of projects to be complete and it will most likely be scheduled for Spring 2023 prior to the pool opening.

STRATEGIC PLAN

This item is relevant to the City Strategic Plan Mission to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive.

FINANCIAL IMPACT

The cost of the pool plastering project was budgeted in the 2022-2023 fiscal year budget at $171,000.

ATTACHMENTS

1. Draft Resolution 2022-
2. Exhibit A: Contract and Scope of Work

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE BID AWARD FOR THE RIVERBANK COMMUNITY POOL RE-PLASTERING PROJECT

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the Riverbank Community Pool is due for re-plastering; and

WHEREAS, the funding for the Riverbank Pool Re-Plastering Project was approved in the 2022-2023 Fiscal Year Budget in the amount of $171,000; and

WHEREAS, Burkett's Pool Plastering, Inc. is the sole company that has the expertise necessary for this project and has submitted a quote for the project; and

WHEREAS, there is no other company that serves the location of the Riverbank Community Pool that has responded to bid inquiries; and

WHEREAS, it is important that a contract be secured in order to be placed on the company project list for the project to be complete in time for the pool to be open in the summer of 2023; and

NOW, THEREFORE, BE IT RESOLVBED that the City Council of the City of Riverbank hereby approves a sole source bid award to Burkett's Pool Plastering, Inc. for the re-plastering of the Riverbank Community Pool.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Construction Services Agreement

Exhibit A
CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of September, 2022(the "Effective Date"), by and between the City of Riverbank ("City"), a California municipal corporation, and Burkett's Pool Plastering, Inc, Contractor License Number #608182 ("Contractor"). City and Contractor are herein individually referred to as "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. Contractor represents to City that it is a duly qualified and licensed firm experienced in the construction of pool plastering (the "Project").

B. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

C. Contractor has made a proposal to City to provide construction services, a description of which is attached and incorporated hereto as **Exhibit A** (the "Scope of Work"). The Scope of Work include a completion schedule for providing the Services ("Completion Schedule") and a description of the rate and method of payment to Contractor for its performance of the Services under this Agreement ("Compensation Schedule").

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

AGREEMENT

Section 1. Term. This Agreement shall be effective on the Effective Date. Contractor shall not commence the Project until it has been given notice by City (the "Notice to Proceed"). This Agreement shall terminate one (1) year after Contractor completes performance of the Services (the "Term"), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 2. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to the terms and conditions set forth in this Agreement. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* Only the City Manager or his or her designee may authorize extra or changed work. Failure of Contractor to secure a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work. Contractor shall not be entitled to any compensation for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the City Manager or his or her designee.

(c) *Specific Materials.* Whenever the Services require any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Services must be met by the Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified. City Manager or his or her designee shall have the right to reject any and all materials and supplies furnished by Contractor that do not comply with the scope of work or Services.

(d) *Exhibits.* All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement. Exhibits are intended to cooperate so that the Services called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

	Exhibit Designation	Exhibit Title
1.	Exhibit A	Scope of Services
2.	Exhibit B	Standard Insurance Requirements

Section 3. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (60) days of the Notice to Proceed, and shall perform all tasks in accordance with the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 4. Payment.

(a) *Payment.* City shall pay Contractor for the Services rendered under this Agreement [in a lump sum amount of $171,000 upon completion of Services and any subsequent modifications.

(b) *Contractor Invoices.* On or before the last Monday of each month in which Services have been performed, the Contractor shall prepare an invoice for all Services performed since the previous billing, covering the Services completed up to the previous Friday, in accordance with the Completion Schedule. The invoice shall quantify the Services performed based upon the approved breakdown of Services, show approved change orders, total amount of the billing, sum of all previous payments, and the total contact amount. Said invoice shall be submitted to the City's designated project manager ("Project Manager"). After review, the City's Project Manager shall approve the invoice as is, or approve the invoice with changes he or she deems necessary. The City's Project Manager shall complete and approve a City payment request indicating the amount of the approved payment ("Payment Request") and forward it to the City Administrative Services Director. Payment shall be made to Contractor within thirty (30) day of the City's receipt of the invoice.

(c) *Security Retention.* The City shall retain five percent (5%) of the value of the Services and materials so estimated to have been furnished, delivered and used, as security for the fulfillment of the Agreement by the Contractor. City shall pay monthly to the Contractor, while performing the Services, the balance not retained after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Agreement. Estimates of payment shall not be required when, in the judgment of the City's Project Manager, the work is not proceeding in accordance with the provisions of this Agreement or the Completion Schedule. Estimates and payments shall not be construed to be an acceptance of any Services or materials to be used for the Services.

(d) *Final Payment and Claims.* Within thirty (30) calendar days after receipt of notice of the City's Project Manager's acceptance of the Services, the Contractor shall prepare and submit to the City's Project Manager a final invoice covering all Services completed under the Agreement. The final invoice shall include a written statement of all disputed amounts and unresolved claims for additional compensation beyond the total Agreement amount. No claim shall be considered which is not included in the final invoice, nor will any claim be allowed which was not properly noticed under other provisions of this Agreement. Where the final invoice contains no claims or disputed amounts, the City's Project Manager shall process the final payment, less required retention, in accordance with the above.

(e) *Release of Retention.* Within thirty-five (35) calendar days after acceptance of the Services and the filing of a Notice of Completion, the City's Project Manager will make a final estimate, in writing, of the quantities of Services performed under the Agreement, the value of such Services and claims which have been approved, based upon a final Contractor invoice. The City's Project Manager shall complete and approve a "Payment Request" indicating the amount of the approved payment, and the date, or conditions upon which payment is to be made. The date shall be at least thirty-five (35) calendar days, but no more than sixty (60) calendar days after acceptance of the Services and filing of the Notice of Completion, unless Contractor action is required to receive final retention payment. The Payment Request shall be submitted to the Administrative Services Director for approval, with the amount of payment being the amount due, after deducting therefrom all amounts under the Agreement, any known unresolved claims, and one hundred fifty percent (150%) of any disputed amounts for the Services pursuant to Public Contract Code section 7107.

(f) *Final Inspection and Approval.* All prior estimates and payments shall be subject to correction in the final estimate and payment. Payments by the City shall not be construed as an acceptance of the Services completed up to the time of such payments, but the Services shall be subject to the inspection and approval of the City, and subject to whatever inspection and approval may be required by law.

(g) *Inspections.* All work required under this Agreement shall be subject to inspection by City or its duly authorized agents. All Services shall be performed in a manner satisfactory to the City Manager or his or her designee and consistent with all applicable local, state and federal standards then in effect. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the Services are in preparation. Where the Services require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

(h) *Insufficient Services.* If City determines that the Services rendered do not meet the requirements set forth in the Agreement, Contractor shall correct the Services at Contractor's sole expense, and without delay to the Project. City may withhold payment for such Services until it meets the requirements of the Project. Contractor may substitute securities for money withheld by the city pursuant this section, or request that the city place such monies into an escrow account.

Section 5. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 21 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

Section 6. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services and that all of its Services will be performed using generally accepted construction practices and standards, in compliance with all applicable federal, state, and local laws. Contractor represents and warrants that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered. The Contractor shall at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety. All City permits will be issued on a no-fee basis.

(b) *Taxes.* Contractor shall file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and Federal Insurance Contributions Act ("FICA") taxes. Contractor agrees to indemnify, defend, and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings within seven (7) days of such request.

(c) *Warranty.* Contractor warrants that the Services performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within seven (7) days of notice by City that such work is required.

(d) *No Conflict of Interest.* Contractor represents and warrants that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further agrees that in the performance of this Agreement, no person having such interest will be knowingly employed.

(e) If requested to do so by City, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Stanislaus County Clerk disclosing their financial interests.

(f) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, marital status, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers, and the general public.

Section 7. Prevailing Wage.

(a) *Prevailing Wages.* Pursuant to the Labor Code of the State of California and local law, the city has ascertained the general prevailing rate of per diem wages and rates for holidays and overtime work in the locality in which services are to be performed, for each craft, classification or type of laborer, worker or mechanic needed to execute this Agreement. The prevailing wages may be referenced in the Notice to Contractors, and are as determined by the Director of the California Department of Industrial Relations or the U.S. Secretary of Labor. Neither the Notice to Contractors nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City. It shall be mandatory upon the Contractor and upon any subcontractor under it, to pay not less than the said specified rates to all laborers, workers, and mechanics employed in the execution of the Agreement.

(b) *Certified Payrolls.* A hardcopy of the transmittal documents for electronically filed Certified Payrolls, pursuant to Section 1776 of the Labor Code, covering work on the Project for any given progress payment period shall be forwarded to the City's Project Manager within fifteen (15) days of the end of such progress payment period. Full copies of the Certified Payrolls shall be furnished to the City's Project Manager upon specific request.

(c) *Indemnification.* Contractor agrees to indemnify City against all claims related to Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations

Contractor acknowledges and agrees to perform all of the following:

(a) Sign a Workers' Compensation Certificate as required by Labor Code section 1861. The Workers' Compensation Certificate is incorporated by reference herein.

(b) Secure compensation payment to its employees pursuant to Labor Code sections 1860 and 3700. Contractor shall comply with such provisions before commencing performance of the Services.

(c) Pay not less than the general prevailing rate of per diem wages, including for holidays and overtime work, for each craft, classification, or type of worker to workers, laborers, and mechanics employed by Contractor or subcontractor doing or contracting any part of the work. The appropriate determination of the Director of California Department of Industrial Relations shall be filed with, and available for inspection, at the City's offices. Contractor shall post, at each job site, a copy of the general prevailing rate of per diem wages.

(d) Comply with Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, and 1815, which are attached and incorporated hereto as **Exhibit B** (the "Statutory Disclosures"). [This section, and Exhibit B, can be omitted if the contract documents reference these provisions]

Contractor further agrees to indemnify City against all claims related to Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations.

Section 8. Conformity with Law and Safety.

(a) Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor shall be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

(b) If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City Manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of any subcontractors involved; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

(c) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

i. Material that Contractor believes may be material that is hazardous waste, as defined by Health and Safety Code section 25117, which may be required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

ii. Subsurface or latent physical conditions at the Project differing from those indicated by information about the Project made available to Contractor prior to the Effective Date.

iii. Unknown physical conditions at the Project of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

Section 9. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds for City to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosions, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the time of completion shall be extended for such reasonable time as determined by the City. Extensions in time must be requested by the Contractor within ten (10) calendar days of the excusable delay in order to receive consideration.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 12. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor in the performance of and prior to termination of this Agreement by City or upon completion of the Services pursuant to this Agreement ("Work Product").

Section 13. Bonds. [*This section can be omitted per City discretion, based on the complexity of the project*]

The Contractor shall furnish a surety bond in the amount at least equal to one hundred percent (100%) of the Agreement as security for the faithful performance of the Agreement. The Contractor shall also furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the Agreement price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the Services, or for performing any work or labor thereon of any kind, for the payment of amounts due under the Unemployment Insurance Code with respect to Services in connection with this Agreement, and for the payment of a reasonable attorney's fee to be fixed by the court in the event a suit is brought upon the bond. Contractor shall also provide a bond totaling the estimated amount for the inspection and warranty of the Services totaling twenty five percent (25%) of the estimated costs of the Services. All bonds shall be in accordance with the laws of the State of California. If signed by an "Attorney-in-Fact" on behalf of the bonding company, there must be attached to the bond the usual form of "Power of Attorney" evidencing and certifying the authority of such "attorney-in-fact" to so sign. Performance and Payment Bonds shall be dated as of the same date of the Agreement and shall be furnished by the Contractor at the time the Agreement is executed.

Section 14. Insurance Coverage. During the Term, Contractor shall maintain in full force and effect policies of insurance as set forth in Attachment B, Standard Insurance Requirements

Section 15. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8) Contractor shall defend, indemnify, hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (collectively, "City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to the negligent acts or omissions or any intentional actions of Contractor, or of any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused by the active negligence or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against Contractor, Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This section shall survive the expiration of the Term.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this section. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 16. Termination.

(a) If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the

"Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreements is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of this Agreement by Contractor. Upon termination, Contractor shall deliver copies of all Work Product to City. If City terminates this Agreement before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Agreement, the City may serve written notice upon it and its surety of its intention to terminate the Agreement. Such notice shall contain the reasons for the City's intention to terminate the Agreement, and unless such violations shall cease within ten (10) calendar days after serving of such notice, the Agreement shall cease and terminate upon the expiration of said ten (10) calendar days. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided however, that, if the surety does not give the City written notice of its intention to take over and perform the Agreement or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, the City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be jointly liable to the City for any excess cost occasioned the City thereby, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

Section 17. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, 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.

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

If to City:	City of Riverbank Attn: City Manager 6707 Third Street Riverbank, CA 95367
With courtesy copies to:	White Brenner LLP Attn: Thomas P. Hallinan, City Attorney 1414 K Street, 3rd Floor Sacramento, CA 95814
If to Contractor:	Burkett's Pool Plastering, Inc. Attn: Scott Thompson 600 North Frontage Rd. Ripon, 95366

Section 19. Independent Contractor. In performing the Services, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall not be considered an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor.

Section 20. Liquidated Damages. Time shall be of the essence of this Agreement. If the Contractor fails to complete the Services in accordance with the Completion Schedule, Contractor shall become liable to the City for liquidated damages in the sum of $500.00 for each day the Services remain uncompleted beyond such time for completed or lawful extension thereof, which sum shall be presumed to be in the amount of damage thereby sustained by City, since it would be impracticable or extremely difficult to fix the actual damages. The amount of liquidated damages may be deducted by City from monies due the Contractor hereunder, its assigns and successors at the time of completion, and its sureties shall be liable to the City for any excess.

Section 21. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 5 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 21.

Section 22. General Provisions.

(a) *Recitals*. The recitals set forth above (the "Recitals") are true and correct, and are incorporated by reference herein. Sections 1 through 22 shall prevail in any inconsistencies between the Recitals and Sections 1 through 22 of this Agreement.

(b) *Waiver*. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority*. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities*. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) *Venue*. Venue for any legal proceedings related to this Agreement shall be in the Superior Court of California, in and for the County of Stanislaus.

(g) *Severability*. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts.* This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(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 Contractor's charges to City under this Agreement.

(j) *Entire Agreement; Integration.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(l) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(m) *Attorney's Fees and Costs.* If any action at law or in equity not resolved pursuant to Sections 5 or 21 of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

(o) *Time is of the essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

(p) *Computation of Time.* Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and exclude any state and federal legal holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in this Agreement falls upon a Saturday, Sunday, or state or federal legal holiday, then the time of such period shall be extended to the next day that is not a Saturday, Sunday, or state or federal legal holiday.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Contractor as of the above-referenced Effective Date.

Burkett's Pool Plastering, Inc,

By:___________________________

Print Name: Scott Thomson

Title:__________________________

Date:__________________________

Federal Tax ID or Social Security No:

____

DIR Registration Number

#1000005928

Attach Contractor's Seal Here:

CITY OF RIVERBANK, a California municipal corporation

By:___________________________

________________, City Manager

Date:__________________________

APPROVED AS TO FORM:

____

Thomas P. Hallinan, City Attorney

Exhibit A: Scope of Services

Exhibit A

BURKETT'S
POOL PLASTERING INC.

July 15, 2022

To: City of Riverbank

From: Scott Thompson
Burkett's Pool Plastering

RE: Community Pool Resurfacing

Scope of work:

Permit from County Environmental Health Department.

Drain pool to approved cleanout and drill relief holes.

Strip existing plaster back to original gunite shell and haul away debris.
New plastic wall steps at deep end grab rails to be installed at plaster.

Reconfigure existing entry steps at pool shallow end entry steps to meet current code.
Existing top step tread does not extend out the required 14"-18" per code.
The remaining steps will be reconfigured per code.

Install commercial nonskid trim tile at shallow end entry steps. Color t.b.d.
Top entry step to be all tile 1x1 white to match existing.

Install new commercial nonskid tile at belly band/ break line per code. Color t.b.d.

Install new commercial nonskid tile at racing lanes and targets. New tile to match existing
Lane and target configuration and size.

Saw cut concrete decking, supply and install new commercial nonskid deck markers.
New markers to be mosaic style to match existing.

Saw cut concrete decking, supply and install new commercial NO DIVE deck markers.
New markers to be mosaic style to match existing.

Supply and install new commercial 3 bend entry rail at pool shallow end entry steps.
Existing rails are not to code. (2) Two total.

Plaster pool with (2) two coats of premium white plaster.
New VGB compliant drain covers installed at time of plaster per code.
AB1020 paperwork submitted at completion per code.

Complimentary one time chemical and equipment start up at completion.
Continued brushing and chemical maintenance required prior to final inspection by others.

Total for pool re surfacing: **$171,500**

All work is bid at prevailing wage rate. No additional PLA's or any other labor agreements Included in pricing or proposal.

Alternate Options:

Upgrade standard white ***pool*** plaster interior finish to premium white Altima quartz finish. $12,300
Wet Edge premium Altima quartz finish comes with a **3 year warranty** from the manufacturer.
Standard pool plaster is warranted for 3 years. *Pricing is in addition to standard white plaster.*

Access

Access to swimming pool common area is required with parking at nearest available location
To be provided and secured by onsite prior to execution of any proposed scope of work.
Burkett's crews need direct access to pool common area along with parking within the
Nearest parking area to perform and complete the above proposed scope of work.
All access and parking to be provided and secured by the property.

Utilities:

Adequate power and water provided at or near pool common area by property owners.

Leaks and Leak Detection:

Older pools, specifically pools/spa plumbed with copper, often have small nearly undetectable leaks. The act of draining, leaving a pool empty for some time and then refilling will often cause minor shifts in surrounding soils and the pool structure itself causing these minor leaks to grow. Burkett's recommends that a leak detection be performed during the permit process while the pool/spa is still full of water and fully functional to pre determine if any leaks are present. This will help eliminate the need for unforeseen repairs during the renovation process as well as additional repairs after completion of the pool/spa resurfacing. The most common cause for delay during the renovation process is the need to make unforeseen repairs. If needed, a leak detection agency may be provided as part of the "scope of work" or can be handled by the property independently.

Please note: This proposal and or contract does not include any changes, additions or additional permit fees added or required by the Building and or Environmental Health Departments.

If you have any questions, please feel free to call me at **209-495-9634.**
Scott@burkettspoolplastering.com

Respectfully,

Scott Thompson.
License #608182

Exhibit B – Standard Insurance Requirements

Exhibit B

Insurance Requirements

I. Commercial General Liability

a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

c. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

II. Business Automobile Liability

a. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

III. Workers' Compensation and Employers' Liability

a. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

Verification of coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Edition: April 2021

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date:	September 13, 2022
Subject/ Title:	Reject Bids for the Oakdale Road Improvements Project and Authorize staff to re-bid the project Minus the Joint Trench Work.
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION

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

1. Reject the bids received on August 16, 2022 for the Oakdale Road Improvements Project; and

2. Authorize staff to re-bid the project minus the joint trench work.

SUMMARY

A bid opening was held on Tuesday, August 16, 2022 to consider the bids for the Oakdale Road Improvements Project. The following bids were received:

Dirt Dynasty, Inc.	$2,174,000.00
George Reed, Inc.	$2,225,071.34
United Pavement Maintenance, Inc.	$2,349,003.78

Staff has reviewed the bids, and is recommending the bids be rejected due to the proposed costs and the fact that the bids were unbalanced. The City has met with FCB Homes and they have agreed to procur bids for the joint trench work for the project. Once the joint trench work is completed, the City will go back out to bid for the project widening, paving and landscaping.

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for installation of curb and gutter, aggregate base, asphalt pavement, sidewalks, landscaping, joint trench, signal devices, and irrigation, traffic control and all other work included on the plans for the above-mentioned project.

FINANCIAL IMPACT

None.

ATTACHMENTS:

1. Site Plan

ATTACHMENT 1

DIGALERT
1-800-227-2600
CALL 2 FULL WORKING DAYS IN ADVANCE

REVISIONS			
REV #	DESCRIPTION	DATE	APPROVED

Giuliani & Kull, Inc.
Engineers ● Planners ● Surveyors
440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn ● San Jose ● Oakdale

REGISTERED PROFESSIONAL ENGINEER
No. C86630
EXP. 3/31/2023
CIVIL
STATE OF CALIFORNIA

SITE PLAN
OAKDALE ROAD IMPROVEMENTS

CITY OF RIVERBANK
STANISLAUS COUNTY, CALIFORNIA

SCALE	1"=30'
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	NWP
DATE	3/7/22

SHEET
EX-1
OF 1
JOB NO.
21114

\\FILESERVER\Server Drive\PROJECTS\2021\21114\Dwgs\Other\EX-1 SITE PLAN.dwg 3/8/2022 12:10pm

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.6

SECTION 9: CONSENT

Meeting Date:	**September 13, 2022**
Subject:	**Resolution** to Approve the Employment Agreement between the City of Riverbank and Michael Riddell as Public Works Director/Interim Riverbank Local Redevelopment Authority Director and Authorize the City Manager to Execute the Agreement
From:	**Marisela H. Garcia, City Manager**

RECOMMENDATION

It is recommended that the City Council consider a Resolution approving the Employment Agreement between the City and Michael Riddell, Public Works Director/Interim Riverbank Local Redevelopment Authority Director.

SUMMARY

On February 27, 2022 the existing contract between the City and Michael Riddell, Public Works Director/Interim LRA Director expired. Mr. Riddell has submitted his official notification to the City of his retirement date of December 16, 2022. This agreement will ensure that an active agreement is in place for Mr. Riddell for the term from February 28, 2022 through December 16, 2022.

BACKGROUND

Michael Riddell has been employed with the City of Riverbank since December of 2011. Prior to his employment with the City of Riverbank Mr. Riddell was employed by the City of Ceres for 27 years as both as Supervisor and the Public Works Superintendent. In addition, Mr. Riddell holds numerous technical licenses including Water Treatment Grade 1, Distribution Grade 1, Wastewater Grade 3 and Collections Grade 3. In February of 2018, Mr. Riddell was promoted to the position of Public Works Director.

In October 2019, the City Council approved a modification to Mr. Riddell's Employment Agreement to add the interim assignment of Riverbank Local Redevelopment Authority Director in order to oversee the ongoing stewardship of the former Army Ammunition Plant and to assist the LRA in the eventual transition of ownership from the Army to the

City and subsequently to the Master Developer. This contract expired on February 27, 2022.

TERMS

Mr. Riddell's proposed contract will continue the terms from the 2019 Agreement with the following modifications:

1. Effective Date: Date of Execution by both parties – December 16, 2022

2. Salary: Employee to be eligible for a 2.5% Merit Increase effective the first full pay period after February 27, 2022.

3. Updated language to Section 3.2 *No Secondary Employment* to comply with new labor laws

4. Updated language to Section 6.4 *Termination for Good Cause* to comply with new labor laws

STRATEGIC PLAN

This item is directly related to the strategic goals of attract, develop, and retain quality staff.

FINANCIAL IMPACT

The attached employment agreement represents a 2.5% salary increase to the Public Works Director base salary. Total fiscal impact of this increase: $3,600

ATTACHMENTS

1. Draft Resolution 2022-
2. Employment Agreement – Michael Riddell, Public Works Director/Interim RLRA Director

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA APPROVING AN EMPLOYMENT AGREEMENT WITH MICHAEL RIDDELL AS PUBLIC WORKS DIRECTOR AND INTERIM LOCAL REDEVELOPMENT AUTHORITY DIRECTOR AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Riverbank currently has an employment agreement with Michael Riddell as Public Works Director/Interim Riverbank Local Redevelopment Authority Director**;** and

WHEREAS, the previous agreement expired as of February 27, 2022**;** and

WHEREAS, Mr. Riddell has submitted his Letter of Intent to Retire as of December 16, 2022**;** and

WHEREAS, the attached agreement extends the employment contract for the Public Works Director position to cover the period between February 28, 2022 and December 16, 2022**;** and

WHEREAS, the City and Michael Riddell now wish to enter into an Employment Agreement (the "Agreement"), which is attached hereto as Exhibit A**.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve the Agreement between Michael Riddell and the City for employment as Public Works Director / Interim LRA Director, and authorizes the City Manager to execute the Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**

_______________________________ _______________________________

Gabriela Hernandez **Richard D. O'Brien**
City Clerk **Mayor**

Attachment(s): ***Exhibit A – Employment Agreement***

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ___ day of September 2022, by and between the City of Riverbank, a municipal corporation ("City"), and Michael Riddell, an individual ("Employee"). The City and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

A. Employee began employment with the City on December 12, 2011 ("Anniversary Date").

B. On October 23, 2019, City and Employee executed an Employment Agreement ("2019 Agreement") setting forth the terms and conditions of Employee's employment in the position of Director of Public Works/Interim RLA Director. Pursuant to Section 3.5, the Agreement was set to expire on February 27, 2022, unless the City Manager notified Employee in writing of the City's intent to extend the term of the Agreement three months prior to its expiration.

   The Parties neglected to enter into a written extension of the 2019 Agreement prior to its expiration.; however, Employee has continued to work under the terms and conditions of the 2019 Agreement.

C. The City Manager is authorized to appoint City staff pursuant to the City Code of Riverbank ("City Code") section 31.03(H)(12).

D. Employee's expected date of retirement is December 16, 2022. The Parties desire that Employee continues his employment with the City as Director of Public Works/Interim RLRA Director through December 16, 2022 under terms and conditions substantially the same as those set forth in the 2019 Agreement.

E. The Director of Public Works plans, manages, oversees and directs the operations and services the Public Works Department, which includes the Streets, Storm Drain, Sewer, Water, Wastewater, and Motor Pool Divisions; coordinates activities with other City officials, departments, outside agencies, contractors, organizations, and the public; provides responsible and complex staff support to the City Council, City Manager, and Assistant City Manager; performs other related duties as assigned.

F. The Interim RLRA Director plans, organizes, coordinates, and performs management level economic development and redevelopment activities associated with the conveyance and reuse of the Riverbank Army Ammunition Plant to include capital improvements and leasing of industrial and commercial space, commercial business attraction and retention public improvement projects; performs complex work in coordinating economic development financing and strategic programs associated with reuse and redevelopment of

Base Closure and Realignment ("BRAC") projects; staff to Local Redevelopment Authority members; performs other related duties as required.

G. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director of Public Works/Interim RLRA Director and replace any previous employment relationships and benefits previously conferred on Employee.

H. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") section 53260 *et seq*.

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

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the City and Employee ("Effective Date").

Section 3. Appointment of Director of Public Works/Interim RLRA Director, Duties, and Term.

Section 3.1. Appointment of Director of Public Works/Interim RLRA Director. Employee shall serve as the Director of Public Works/Interim RLRA Director of the City, and shall be vested with the powers, duties, and responsibilities set forth in City Code, California law, ordinances, and resolutions, and such other duties and functions as the City Manager may from time-to-time assign.

Section 3.2. No Secondary Employment. Employee further agrees that Employee shall devote Employee's productive time, abilities, and attention as necessary to the full accomplishment of his duties and the City's business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Manager in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Manager to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Should the City Manager make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, , Employee has the right to volunteer for such nonprofit organizations as he may see fit and further provided that such volunteer services shall not interfere with his duties as Director of Public Works/Interim RLRA Director.

Section 3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 7:30 a.m. to 5:30 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq*.). Employee shall not receive overtime or extra compensation for hours worked outside of the City's general business hours, which are necessary to fulfill the duties of the Director of Public Works/Interim RLRA Director position, unless otherwise provided in this Agreement.

Section 3.4. Schedule. The Director of Public Works/Interim RLRA Director daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director of Public Works/Interim RLRA Director position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Manager recognize that the Director of Public Works/Interim RLRA Director must devote a great deal of his time outside normal office hours to business of the City and, to that end, will be allowed to take Executive Leave, as defined in Section 5.11 of this Agreement, as he shall deem appropriate during said normal office hours.

Section 3.5. Term. The term of this Agreement shall commence on the Effective Date and shall expire on December 16, 2022. ("<u>Term</u>"). . Termination of this Agreement prior to the expiration of the Term shall be in accordance with Section 6 below.

Section 4. <u>At-Will Employment</u>. Employee is an at-will employee serving at the pleasure of the City Council and City Manager, as provided in Government Code section 36506 and City Code section 31.01. Accordingly, the City Manager may terminate Employee's employment at any time, with or without cause. Only if Employee is terminated by the City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

Section 5. <u>Compensation and Evaluations</u>.

Section 5.1. Base Salary. City agrees to pay Employee an annual salary of One Hundred Twenty-eight Thousand Six Hundred Sixty-Seven Dollars ($128,667.00) ("<u>Base Salary</u>"),. Employee's Base Salary will be payable in installments at the same time the other City employees are paid. If Employee receives a satisfactory performance evaluation, Employee may receive a merit increase up to 2.5% annually at the City Manager's discretion. Employee to receive a 2.5% merit increase effective the first full pay period after February 27, 2022.

Employee shall receive an additional 7% increase to his Base Salary in order to compensate him for his out of class work as Interim RLRA Director beginning on September 13, 2019. Once the duties of Interim RLRA Director ceases, Employee shall no longer receive the additional 7% increase to his Base Salary. This change will be effective the first full pay period after his duties of Interim RLRA Director ceases.

Section 5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 5.3. Review and Evaluation. The City Manager agrees to review and evaluate Employee's performance of his duties as Director of Public Works/Interim RLRA Director, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted in November of each year, or at the City Manager's discretion.

Section 5.4. Healthcare Benefits. Employee shall receive the same healthcare benefits as provided to LiUNA, in section 7.01 of their Memorandum of Understanding, during the Term of this Agreement.

Section 5.5. Life Insurance. City will provide Employee with life insurance in the amount of Fifty Thousand Dollars ($50,000).

Section 5.6. Deferred Compensation. City shall establish and maintain a deferred compensation plan and match Employee's contribution to the deferred compensation plan in an amount not to exceed One Hundred Dollars ($100.00) each pay period. City will also contribute One Hundred Ten Dollars and Sixteen Cents ($110.16) each month to the Union Pension Retirement Fund. Employee shall receive any adjustment to this program granted to all other City Department Heads.

Section 5.7. Retirement. City shall pay the employer cost of participation in the California Public Employees Retirement System ("CalPERS"). Employee will be enrolled in the CalPERS 2% @ 60 Classic plan. Employee shall pay the seven percent (7%) employee contribution.

Section 5.8. Vacation. Employee shall be entitled to twenty (20) days of vacation annually (or 160 hours). Employee may not accumulate more than four hundred hours (400) of vacation leave.

Section 5.9. Sick Leave. Employee shall earn sick leave at the rate of one (1) working day for each month of service.

Section 5.10. Holidays. Employee shall be entitled to observe, with pay, the thirteen (12) observed holidays as outlined in the City's Personnel Rules.

Section 5.11. Executive Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business. To that end, Employee shall receive 10 days (eighty (80) hours) of executive leave ("Executive Leave") at the beginning of each fiscal year, which may be cashed out if not used. Any unused Executive Leave expires on June 30 of each fiscal year.

Section 5.12. City Vehicle. Employee may have the use of a City vehicle for travel on all City-related business. This includes use of the City vehicle for travel by Employee to and from work.

Section 5.13. Professional and Educational Development. City agrees to budget for reasonable costs of travel and business expenses for Employee to attend professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including, but not limited to, annual conferences of the League of California Cities, and such other regional and local government groups and committees thereof on which Employee serves as a member, provided such travel and business expenses are included within the annual budget. City agrees to pay Employee's annual membership dues to professional organizations that benefit the Employee and the City as designated and approved in the final budget.

Section 5.14. Longevity Benefits. Due to Employee's tenure with the City, he will receive a longevity benefit of two and a half percent (2.5%) of his Base Salary after ten (10) years of service, which will increase to five percent (5%) of his Base Salary after thirteen (13) years of service, paid bi-weekly with his Base Salary.

Section 6. <u>Termination of Employment and Severance</u>.

Section 6.1 Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the City shall pay to Employee all salary and benefit amounts, both accrued and owing, under this Agreement. However, in the event of voluntary resignation, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by City Manager. The City Manager may terminate this Agreement and remove Employee from his position as Director of Public Works/Interim RLRA Director at any time with or without cause and with or without notice. Within ten (10) days of City Manager's termination of this Agreement, Employee may make a written request for a hearing before the City Council, at which time the City Council will have the option to uphold the City Manager's termination decision. In the event Employee does not request a hearing before the City Council within ten (10) days, the City Manager's termination decision will stand. If Employee does make a request for a hearing within ten (10) days, the hearing shall take place in closed session at a regularly scheduled City Council meeting. Upon Employee's request for the hearing to take place in open session, he will waive any claims to privacy associated with his rights to employment information that is the basis for his termination, including, but not limited to, his personnel file and any information contained therein, which would otherwise be private.

Section 6.3. Termination Without Good Cause. In the event the City terminates this Agreement without Good Cause, as defined in Section 6.4 below, the City shall pay Employee a sum equal to four (4) months Base Salary ("Severance"). This Severance is subject to the restrictions of Government Code section 53260, including, without limitation, the maximum amount of Severance pay that Employee may receive shall be the lesser of (i) four (4) months base salary or (ii) if the unexpired term of the contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Employee multiplied by eighteen (18). Any cash settlement related to the termination of this Agreement received by Employee from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with the City, pursuant to Government Code section 53243.2. In the event the City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 6.4. Termination For Good Cause. The City may at any time immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Non-performance of duties;
7. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated;

8. Repeated and protracted unexcused absences from the Director of Public Works/Interim RLRA Directors' office and duties;

9. Willful destruction or misuse of City property;

10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;

11. Willful violation of federal, state or City discrimination laws;

12. Continued substance abuse which adversely affects performance of Employee's duties as the Director of Public Works/Interim RLRA Director;

13. Refusal to take or subscribe any oath or affirmation which is required by law; or

14. . Employee's disability resulting in Employee's inability to perform the essential functions of the job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations; or

15.

Notwithstanding any provision in this Agreement to the contrary, the City Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Public Works and/or Interim RLRA Director in accordance with California's Tort Claims Act (Government Code section 825 *et seq*.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. The City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. **Notices.** Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Riverbank Attn: City Clerk 6707 Third Street Riverbank, CA 95367
and	White Brenner, LLP Attn: Thomas P. Hallinan 1414 K Street, 3rd Floor Sacramento, CA 95814
If to Employee:	City of Riverbank Attn: Michael Riddell 6707 Third Street Riverbank, CA 95367 w/cc: home address on file

Section 10. **General Provisions.**

10.1. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

10.2. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

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

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

10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

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

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

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

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

By:________________________________
Marisela H. Garcia, City Manager

Date Signed:__________________________

By:________________________________
Gabriela Hernandez, City Clerk

Date Signed:__________________________

Approved as to Form and Content:

By:________________________________
Thomas P. Hallinan, City Attorney

EMPLOYEE:

By:
____
Michael Riddell, an individual

Date Signed: ________________________

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date:	September 13, 2022
Subject/ Title:	**Resolution** Adopting a Residential Water Shut-Off Policy under SB 998 and **Introduction and Introduction and First Reading** of an Ordinance Amending Section 50.10, Method of Collection of Rates by City; Section 50.11, Payment; Section 51.02, Sanitary Sewer Permit; Billing Procedures; Section 51.03, Rates and Charges; Section 52.64, Payment of Bills; Section 52.65, Deposits; and Section 52.66, Disconnection for Late Payment, of the Riverbank Municipal Code to Update Utility Billing Practices
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Assistant Finance Director Douglas L. White, Assistant City Attorney

RECOMMENDATION

It is recommended that the City Council receive a presentation from staff, take public comment, and consider adopting a Resolution establishing a Residential Shut-Off Policy for Water Service to comply with the requirements under Senate Bill 998 ("SB 998").

Introduction and first reading of the Ordinance amending Section 50.10, Method of Collection of Rates by City; Section 50.11, Payment; Section 51.02, Sanitary Sewer Permit; Billing Procedures; Section 51.03, Rates and Charges; Section 52.64, Payment of Bills; Section 52.65, Deposits; and Section 52.66, Disconnection for Late Payment, of the Riverbank Municipal Code ("RMC").

BACKGROUND / SUMMARY

In 2018, the California Legislature ("Legislature") enacted SB 998, "Discontinuation of Residential Water Service: Urban and Community Water Systems." SB 998 requires that public water service providers adopt a policy that provides protection to residential water service customers from termination of water service for nonpayment of water bills.

The California Health and Safety Code requires water service providers to follow certain procedures before discontinuing water service to residential customers for nonpayment.

In passing SB 998, the Legislature found that water rates had been increasing and that many residents were losing water service due to their inability to pay. SB 998's goal is to give delinquent residential users more time and options before losing water service for nonpayment of a water bill.

Water service providers must adopt or update discontinuance policies for delinquent residential customers in accordance with SB 998. Updated policies must incorporate notice procedures, deferred or reduced payment plans, and an appeal process as detailed in SB 998. Written notices must be made available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any language spoken by at least 10 percent of people within the service area.

SB 998 also contains specific protections for customers who qualify as low-income. First, SB 998 limits reconnection fees and interest charges for discontinued or delinquent customers. Second, there is a scenario where SB 998 prohibits discontinuing water service altogether. SB 998 prohibits discontinuing service where the customer is unable to pay, where there would be a serious health or safety threat to the customer from suspending water service, and where the customer agrees to an amortization agreement.

In reviewing the City's billing procedures to comply with SB 998, City staff also noted that several provisions of the RMC no longer accurately reflect the City's billing practices with regard to water, wastewater, and solid waste services. Some of the provisions that need to be updated have not been revised since the 1970s. With the advancement in technology and changes to state law, updates are necessary to ensure that the RMC is in compliance with all legal requirements.

DISCUSSION

The following sections in Chapter 52 ("Water"), Title V ("Public Works") of the RMC have been amended to comply with SB 998: Section 52.64: Payment of Bills and Section 52.66: Disconnection for Late Payment. Section 52.64 has been amended to provide that discontinuation of water service will only occur after a bill has been delinquent for sixty (60) days as required under SB 998 and the proposed Residential Water Shut Off Policy ("Policy"). The amendments to Section 52.66 propose that the City may elect to provide for the deferment or waiver of payment for a water bill. This change is also necessary to comply with the requirements of SB 998 and the proposed Policy.

The proposed Policy establishes the City's approach to termination of residential water service for nonpayment and contains all of the required elements for the Policy required under SB 998. The Policy addresses a plan for deferred or reduced payment of residential water bills, alternative payment schedules, a process for a customer to contest or appeal a bill, a telephone number for a customer to contact to discuss payment options to avoid discontinuation of service, and the City's approach to notice of termination of residential water service following a sixty (60) day period of delinquency. Once adopted, the Policy will also be available on the City's website as required under SB 998.

The additional provisions of the RMC that the Ordinance proposes to amend are also within Title 5, Public Works of the RMC: Section 50.10: Method of Collection of Rates by City, Section 50.11: Payment, Section 51.02: Sanitary Sewer Permit, and Section 51.03: Rates and Charges. The revisions to Section 50.10 make clear that the rates for the City's solid waste service are set by resolution rather than including outdated rate information within the RMC. Section 50.11 no longer reflects the requirements for payment of solid waste service rates. Instead, Section 50.11 has been revised to reflect the City's deposit requirement for solid waste services. Section 51.02, subdivision (F) has been updated to reflect the City's current late penalty of a ten percent (10%) penalty where a sewer service bill is not paid by the close of business of the thirty-fifth (35th) day after the bill was issued. Finally, Section 51.03 has been updated to reflect the City's deposit requirement for providing sewer services and allows for the adoption of sewer rates in the future by resolution. The shift to adopting sewer rates by resolution conforms the process for adopting all of the City's rates related to water, sanitary sewer, and solid waste services to resolution rather than restricting only sanitary sewer rates to adoption by ordinance.

As indicated in the ordnance changes is the addition of a deposit requirement for both the sewer and solid waste services. Deposits are collected to ensure payment of a final bill when a service is stopped. The City currently only collects a $60 deposit for water services, which is sufficient to cover a residential bi-monthly bill. The sewer deposit is proposed at $100, sufficient to cover a residential bi-monthly bill. We have proposed the sold-waste deposit at $40 which is slightly below a bi-monthly bill. We have also proposed the ability for a customer to have their deposit waived by providing a letter of credit from another utility provider. Below is a table summarizing the changes in the deposits:

Service	Current Deposit	Proposed Deposit
Water	$ 60.00	$ 60.00
Sewer	$ 0.00	$100.00
Garbage	$ 0.00	$ 40.00

PUBLIC NOTICE

The City Council hearing notice was published in the Riverbank News on August 24th, 2022, and August 31st, 2022.

ALTERNATIVES

The City Council may choose to do any of the following:

1) Adopt the Resolution establishing the Policy and introduce for the first reading of the Ordinance amending Section 50.10, Method of Collection of Rates by City, Section 50.11, Payment, Section 51.02, Sanitary Sewer Permit; Billing Procedures, Section 51.03, Rates, and Charges, Section 52.64, Payment of Bills, Section 52.65, Deposits, and Section 52.66, Disconnection for Late Payment, of the RMC;

2) Modify the Ordinance or Resolution or give direction to City staff for further consideration;

3) Reject the Resolution and Ordinance.

ENVIRONMENTAL DETERMINATION

Adoption of the Resolution and introduction and first reading of the Ordinance is not a project subject to environmental review under CEQA because the Policy does not result in any direct or indirect change to the environment.

FINANCIAL IMPACT

Adoption of the Policy and introduction and first reading of the Ordinance does not have a financial impact on the City other than City staff time. Implementation of the Policy may have an impact on the City's water fund where water bills remain unpaid.

ATTACHMENTS

1. Resolution No. 2022-XXX establishes a Residential Shut-Off Policy for Water Service to comply with the requirements under Senate Bill 998 ("SB 998").
2. Residential Water Shut-Off Policy.
3. Ordinance No. 2022-XXX amending Section 50.10, Method of Collection of Rates by City; Section 50.11, Payment; Section 51.02, Sanitary Sewer Permit; Billing Procedures; Section 51.03, Rates and Charges; Section 52.64, Payment of Bills, Section 52.65, Deposits; and Section 52.66, Disconnection for Late Payment, of the Riverbank Municipal Code

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ADOPTING A RESIDENTIAL WATER SHUT-OFF POLICY

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT: **WHEREAS,** The City of Riverbank ("City") owns and operates a water system that provides customers with a safe domestic water supply; and

WHEREAS, the California Legislature passed, and the Governor signed into law, Senate Bill No. 998 ("SB 998"), that added and expanded procedural safeguards for terminating water service to residential customers who are delinquent in payment of water charges; and

WHEREAS, the City is adopting a Residential Water Shut-Off Policy that establishes procedural safeguards for terminating water service where a residential customer has a delinquent water bill.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank adopts the Residential Water Shut-Off Policy attached hereto as Exhibit A and incorporated by this reference.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**

_____________________________ _____________________________

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Policy on Discontinuation of Residential Water Service

{CW084423.4}

ATTACHMENT 2

POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE

Adopted by Resolution No. 2022- XXX of the City Council of the City of Riverbank on September 13, 2022

1. **Application of Policy.** This Policy on Discontinuation of Residential Water Service (this "Policy") shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the City's Customer Service staff can be reached at (209) 863-7109. Customers may also visit the City's Customer Service desk in person Monday through Thursday, from 7:30 a.m. to 5:30 p.m., except on City holidays.

3. **Billing Procedures.** Water service charges are payable to the City once every two months or at such other frequency as determined by the City Council from time to time.

3.1 All bills for water service are due and payable upon receipt and shall be considered delinquent if not paid seven (7) days after mailing or e-mailing by the City. Any bills not paid within such period are considered delinquent.

3.2 Any bill which is not paid by close of business thirty-fifth (35) calendar day after the bill is issued shall be subject to a ten percent (10%) penalty.

3.3 At the request of the customer, the City will waive the late fee once every 24 months if there are extenuating circumstances and the customer has not been assess a late fee for delinquent payment in the preceding 12 months.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the City may discontinue water service to the service address and will be charged the $50.00 Reconnection Fee, to be paid in cash.

4.1 <u>Written Notice to Customer</u>. The City will provide a mailed notice to the customer of record at least ten (10) business days before discontinuation of water service. The notice will contain:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;

(e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, alternative payment schedule, or payment reduction;

(f) the procedure for the customer to obtain information on financial assistance, if applicable; and

(g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.2 Written Notice to Occupants or Tenants.

(a) The City will also send a notice to the occupants living at the service address at least ten (10) business days before discontinuation of water service under the following circumstances: (1) the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator is the customer of record; or (2) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(b) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

4.3 Posting of Notice at Service Address. If the City receives the written notice returned through the mail as undeliverable and is unable to make contact with the customer or an adult occupying the residence by telephone, the City will make a good faith effort to visit the residence and leave a notice of imminent discontinuation of residential service in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice will include:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) the procedure for the customer to obtain information on financial assistance, if applicable; and

(e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.4 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

(a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;

(b) During the pendency of an appeal to the City Council under Section 5.3 below; or

(c) During the period of time in which a customer's payment is subject to a City-approved extension, amortization, alternative payment schedule, or reduction under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

(d) As provided in the Riverbank Municipal Code section 52.66

4.5 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

(a) The City will not discontinue water service if all of the following conditions are met:

(i) The customer, or a tenant of the customer, submits to the City the **certification of a licensed primary care provider** that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

(ii) The customer demonstrates that he or she is **financially unable to pay for residential service within the City's normal billing cycle**. The customer is deemed financially unable to pay during the normal billing cycle if: **(a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and**

(iii) **The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, alternative payment schedule, or payment reduction with respect to the delinquent charges.**

(b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the

City in its discretion: (1) an extension of the payment period; (2) **an alternative payment schedule or amortization of the unpaid balance**. The City Manager or designee will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs.

(c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, which must be provided to the City **at least 48 hours prior to the disconnection date**, the City will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a). The City reserves the right to extend the customer documentation submission period at the City's discretion.

(d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amortized amount due under the amortization schedule or (c) to pay his or her current charges for water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

4.6 Time of Discontinuation of Service. The City will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the City's office is not open to the public.

4.7 Restoration of Service. The City provide customers whose water service has been discontinued information on how to restore residential service. Such information shall indicate that the customer may contact the City by telephone or in person regarding restoration service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

5. Procedures to Contest or Appeal a Bill.

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within ten (10) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer ten (10) days after mailing and immediately upon e-mailing.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by a manager of the City, who shall provide a written determination to the customer.

The review will include consideration of whether the customer may receive an extension, amortization, alternative payment schedule, or payment reduction under Section 6. The City may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

5.3 Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at an upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the City Council shall be final.

6. **Extensions and Other Alternative Payment Arrangements.**

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within seven (7) days after mailing of a written notice of discontinuation of service by the City, the request will be reviewed by a manager of the City. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

6.2 Extension. If approved by the City, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The City Manager or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Alternative Payment Schedule or Amortization. If approved by the City, a customer's payment of his or her unpaid balance may be amortized over a period not to exceed twelve (12) months, as determined by the City Manager or designee, in his or her discretion. If approved, an alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the period of the alternative payment schedule or amortization, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment or amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; (2) pay an amount due under an alternative payment schedule or amortization schedule, then the City may terminate water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

6.5 Payment Reductions or Waivers. Reductions or waivers of water service charges are not available at this time.

7. **Specific Programs for Low-Income Customers.**

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will:

(a) Limit any reconnection fees during normal operating hours to fifty dollars ($50), and during non-operational hours to one hundred fifty dollars ($150). The limits will only apply if the City's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

(b) Waive interest charges on delinquent bills once every 12 months. The City will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The City will deem a residential customer to have a household income below 200 of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. **Procedures for Occupants or Tenants to Become Customers of the City.**

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the City, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

9. **Third Party Notification Service for Seniors and Dependent Adults**. The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.

11. **Other Remedies.** In addition to discontinuation of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

12. **Discontinuation of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

13. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the City, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

CITY OF RIVERBANK

ORDINANCE 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AMENDING SECTION 50.10, METHOD OF COLLECTION OF RATES BY CITY, SECTION 50.11, PAYMENT, SECTION 51.02, SANITARY SEWER PERMIT; BILLING PROCEDURES, SECTION 51.03, RATES AND CHARGES, SECTION 52.64, PAYMENT OF BILLS, SECTION 52.65, DEPOSITS, AND SECTION 52.66, DISCONNECTION FOR LATE PAYMENT OF THE RIVERBANK MUNICIPAL CODE.

WHEREAS, The City of Riverbank ("City") provides solid waste, wastewater, and water services to customers of the City; and

WHEREAS, The California Legislature passed, and the Governor signed into law, Senate Bill No. 998 ("SB 998"), which added and expanded procedural safeguards for terminating water service to customers who are delinquent in payment of water charges; and

WHEREAS, To comply with SB 998, the City is adopting a Residential Water Shut-Off Policy ("Policy") that establishes procedural safeguards for terminating water service where a customer has a delinquent water bill; and

WHEREAS, The Riverbank Municipal Code ("RMC") currently provides procedures for terminating water service; and

WHEREAS, The RMC needs to be amended to reflect the requirements under the Policy for the City to terminate water service to residential customers with delinquent water bills; and

WHEREAS, The City's billing procedures related to solid waste, wastewater, and water services are no longer accurately reflected in the RMC; and

WHEREAS, To clarify the City's current practices and ensure the health, safety, and welfare of City's residents the RMC is to be amended to accurately reflect the City's current billing practices.

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

SECTION 1: Section 50.10, Rates to be Charged, is repealed in its entirety and amended with a new Section 50.10, which shall read as follows:

§ 50.10 RATES TO BE CHARGED.

(A) *Rates established.* Rates, fees, and charges for automatic garbage and refuse collection services specified in this Chapter are established by resolution, which may be amended from time to time, and shall be charged for those services.

(B) *Billing.* All garbage, refuse, and recycling fees shall be billed on a bimonthly basis. The bimonthly bill shall reflect double the monthly rate for garbage, refuse, and recycling services.

(C) *Increase or decrease in rates.* The rates for garbage collection set forth herein shall be increased or decreased by resolution of the City Council.

SECTION 2: Section 50.11, Payment, is repealed in its entirety and amended with a new Section 50.11, which shall read as follows:

§ 50.11 DEPOSITS

(A) Applicants for utility services are required to establish credit before receiving such service. Credit shall be deemed established if the applicant meets one of the following options:

(1) Makes a cash deposit of forty dollars ($40) as a guarantee for the payment of future bills.

(2) Has been a customer of City utility services for twelve (12) consecutive months within the last eighteen (18) months, and during such time has paid all bills without any delinquency.

(3) Provide the City with a letter of credit reference from another utility company showing an on-time payment record for the period of at least the twelve (12) consecutive months directly prior to the date of the requested service.

(B) If a consumer fails to pay a bill for garbage and refuse collection services, the City may apply the deposit insofar as necessary to liquidate the account and may require that the deposit be restored to an amount twice the original deposit amount.

(C) After a cash deposit to guarantee payment for garbage and refuse service has stood unimpaired for twelve (12) months, such deposit shall be applied to the depositor's current account balance. Upon closing any account, the balance of any deposit remaining, after the closing bill for service has been paid, shall be returned promptly to the depositor.

SECTION 3. Section 51.02, Sanitary Sewage Permit; Billing Procedures, is repealed in its entirety and amended with a new Section 51.02, which shall read as follows:

§ 51.02 SANITARY SEWAGE PERMIT; BILLING PROCEDURES.

(A) It shall be unlawful for any person, other than the Director of Public Works to commence or make any connection with any public or house connection sewer or to do or cause to be done, or to construct or cause to be constructed, or to use or cause to be used, or to alter or cause to be altered, any public or house connection sewer within the city without first obtaining a permit from the Plumbing Inspector so to do.

(B) Any person desiring a permit for any of the purposes enumerated in this section, shall make application in writing to the Plumbing Inspector, giving such information as the Inspector may require, on blanks to be furnished for that purpose, and if it appears that the work to be performed thereunder is to be done according to the regulations contained in this chapter and otherwise provided by law governing the construction of said work, a permit shall be issued upon payment of the fees as fixed by ordinance.

(C) Rates and charges for domestic sewage disposal service are hereby established as hereinafter set forth. The charges herein fixed for any premises shall be billed and collected with the charges and rates for city utility services furnished by the city to the premises. The charges herein fixed shall be due and payable in advance at the same time that such charges for city utility services are due and payable.

(D) In the event the premises to be charged for sewer service shall not be connected to the water distribution system then and in that event, Water Department shall bill and collect for the appropriate sewer service charges.

(E) All sewer service revenues collected, shall be retained by the city regardless of the date of termination of sewer service and no rebate will be made for mid-month disconnection.

(F) For any sewer service bill that is not paid by the close of business thirty-five (35) days after the bill was issued shall be subject to a ten percent (10%) penalty.

(G) Charges for services and facilities furnished by the city shall constitute a lien against the lot or parcel of land against which charge is imposed if such charges remain delinquent for a period of 60 days.

(H) In the event the owner, occupant or lessee of premises connected to the sewer system shall fail to pay the sewer charges within sixty (60) days after it becomes delinquent,, the city may in addition to all of the remedies it may have, discontinue furnishing sewer service by means of water service disconnection pursuant to the procedures set forth in § 52.66 herein, and shall not resume the same until all delinquent charges and penalties hereunder together with any service charge necessitated by the resumption of sewer service have been fully paid.

(I) As an alternative to any of the other procedures herein provided or given by law, city may bring an action against the owner, occupant or lessee of the premises to whom the service was rendered for the collection of the amount of the delinquent rate and all penalties and costs of collection including reasonable attorney's fees.

SECTION 4. Section 51.03, Rates and Charges, is repealed in its entirety and amended with a new Section 51.03, which shall read as follows:

§ 51.03 RATES AND CHARGES.

(A) *Inspection fee.* An inspection fee of $30 for Building Inspection services shall be paid to the city.

(B) *Connection fees.* Connection fees for sewer service for properties not in the city on October 14, 1963 shall be paid to the city as follows:

(1) Single-family residence (when connection is made to existing lateral): $4,420;

(2) Single-family residence (when connection is made to house connection stub behind the curb or at the property line in the alley): $400;

(3) Duplex or triplex (each unit): $400;

(4) Multiple housing (apartments, condominiums, mobile homes or in manufactured housing in parks or special projects, each unit): $400;

(5) Commercial establishments (domestic sewage only, each unit): $1,000;

(6) Commercial establishments discharging dishwater, including, but not limited to, laundromats, carwashes or discharges from garbage grinders. First 1,000 square feet of floor area: $1,200 each, and 100 square feet, or fraction, additional floor area: S100 each;

(7) Industrial establishments (domestic sewage only) each unit: $1,000; and

(8) Industrial establishments (discharges from industrial use); to be negotiated.

(C) *Front footage assessment.*

(1) A front footage charge of $7 per lineal foot shall be paid to the city at the time application is made for sewer service connection to an existing sewer lateral for which no previous front footage assessment or fee has been paid for the particular lot or parcel. Subdivision lots shall be exempt from the front footage charge when service laterals have been installed, by the sub-divider, to serve properties within the development.

(2) Front footage assessments will be made and paid to the city based upon the property frontage along the street or alley where the connection is made.

(D) *Extension of sewer lateral.* Whenever the installation of a new sewer line is required to serve an applicant for sewer service, the applicant's obligation or cost for sewer service will be the established front footage assessment, inspection and connection fees, and monthly service charge. The applicant shall advance to the city 100% of the cost of extending sewer service to his or her property and the cost of the line across the full width of applicant's property. The city will reimburse to the applicant the difference between the applicant's obligation or costs and the total cost of the sewer lateral extension over a ten-year period in equal annual installments, with no interest, commencing one-year following the city's acceptance of the completed project, provided however, that in the event it appears for any reason unfeasible to extend a sewer lateral under the terms of this section, the city may refuse to extend the sewer lateral or it may agree to extend the sewer lateral under a separate agreement containing terms, conditions and provisions for payment which are mutually agreed upon by the city and the property owner or owners requesting the extension.

(E) *Charges for connection to sewer lines financed by state or federal funds.*

(1) In the event state or federal funds are used in construction of a sewer line, the front footage assessment and connection fees will be reduced 50%, for single-family residential applicants who hook on to the sewer line within a 12-month period following the completion of the project. Following the 12-month period, single-family residential applicants for sewer service involving connections to state or federal funded sewer lines will be assessed the regular front footage and connection fees.

(2) All applicants other than single-family residential applicants shall not receive a reduced connection and front footage assessment rate.

(F) *Monthly sewer service charges.* The following monthly sewer service charges are hereby established for properties served by the city.

(1) Base monthly rates for residential, commercial and all other users shall be as follows:

	October 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019
Base Monthly Rate	$25.79	$33.01	$40.28	$47.12	$49.48

(2) In addition to the base monthly rates, all non-residential users will be charged a variable rate, based on gallon usage over 7,480 gallons. The rate shall be assessed as follows:

Commercial Classification	***Class***	***Variable Rate***
Group 1: Schools without cafeterias, offices	Low	$0.002512
Group 2: Commercial, hospitals, extended care facilities, markets without delis, automobile servicers, laundromats	Domestic	$0.00335
Group 3: Schools with cafeterias, restaurants, short order facilities, markets with delis	Medium	$0.004523
Group 4: Restaurants with full kitchens	High	$0.00737

(3) *Multiple accounts on one meter.* Where more than one residence or business is served by a common meter, a composite sewer rate shall be determined, based on the

number and type of residences and businesses served by the meter. The composite rate shall be computed as a weighted average of the respective sewer rates for the individual residences and businesses based on categories and rates established previously in this section. The composite rate shall be determined on a case-by-case basis by the city, using estimated flows for the individual businesses and the respective sewer rates established for specific categories.

(a) The weighted average is computed by estimating the amount of flow by their individual rate (assuming they were on individual meters), and summing the total cost and flow for the multiple account meters.

(b) Composite rates will vary from multiple accounts to multiple accounts, depending on the mix of user types for the shared meter.

(4) All sewer service charges shall be billed on a bimonthly basis. The bimonthly rates shall double the monthly rates during the time the bimonthly billings are in effect.

(5) All sewer service charges are due and payable upon receipt and shall be considered delinquent if not paid seven (7) days after mailing or e-mailing by the City. Any bills not paid within such period are considered delinquent.

(6) Any sewer charges, which are not paid by close of business thirty-four (34) calendar days after the bill is issued, shall have a service charge of 10% of the billing assessed at the time of payment.

(7) *Deposit.* Applicants for utility services are required to establish credit before receiving such service. Credit shall be deemed established if the applicant meets one of the following options:

(a) Makes a cash deposit of one hundred dollars ($100) as a guarantee for the payment of future bills.

(b) Has been a customer of City utility services for twelve (12) consecutive months within the last eighteen (18) months, and during such time has paid all bills without any delinquency.

(c) Provide the City with a letter of credit reference from another utility company showing an on-time payment record for the period of at least the twelve (12) consecutive months directly prior to the date of the requested service.

If a consumer fails to pay a bill for sewer services, the City may apply the deposit insofar as necessary to liquidate the account and may require that the deposit be restored to an amount twice the original deposit amount. After a cash deposit to guarantee payment for sewer service has stood unimpaired for twelve (12) months, such deposit shall be applied to the depositor’s current account balance. Upon closing any account, the balance of any deposit remaining, after the closing bill for service has been paid, shall be returned promptly to the depositor.

(8) Sewer service charges set forth herein may be increased or decreased by resolution of the City Council.

(G) *Septic tank destruction permit.* Any property owner seeking to abandon his or her septic tank must first obtain a septic tank destruction permit from the City of Riverbank Public Works Department. The fee for the permit shall be $75.

(H) *Annual fees for the food service establishment discharge permit.*

(1) Permit fees will be calculated based on the following tasks:

FOG Permit review and approval	1.5 hours
Annual compliance visit	1.0 hours
Administration	1.0 hours
Total annual permit fee	3.5 hours

(2) At the time the permit is issued, the final fee as determined by the then current staff rate as determined by inflation will be paid annually for the management, administration and inspection of the grease removal device for the food service establishment discharge permit.

(3) This fee shall be updated as necessary using the consumer price (CIP) index to cover the cost of inflation for implementing the fats oils and grease reduction program.

(4) Re-inspection fees necessary as a result of a violation of the permit shall be in the amount set forth in division (A) above.

(I) *Other fees associated with the installation of a grease interceptor as required by the food service establishment discharge permit.*

(1) Additional fees to cover the cost of engineering and inspection of a new grease interceptor shall be calculated as follows:

Business license review	0.5 hours
Plan review	1.5 hours
Construction inspection	1.0 hours
Total annual permit fee:	3.0 hours

(2) At the time the permit is issued, the final fee as determined by the then current staff rate as determined by inflation must be paid prior to the issuance of a building permit.

SECTION 5. Section 52.64, Payment of Bills, is repealed in its entirety and amended with a new Section 52.64, which shall read as follows:

§ 52.64 PAYMENT OF BILLS.

(A) Water bills shall be rendered on a bimonthly basis and are due and payable upon receipt and shall be considered delinquent if not paid seven (7) days after mailing or e-mailing by the City.

(B) Any bill which is not paid by close of business thirty-five (35) calendar days after the bill is issued, shall be subject to a ten percent (10%) penalty. If the bill is not paid within sixty (60) days after it becomes delinquent, the water service may be discontinued and an additional charge for the subsequent turn-on shall be paid by the consumer according to the requirements established in the City's Residential Water Shut-Off Policy adopted by resolution of the City Council.

(C) When a service is discontinued due to nonpayment of bills, service shall not be resumed until all charges and penalties are paid pursuant to the procedures set forth in Section 52.66 herein. All charges and penalties which are not paid shall become a lien on the property. Termination of service shall not be effective to a residential dwelling for nonpayment while an investigation of a customer dispute or complaint is pending or in progress by the City. Termination of water service shall not be affected on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the City are not open to the public.

SECTION 6. Section 52.65 Deposits, is repealed in its entirety and amended with a new Section 52.65, which shall read as follows:

§ 52.65 DEPOSITS

(A) Applicants for utility services are required to establish credit before receiving such service. Credit shall be deemed established if the applicant meets one of the following options:

(1) Makes a cash deposit of $60 as a guarantee for the payment of future bills.

(2) Has been a customer of City utility services for 12 consecutive months within the last 18 months, and during such time has paid all bills without any delinquency.

(3) Provide the City with a letter of credit reference from another utility company showing an on-time payment record for the period of at least the 12 consecutive months directly prior to the date of the requested service.

(B) If a consumer's service is disconnected for nonpayment, the City may apply the deposit insofar as necessary to liquidate the account and may require that the deposit be restored to an amount twice the original deposit amount.

(C) After a cash deposit to guarantee payment for metered or measured water service has stood unimpaired for 12 months, such deposit shall be applied to the depositor's current account balance. Upon closing any account, the balance of any deposit remaining, after the closing bill for service has been paid, shall be returned promptly to the depositor.

SECTION 7. Section 52.66, Disconnection for Late Payment, is repealed in its entirety and amended with a new Section 52.66, which shall read as follows:

§ 52.66 DISCONNECTION FOR LATE PAYMENT.

(A) It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The City's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

(1) That all bills are due and payable on or before the date set forth on the bill; and

(2) That if any bill is not paid by or before that date, a written cut-off notice will be sent to the customer in accordance with the City's Residential Water Shut-Off Policy, detailing the date by which payment or arrangement for payment is required to avoid discontinuation of service and options for payment to avert discontinuation of service; and

(3) That any customer disputing the correctness of his or her bill, shall have a right to a hearing at which time he or she may be represented in person and by counsel, or any other person of his or her choosing and may present orally or in writing his or her complaint and contentions to the City official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(B) The City may adjust or delay payment of water bills in accordance with the City's Residential Water Shut-Off Policy that has been adopted by resolution of the City Council.

(C) When it becomes necessary for the City to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a turn-on charge, the amount of which shall be governed by the City's Residential Water Shut-Off Policy, adopted by resolution of the City Council.

SECTION 8. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Riverbank hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 9. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the 13th day of September 2022; motioned by Councilmember _________, seconded by Councilmember _________, and upon roll call was carried by the following vote ___:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:	**APPROVED:**
_________________________	_________________________
Gabriela Hernandez	**Richard D. O'Brien**
City Clerk	**Mayor**

/

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	September 13, 2022
Subject:	**Resolution** Authorizing the Application and Adopting the PLHA Plan for the Permanent Local Housing Allocation Program
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution that authorize staff City to submit an application for the 2020 and 2021 program year funding and adopt the PLHA Plan for the Permanent Local Housing Allocation Program.

SUMMARY

In 2017 SB 2 was adopted as part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it established a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity. The legislation directs the California Department of Housing and Community Development (HCD) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is referred to as the Permanent Local Housing Allocation (PLHA) program. It is the City's desire to apply for the 2020 and 2021 program year PLHA funds to assist the Ward Villas Project.

BACKGROUND

The City submitted an application for Permanent Local Housing Allocation funds in July 2020 and was successfully awarded the 2019 allocation to be expended over a five-year period. The City's Allocation Plan, which was subsequently amended in 2021, detailed the eligible activities the program funding would be used for. City desired that the funds be used for any combination of the following:

1. Ward Avenue Affordable Housing Project. Funds to assist with the costs of the offsite improvements in order to maintain housing affordability for future buyers.

/

The Memorandum of Agreement between the City and the developer allocates the funding from 2019, 2020, and 2021 towards this project.

2. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

3. Accessibility modifications in Lower-income Owner-occupied housing.

4. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

As such, staff created, and the City Council approved, the following five-year plan:

Funding Year	Activity	% Allocation
2019	Affordable Rental or Housing Ownership	100%
2020	Affordable Rental or Housing Ownership	100%
2021	Affordable Rental or Housing Ownership	100%
2022	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	60%
2023	Transitional Housing	20%
	Housing Rehab Program	20%
	Housing Acquisition & Rehab	60%

The California Department of Housing and Community Development (Department) announced the release of the 2022 Entitlement and Non-Entitlement Local government formula component Notice of Funding Availability (NOFA) for approximately $335 million in calendar year 2021 funds in addition to the $131 million in remaining calendar year 2019 and calendar year 2020 funds for the Permanent Local Housing Allocation (PLHA) formula allocation program.

FINANCIAL IMPACT

If awarded, the City is eligible to receive approximately $732,382 over five years in PLHA formula funds with $193,021 in 2020 funding and $206,039 in 2021 funding.

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ATTACHMENTS

1. Draft Resolution 2022-
2. Attachment 1: Application
3. Attachment 2: PLHA Plan

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCAITON PROGRAM**

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the Department is authorized to provide up to $335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))**;** and

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program**;** and

WHEREAS, the City of Riverbank is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation**;** and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients**.**

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

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA of $$732,382 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**
____________________________	____________________________
Gabriela Hernandez **City Clerk**	**Richard D. O'Brien** **Mayor**

Attachment(s): ***PLHA Plan***

ATTACHMENT 2

Local Government Formula Allocation	Rev. 2/17/22
This streamlined application form is limited to Applicants who applied for and received an award from the 2020 and/or 2021 Formula Allocation NOFA.	
Did Applicant receive an award from the 2020 and/or 2021 Formula Allocation NOFA?	Yes
Which NOFA year(s) are you applying for with this application?	2021 & 2022

Eligible Applicant Type:	**Nonentitlement**		
Local Government Recipient of PLHA Formula Allocation:		Riverbank	
2021 PLHA NOFA Formula Allocation Amount:	**$193,021**	**Allowable Local Admin (5%):**	**$9,651.00**
2022 PLHA NOFA Formula Allocation Amount:	**$206,039**	**Allowable Local Admin (5%):**	**$10,301.00**
Has applicant received their 2021 NOFA funds?	**No**	**Based on the requirements in guideline section 300(e), how much has the applicant committed?**	**$323,700**

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to another Local Government in its 2020 application, the Applicant (for which information is required below) continues to be the administering Local Government, which received the award. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

Eligible Applicants §300

§300(a) and **(b)** Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	City of Riverbank						
Address:	6707 Third Street						
City:	Riverbank	State:	CA	Zip:	95367	County:	Stanislaus
Auth Rep Name:	Marisela H. Garcia	Title:	City Manager	Auth Rep. Email:	mhgarcia@riverbank.org	Phone:	209-863-7122
Address:	6707 Third Street	City:	Riverbank	State:	CA	Zip Code:	95367
Contact Name:		Title:		Contact Email:		Contact Phone:	
Address:		City:		State:		Zip Code:	

Threshold Requirements

§302(a) Housing Element compliance: Applicant and Delegating Local Government's if applicable Housing Element was adopted by the Local Government's governing body by the application submittal date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	Yes
§302(b) Applicant and Delegating Local Government have submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.	Yes
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.	Yes
§302(c)(5) Applicant certifies that the Plan has not reallocated more than 10 percent of funds among Activities from the approved 5-year Plan included in the PLHA program Standard Agreement, Exhibit E.	Yes
§300(e) Applicant does not have uncommitted PLHA funds greater than permitted by Section 300(e).	Yes
§503(b) Applicant has submitted the PLHA Annual Report by July 31, 2021 (if applying before July 31, 2022), or has submitted the PLHA Annual Report due by July 31, 2022 (if applying on or after July 31, 2022).	Yes
§302(c)(8) If a program income reuse plan was not submitted with the 2020 application, has Applicant attached a program income reuse plan describing how repaid loans and/or accrued interest will be reused for eligible activities specified in Section 301?	N/A

File Name:	**Reuse Plan**	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	N/A

Certifications

On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.

Marisela H. Garcia	City Manager		
Authorized Representative Printed Name	Title	Signature	Date

ATTACHMENT 3

§302(c)(4) Plan

Rev. 5/7/21

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The amendment is requesting the allocation of the 2020 and 2021 funds to be used for the following activities: 1) To provide assistance for the development of low-income owner-occupied housing. This 28 lot single family home development has requested assistance with off-site infrastructure costs in order to allow for the homes to be affordably priced. It is the developer's intention that the affordability of these homes will allow our lower-income residents the opportunity to purchase their first home in conjunction with the City's First Time Home Buyer Program, 2) to assist persons who are experiencing homelessness by providing rental assistance, supportive/case management services, and the ability to acquire/rehabilitate homes for a transitional housing program within the City of Riverbank, 3) to enhance the City's current Owner Occupied Housing Rehabilitation Program to assist residents with ADA accessibility upgrades to their homes, 4) to acquire/rehabilitate foreclosed or vacant homes that can be sold to a low-income resident via the City's First Time Homebuyer Program, and 5) to enhance the City's First Time Home Buyer Program by having additional funds available for low-to no-interest loans for the purchase of an applicant's first home.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City's first priority for funding is the ability to assist the Ward Villas Project. This project is a 28 lot single family infill home development located in Riverbank. This project has requested funding to assist with offsite development costs such as water, sewer, storm, and street improvements. This assistance will allow the developer to price these homes affordably so that residents in the 80% AMI and lower brackets can purchase their home with the assistance of Riverbank's First Time Homebuyer Program. The First Time Home Buyer Program provides Gap Financing to residents for the purchase of their first home. The City utilizes Community Development Block Grant (CDBG) and HOME Investment Partnership funding from the State of California to fund this program. The program provides 30 year deferred loans with low-to-no interest charges. The City has also prioritized this funding to assist our homeless population by providing transitional housing opportunities where residents will be able to receive case management services.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The plan has been designed to achieve the following goals established in the 2014-2023 City of Riverbank Housing Element: 1) GOAL 2: Encourage and assist in the development of adequate housing to meet the needs of extremely low-, low-, and very low-income households particularly as it relates to Program 2.1b: Continue to assist developers of extremely low-, low-, and very low-income housing in the grant preparation process to help fund their developments. Funding will be prioritized for the development of housing affordable to extremely low-income households. The City assists developers by expediting review and approval of development applications to meet funding deadlines and providing information needed to support funding requests; 2) GOAL 4: Conseve and Improve the Condition of Existing Affordable Housing Stock as it relates to Program 4.1a which states that the City will continue to actively seek State and federal funding for the rehabilitation of homes; and 3) GOAL 5: Promote Housing Opportunities for All Persons Regardless of Race, Religion, Sex, Marital Status, Ancestry, National Origin, Color, Familial Status, or Disability as it relates to Program 5.1a which is to promote equal housing opportunites for all persons by having additional funding for the development of affordable housing and our housing programs.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	**50%**

The Ward Villas Project is a 28 lot project seeking funding that will allow the developer to offset costs associated with offsite development improvements (such as water, sewer, streets, and storm infrastructure). Offsetting such costs will allow the developer to keep the project affordable. It is their intent to sell these homes and for the purchaser's to be able to utilize the City of Riverbank's First Time Homebuyer Program which is funded by Program Income received from CDBG & HOME funds.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021												
Type of Affordable Housing Activity	Ownership: Development	Ownership: Development	Ownership: Development												
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	25	25													50
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	100%	100%	100%												
§302(c)(4)(E)(ii) Projected Number of Households Served	9	9	10												28

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	30	30	30												

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

Major steps/actions for the completion of the Ward Villas Affordable Housing Project include: 1) Developer to submit on- and off-site improvement plans for approval, 2) Finalize Memorandum of Understanding between the City and the Developer, 3) Develop draft Lien to be placed on each property.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City of Riverbank intends to us a portion of the funding receive in order to reahbilitate homes so that they may be used as transitional housing for the City's homeless population. In conjunction with Stanislaus County, we intend to provide homeless residents with necessary case management services that will provide them with the necessary resources to transition from homelessness to full-time employment.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023													
Type of Activity for Persons Experiencing or At Risk of Homelessness	Transitional Housing: Rehabilitation	Transitional Housing: Rehabilitation													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	20.00%													
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	23	23													46
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2													4
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	55	55													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

City to continue working with the local Stanislaus County Homeless Alliance and non-profit organizations for the development of a transitional housing program to provide much needed case management services to our local homeless population. Finalize contract with Cambridge Academies (501(c)3) who provides services to homeless individuals. Draft contract was approved on October 26, 2021 by the Riverbank City Council. Cambridge Academies will provide outreach, education, and operation services for the City's first Homeless Shelter.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	**50%**

The City currently has an existing owner-occupied Housing Rehabilitation Program which is designed to assist property owners with funds to address health and safety needs as well as ADA accessibility upgrades to their homes. All repairs will meet local and state building code requirements. Funds are made through low- to no-interest loans for residents that fall within the State established income levels.
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	20.00%													
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**															0
§302(c)(4)(E)(ii) Projected Number of Households Served	1	1													2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	30	30													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.
This program is already active within the City of Riverbank and would be implemented upon receipt of funding.
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)	**50%**

In order to eliminate blight within low-income sections of town, the City would like to acquire and rehabilitate foreclosed homes. This will allow for the home to be either 1) sold to a low-income resident who can participate in the City's First Time Home Buyer Program or 2) provide a location to provide transitional housing and case management services to the homeless population.
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2022	2023													
Type of Activity	Ownership: Acquisition	Ownership : Acquisition													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	60.00%	60.00%													

§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**															0
§302(c)(4)(E)(ii) Projected Number of Households Served	1	1													2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	30	30													

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The City will need to work with a local real estate agent in order to determine homes that will be suitable for this purpose or attend actions of foreclosed homes that fit the parameters set by the City.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date:	September 13, 2022
Subject:	Resolution of Concurrence and Support of the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2021-2022
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council hold a Community Meeting to gather input on the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Stanislaus County.

SUMMARY

As required by HUD, the Stanislaus County Consortium which includes the Cities of Riverbank, Oakdale, Hughson, Patterson, Newman, Ceres, Waterford, and Stanislaus County has prepared a Consolidated Annual Performance and Evaluation Report (CAPER) to document progress made in accomplishing goals set forth in the Consolidated Plan and Action Plan. The report includes the accomplishments of the individual jurisdictions participating in the Stanislaus County Community Development Block Grant Program (CDBG) Consortium also known as the Stanislaus Urban County for the FY 2021-2022. The CAPER is located at https://www.stancounty.com/planning/cdbg/documents/caper/2021-2022-caper.pdf

BACKGROUND

The Draft CAPER was made available for a 15-day review and comment period which began on September 2, 2022 and ends on September 19, 2022. The Draft CAPER is now before the City Council for recommendation of approval to the Stanislaus County Board of Supervisors at their public meeting to be held on September 20, 2022. Upon approval by the Board of Supervisors, the CAPER will be submitted to HUD for final certification.

As identified in the Annual Action Plan (AAP), the City of Riverbank's CDBG allocation for Fiscal Year 2021-2022 is being allocated towards the water line upgrade in the alley on Riverside Dr. between the Public Works Corporation Yard and 4th Street. Due to the work scheduled for this project, it will require two years of funding.

PROJECT UPDATE

Via the CDBG funding from the Consortium the City is continuing its work for the Castleburg Park Trail. The Environmental Review was completed and a Notice to Proceed was received from the County. Staff is working on the final bid package so that this project can be released for bidding by contractors.

STRATEGIC PLAN

This report is in conformance with the City of Riverbank's Strategic Plan goal to "Maintain a High Quality of Life".

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

1. Resolution of Concurrence
2. Draft Fiscal Year 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER)

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA DECLARING ITS CONCURRENCE AND SUPPORT OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2021-2022 PREPARED FOR THE STANISLAUS URBAN COUNTY

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the Stanislaus Urban County which includes the Cities of Oakdale, Hughson, Newman, Patterson, Ceres, Riverbank, Waterford and unincorporated areas of Stanislaus County have received and expended CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for FY 2021-2022**;** and

WHEREAS, the Stanislaus County CDBG Consortium is required by HUD to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to document progress made in accomplishing goals set forth in the Consolidated Plan and Action Plan**;** and

WHEREAS, the Draft CAPER was made available for a 15-day public review period from September 2, 2022 through September 19, 2022 to allow the public the opportunity to review and provide comments prior to the public hearing by the Stanislaus County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby adopt a Resolution of Concurrence and Support of the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) Fiscal Year 2021-2022 prepared for the Stanislaus Urban County.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**
______________________	______________________
Gabriela Hernandez **City Clerk**	**Richard D. O'Brien** **Mayor**

Stanislaus Urban County

Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER)

for HUD Entitlement Programs that include CDBG, ESG, and NSP Programs

September 2022

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OMB Control No: 2506-0117

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Councilmember Elizabeth Talbott

Table of Contents

Program Year - 2
Consolidated Plan 2020-2025
2021-2022 Stanislaus Urban County Consolidated Annual Performance and Evaluation Report

Introduction

The 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the second reporting period (the Fiscal Year covering July 1, 2021 to June 30, 2022) of the Five-Year Consolidated Planning period. The Stanislaus Urban County annually receives Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) program funds from U.S. Department of Housing and Urban Development (HUD) as an entitlement jurisdiction. The Stanislaus Urban County is made up of the unincorporated areas of Stanislaus County along with cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford. Stanislaus County is the "lead entity" for the Stanislaus Urban County.

HUD requires the Stanislaus Urban County to prepare and adopt a five-year Consolidated Plan (Con Plan) and Annual Action Plans to inform HUD on how the allocated grant funds will be used. At the end of each fiscal year, HUD requires this annual CAPER to report the progress made in accomplishing the goals set forth in the Con Plan, also referred to as a Strategic Plan, and Annual Action Plan (AAP). As a recipient of Neighborhood Stabilization Program (NSP) funding in prior fiscal years, the Stanislaus Urban County's CAPER reports on NSP activities occurring during the reporting fiscal year.

In Fiscal Year 2021-2022, the Stanislaus Urban County continued its focus on effectively administering and implementing CDBG, ESG, and NSP programs. Despite of the impacts of the Coronavirus pandemic (COVID 19) experienced during the fiscal year, HUD funded programs continued to serve the community and assisted in the response to COVID 19.HUD funded infrastructure projects continued with a mixture of preliminary design, engineering, environmental assessments, and construction activities occur during the fiscal year. Non-profits awarded CDBG and ESG funding for delivery of public services and emergency shelter operations continued with downsized operations in response to social distancing and staffing constraints but carried on in order to provide needed services to the communities most vulnerable.

The annual HUD Entitlement program funding allocated to the Stanislaus Urban County in Fiscal Year 2021-2022 were:

CDBG	$2,469,380
ESG	$ 212,662
Total:	**$2,682,042**

In addition to the funding listed above, the CAPER also reports on the use of federal CDBG and ESG Coronavirus Aid, Relief, and Economic Security (CARES) Act funding awarded to the Stanislaus Urban County in Fiscal Years 2019-2020 and 2020-2021. The CARES Act identified additional funding for the CDBG and ESG programs to prevent, prepare for, and respond to the community impacts of the COVID-19 pandemic.

HUD's distribution plan for CDBG and ESG CARES Act funding included multiple rounds: an initial round (CV1) that would allow for quick access to funding necessary to address the immediate crisis resulting from the pandemic and rounds two and three, CV2 and CV3, that would support post-pandemic community recovery. The Stanislaus Urban County has been awarded the following round one CDBG (CV1) and ESG (CV1), round two ESG (CV2), and round three CDBG (CV3) funding:

CDBG Round One (CV1) Allocation:	$1,358,994
CDBG Round Three (CV3) Allocation:	$1,432,755
Total	$2,791,749

ESG Round One (CV1) Allocation:	$ 698,717
ESG Round Two (CV2) Allocation:	$3,891,785
Total	**$4,590,502**

The Stanislaus Urban County members are also members in the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (hereafter referred to as the "HOME Consortium"). The Fiscal Year 2021-2022 HOME allocation for the HOME Consortium was $1,468,808 of which $962,728 was specifically allocated to the Stanislaus Urban County members. As the lead entity for the HOME Consortium in Fiscal Year 2021-2022, the City of Turlock administers the HOME program and reports on HOME activity in the City of Turlock's CAPER which is presented to the Turlock City Council for adoption. The City of Turlock's CAPER is made available on the City's website and may also be accessed by contacting the City of Turlock's Housing Program Services Division.

CDBG, ESG, NSP, and HOME funds are designed to primarily serve the low-income community as defined by the Area Median Income (AMI) limits per program for Stanislaus County as determined by HUD. Funds are used by the Stanislaus Urban County to meet the following goals of the Con Plan:

1. Increase and improve supply of affordable housing
2. Work to end and prevent homelessness
3. Improve infrastructure and public facilities
4. Provide public services
5. Community emergency responses
6. Administration

In Fiscal Year 2021-2022, the Stanislaus Urban County continued to collaborate with the Stanislaus Community System of Care (CSOC), the local federally recognized Continuum of Care (CoC), on homeless services and programs. A CoC is an integrated system of care that guides and tracks homeless individuals and households through a comprehensive array of housing and services designed to prevent and end homelessness. The programing of ESG funding is brought to the local CoC for feedback and to ensure coordination with Countywide efforts to address homelessness.

This CAPER is presented in the template format generated by HUD which includes a series of questions and answers in relation to specific program funding received by the Stanislaus Urban County. The information provided in the CAPER is limited to the specific questions that HUD requires of the Stanislaus Urban County and does not address any other federal or state funding received by the members of the Stanislaus Urban County.

CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The priorities identified in the Con Plan are: public infrastructure, economic development, affordable housing, public services, and community emergency response to COVID 19. In many neighborhoods and communities throughout the planning area, public infrastructure (sewer, curb, gutter, sidewalk, storm drainage, etc.) is minimal or non-existent, causing this to be a high priority need. All of the Stanislaus Urban County members utilize CDBG funds for infrastructure improvement related projects in an effort to improve the quality of life for residents in and around the project areas enjoy an improved quality of life.

Through the CDBG Public Services Grant (PSG) program, the Stanislaus Urban County sets aside approximately 10% of its annual CDBG allocation for programs that provide services to low to moderate-income households (families or individuals). In Fiscal Year 2021-2022, a total of 10 public service programs were funded $243,352 to carry-out a number of needed services that included assistance to the homeless and those at risk of becoming homeless. Approximately 2,159 individuals received a form of service through the CDBG-PSG funded public service programs. Funded public service programs ranged from meal and shelter for low-income households to emergency food assistance programs.

Throughout Fiscal Year 2021-2022, the Stanislaus Urban County and the local CoC worked together on strengthening efforts to address and collaborate on homeless issues. Those efforts included working with the CoC, and other entitlement jurisdictions, to oversee and monitor, for federal compliance, the Coordinated Entry System (CES) operated in conjunction with the Homeless Management Information System (HMIS). Efforts to oversee and monitor the CES included continuing to update local CES policies and procedures.

In response to COVID 19, the Con Plan was amended to add a “community emergency response” goal allowing for the Stanislaus Urban County to direct CARES funding, as well as other annual CDBG and ESG entitlement funding, as needed, to assist the community to prepare, prevent, and protect its residents, service providers, and businesses from the impact to COVID 19.

In Fiscal Year 2021-2022 CDBG CV3 funding was awarded through a competitive grant application process to six (6) service providers that will begin their service agreements in September 2022. The outcomes for these funded programs will be included in the Fiscal Year 2022-2023 CAPER. Also awarded in Fiscal Year 2021-2022 was the annual ESG funding allocation, which was awarded to the three (3) recipients of the Fiscal Year 2020-2021 ESG CV1 funding, which were awarded through a competitive grant application process. The accomplishments for both the annual ESG and ESG CV (1 and 2) are the same, except for a shelter renovation project that was funded with ESG CV2 funds awarded in Fiscal Year 2021-2022. A total of 483 individuals were assisted with ESG funds and a total of 20 additional shelter beds are under construction with ESG CV funds. In Fiscal Year 2021-2022, the remaining ESG CV2 funding was also awarded equally among ESG CV1 service providers.

HUD Community Planning and Development (CPD) Notice CPD-21-08 - Waivers and Alternative Requirements for the Emergency Solutions Grants (ESG) Program, issued April 18, 2022, sets the requirements for the recapture of funds, along with the process for redistribution of captured funds, if the 20% and 50% expenditure deadlines were not meet. If the 20% expenditure deadline was not met, the jurisdiction would have a recapture of 20% of its grant allocation. On March 16, 2022, the County received a notice that the September 30, 2021 deadline to expend 20% of the ESG CV funds was not met resulting in a recapture of $614,576.04. An attempt by County staff to appeal the recapture decision was denied by HUD with HUD representatives strongly recommending moving forward to meet the June 16, 2022 50% expenditure deadline in order to avoid further recapturing of funds. It was explained that the jurisdictions that met the 50% expenditure deadline would be considered for receipt of redistributed recaptured funding. The County met the June 16, 2022 deadline of expending 50% of the ESG CV grant allocation; however, on August 23, 2022 HUD released the awarding of redistributed funding and none of the funding has been awarded to the Stanislaus Urban County.

While all of the ESG CV1 funding was awarded by the Board of Supervisors on December 14, 2021 to three agencies, two of the agencies (Family Promise and Community Housing and Shelter Services) never executed their agreements with the County due to concerns that they would not be able to meet the September 30, 2022 expenditure deadline. Those two agreements totaled, $668,404, thus the recapture (reduction) in federal ESG CV funds did not impact any active programs. The remaining $53,828, the difference from the amount recaptured and the amount of the unexecuted agreements, has been redistributed to the We Care Program- Turlock in accordance with the Board of Supervisors December 14, 2021 award allowing for redistribution of funding among the awarded agencies if a grantee were unable to expend funding.

Progress that was made is detailed in the attached PR-26 Financial Summary Report.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Consolidated Plan Accomplishments					Strategic Plan to Date			Program Year 1		
Goal	**Category**	**Source / Amount**	**Indicator**	**Unit of Measure**	**Expected**	**Actual**	**Percent Complete**	**Expected**	**Actual**	**Percent Complete**
Administration	Other-Administration	CDBG: $343,810 ESG: $15,949 CDBG CV1: $271,796 CDBG CV3: $286,551 ESG CV1: $54,257.28 ESG CV2: $343,335.32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Community Emergency Response Program	Other-Emergency Assistance	CDBG CV1: $1,087,198 CDBG CV3: $1,146,204 ESG CV1: $628,846 ESG CV2: $2,838,825	Rapid Re-Housing	Households Assisted	385	5	1.2%	10	5	50%
			Homeless Persons Overnight Shelter	Persons Assisted	970	726	75%	500	446	89%
			Homeless Prevention	Persons Assisted	900	0	0	0	0	0
			Other	Other	4,361	3250	7%	2,000	325	16%
Improve Public Infrastructure	Non-Housing Community Development	CDBG: $1,739,324	Infrastructure Activities	Households Assisted	7,500	811	11%	1,500	700	46%
Provide Public Services	Homeless Non-Homeless Special Needs	CDBG FY21-22: $243,352 CDBG FY20-21: $142,966	Public service activities other than Low/Moderate-Income Housing Benefit	Persons Assisted	7,000	4,567	65%	2,000	2,159	107%
Work to End and Prevent Homelessness	Homeless	ESG: $196,713	Other	Other	2,100	808	38%	500	483	97%
*Affordable Housing	Affordable Housing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 1 – Consolidated Plan Accomplishments – Program Year 2 and Strategic Plan to Date

**The Affordable Housing goal is in the FY 2020-2025 Con Plan as a goal for the overall City of Turlock/Stanislaus Urban County HOME Consortium, which is administered by the City of Turlock. All HOME Program funded projects, housing goals and related activities are reported in the City of Turlock's CAPER.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Stanislaus Urban County's Con Plan identifies public infrastructure and facility improvement, affordable housing, community and economic development, public services, homeless services, and community emergency response as the high priority needs. Consistent with these priorities, the Stanislaus Urban County's undertook the following activities:

- Each member continued with the design, engineering, and construction of various public infrastructure project contributing to the improvement of neighborhoods.
- Continued to fund public service programs through a competitive grant process to assist non-profits to aid low- and moderate-income persons in need of services such as food, shelter, and youth services. Without the assistance, many individuals and families would lack access to valuable services that address some of their basic needs.
- Offered grants, to non-profits, through a competitive process, to assist the community to prepare, prevent, and protect its residents, service providers, and businesses from the impact of COVID 19.

The following service provider's expenditures and outcomes are reflected in the CAPER:

<u>CDBG-PSG Program Funded Service Providers</u>	
Court Appointed Special Advocates- Direct Services Program	$24,335.20
Center for Human Services-Ceres Family Resource Center	$24,335.20
Center for Human Services-Oakdale Family Resource Center	$24,335.20
Center for Human Services- Westside Family Resource Center	$24,335.20
Children's Crisis Center- Guardian House	$24,335.20
Children's Crisis Center- Marsha's House	$24,335.20
Children's Crisis Center- Verda's House	$24,335.20
Salvation Army Red Shield-At Risk Teen Program	$24,335.20
United Samaritans Foundation-Daily Lunch Program-Hughson	$24,335.20
United Samaritans Foundation-Daily Lunch Program- Westside	$24,335.20
<u>ESG Program Funded Service Providers</u>	
Community Housing and Shelter Services- HMIS Data Entry	$15,949
Family Promise of Greater Modesto- Shelter to Solutions	$90,382
We Care Program-Turlock- Emergency Shelter Program and RRH Program	$90,382
<u>CDBG CV1 Program Funded Service Providers</u>	
Cambridge Academies- Enterprise Connection Program	$201,731.50
Center for Human Services- Family Resource Center Concrete Support	$201,731.50
Children's Crisis Center-CDBG CARES Program	$170,691.50
Family Promise of Greater Modesto- Rent/Utility Assistance Program	$201,731.50
Salvation Army -Red Shield- Feed the Need Program	$201,731.50
United Samaritans Foundation-Employee Hazard Pay	$109,578.50

CDBG CV3 Program Funded Service Providers	
Cambridge Academies- HOST House Shelter Program	$200,000
Cambridge Academies- Naomi's House Shelter Program	$200,000
Center for human Services- Family Resource Center Concrete Support	$200,000
Community Housing and Shelter Services-Rental Assistance Program	$180,000
Haven Women's Center of Stanislaus-Haven Emergency Shelter Program	$166,204
Salvation Army -Red Shield- Feed the Need Program	$200,000

ESG CV1 Program Funded Service Providers:	
Community Housing and Shelter Services- Rental Assistance	$244,615.34
Family Promise of Greater Modesto- Shelter to Solutions	$264,615.33
We Care Program-Turlock- Emergency Shelter Program	$119,615.33

ESG CV2 Program Funded Service Providers:	
United Samaritans Foundation- Shelter Renovation Project	$2,500,000
We Care Program-Turlock- Emergency Shelter Program	$334,202.33

As the Stanislaus Urban County's lead entity, county staff administratively supported all of the Stanislaus Urban County members on their paths towards meeting the goals identified by the community during the Con Plan process. The competitive grant review process utilized a Grant Review Panel made up of representatives from each of the Stanislaus Urban County's members and the CSOC to assure progress towards meeting the Con Plan's priorities and addressing community needs.

CR-10 - Racial and Ethnic Composition of Families Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Race/Ethnicity	CDBG	ESG
White	1,944	241
Black or African American	59	55
Asian	19	10
American Indian or American Native	28	5
Native Hawaiian or Other Pacific Islander	34	3
Other	75	140
Refused to Answer		29
Total	**2,159**	**454**
Hispanic	1,372	159
Not Hispanic	787	324

Table 2 – Table of Assistance to Racial and Ethnic Populations by Source of Funds

Narrative

The Stanislaus Urban County identifies priority need and offers services and programs to eligible individuals and households regardless of race and ethnicity. Table 2 above reflects the CDBG PSG and the ESG programs for Fiscal Year 2021-2022 and is generated by the HUD CAPER template and the information reported reflects demographic information provided by participants and recorded in the HUD Integrated Disbursement and Information System (IDIS) reporting system.

Through CDBG PSG funds there were several non-profits that addressed the needs of special populations in the Stanislaus Urban County. Of the total 2,159 individuals assisted, approximately 69 individuals with disabilities were assisted with emergency food, shelter, and/or utility assistance and a total of 244 seniors were assisted. Among the assisted individuals, there were169 female head of households, 63 veterans, 13 domestic violence victims, 151 homeless, and 5 provided with homeless prevention, 4 provided emergency shelter, 159 provided case management, and 1,629 provided emergency food assistance.

Through ESG funds there were several non-profits that assisted homeless persons and families make a transition to permanent housing and independent living. With the use of ESG grant funds both the chronically homeless populations and temporarily homeless households were provided the opportunity to be placed into permanent housing. While enrolled in these programs, case managers worked with each household to set goals and work on a housing action plan in order to identify and connect with any needed services such as: Temporary Assistance for Needy Families (TANF), food stamps, Veteran's benefits, future employment opportunities, etc. Throughout the fiscal year, ESG homeless prevention and rapid re-housing funds placed 20 homeless individuals into permanent housing. At the end of the fiscal year, 19 of those individuals were stably housed. The ESG programs assisted a total of 483 households throughout the fiscal year.

ESG funds were also used to provide emergency shelter to homeless individuals and households. Clients that showed progress and motivation toward self-sufficiency receive extended case management in conjunction with rapid re-housing assistance funds to assist in the placement of job and permanent housing placement.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available.

Source of Funds	Resources Made Available
CDBG	$2,469,380.00
ESG	212,662.00
CDBG CV1	1,358,994
CDBG CV3	1,432,755
ESG CV1	683,103.28
ESG CV2	3,182,160.18

Table 3 – Resources Made Available

Narrative

In Fiscal Year 2021-2022, the annual entitlement and CARES Act CDBG and ESG funding in the amounts identified in the table above continued to provide much needed public services in the community and helped alleviate the impact of COVID 19. Collectively, these resources assist the Stanislaus Urban County in addressing infrastructure needs and to provide services to the most vulnerable of our community. When other resources are available, Stanislaus Urban County members leverage CDBG funds with local, state, or other federal funds. In Fiscal Year 2021-2022, CDBG and ESG activities leveraged $1,319,281 and $209,152 respectively to support service delivery.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
West Modesto (unincorporated)	30	30	Infrastructure, Public Services and Economic Development
Ceres	11	11	Infrastructure, Public Services and Economic Development
Empire	0	0	Infrastructure, Public Services and Economic Development
Hughson	7	7	Infrastructure, Public Services and Economic Development
Newman	7	7	Infrastructure, Public Services and Economic Development
Oakdale	8	8	Infrastructure, Public Services and Economic Development
Patterson	8	8	Infrastructure, Public Services and Economic Development
Riverbank	7	7	Infrastructure, Public Services and Economic Development
Unincorporated Stanislaus County	15	15	Infrastructure, Public Services and Economic Development
Waterford	7	7	Infrastructure, Public Services and Economic Development

Table 4 – Identify the Geographic Distribution and Location of Investments

Narrative

CDBG funding is allocated among all the Stanislaus Urban County's members based on a population and poverty formula, along with an equitable amount of funding for administration. Stanislaus County, as lead entity, receives a greater percentage of funding for administration. Each member sets their own priority for public infrastructure projects. In many neighborhoods and communities within the Stanislaus Urban County's planning area, public infrastructure is minimal or non-existent, causing this to be a high priority need. Infrastructure such as sewer, water, curb, gutter, sidewalk, and storm drainage are typical development standards in newer neighborhoods, but are non-existent or antiquated in older neighborhoods. The Stanislaus Urban County members each use the majority of their annual CDBG entitlement funds for infrastructure improvement-related projects. CDBG PSG and ESG, annual entitlement and CARES Act, funding is made available for use throughout the entire Stanislaus Urban County. CDBG annual entitlement funding is also used to fund fair housing services throughout the entire Stanislaus Urban County.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Leveraging Resources

In Fiscal Year 2021-2022, CDBG and ESG activities leveraged $1,319,281 and $209,152 respectively to support service delivery. The sources of leveraged funding included: private donations, other local funding, program income, and in-kind donations. Although match was not required of the ESG funded service providers the amounts were still provided to County staff.

Under the NSP program, the Stanislaus Urban County was provided funding to mitigate the negative effects of high foreclosure rates. The program design took foreclosed and vacant homes that were deteriorating due to neglect, and in turn rehabilitated the homes utilizing local workers and material suppliers. The homes were then resold to qualified first time homebuyers and the sales proceeds were retained by the Stanislaus Urban County as Program Income (PI); along with the future repayment of first-time down payment assistance provided by the NSP program. NSP PI is available for housing development activities, including the Abandoned and Dangerous Buildings program.

Collectively, the leveraging of resources assists the Stanislaus Urban County in addressing its affordable housing and infrastructure needs; and to provide services to the most vulnerable of our community.

Matching

On July 19, 2021, HUD released Notice CPD-21-08 removing the match requirement for current annual ESG funds and ESG CV funds until September 30, 2022. The ESG match requirement was waived by the County to its ESG and ESG CV funded service providers and the match amounts reported in the CAPER are as a result of several service providers voluntarily providing ESG match information.

Under the ESG program, 50% of the costs related to the projects are reimbursed and the remainder of the costs paid by non-ESG match funding sources (i.e., local unrestricted donations). In this manner, the subrecipient in turn commits their dollar-to-dollar match by paying the remainder of the expenses from non-ESG sources. County staff reviews quarterly ESG statistical tables, narratives, HMIS activity reports, request for funds forms, and budget printouts that identify the total funds used/requested by each grantee during that reporting period. County staff verifies and cross-references the information with IDIS on the quarterly budget activity reports. Monitoring visits are also scheduled quarterly by county staff for each grantee to ensure appropriate expenditure of funds. As part of the ESG monitoring process, invoices and accompanying receipts are reviewed for reimbursement eligibility.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	4	0
Number of Non-Homeless households to be provided affordable housing units	6	0
Number of Special-Needs households to be provided affordable housing units	2	0
Total	**12**	**0**

Table 5 - Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance (ESG only)	0	20
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	8	0
Number of households supported through Acquisition of Existing Units	4	0
Total	12	20

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Stanislaus Urban County’s progress in meeting the affordable housing goals reflected in Tables 5 and 6 are generally reported in the City of Turlock’s CAPER with regards to participation in the HOME Investment Partnership Program (HOME) program; however, this CAPER captures the goals and actual outcomes specific to the Stanislaus Urban County’s CDBG, ESG, and NSP programs. ESG funds were used to assist 5 households (20 clients) in obtaining affordable rental housing through the rapid re-housing program, however, the use of rapid re-housing funding was impacted by increasing rents, combined with a COVID 19 eviction moratorium, which limited the supply of affordable housing rental opportunities. Staffing and operational impacts resulting from COVID 19 limited outreach efforts for the housing rehabilitation programs offered by the Stanislaus Urban County and may have kept eligible property owners from seeking assistance.

Discuss how these outcomes will impact future annual action plans.

The Stanislaus Urban County will continue to coordinate at a regional level with the Stanislaus Regional Housing Authority (SRHA), non-profit housing developers, the CSOC (and participating agencies with housing funds), and other entitlement jurisdictions (cities of Modesto and Turlock) to address affordable housing issues as well as homeless prevention strategies. New sources of funding for the planning and development of affordable housing have been made available at the state level and several planning efforts are underway throughout Stanislaus County to accelerate affordable and market-rate housing in Stanislaus County; however, while the new source of funding will aid the efforts to address affordable housing needs, the high cost of developing affordable housing will remain a challenge in getting actual units developed in the volume needed. With respect to HUD funding, there are simply not enough funds available from the yearly CDBG allocation or remaining NSP PI to meet the Stanislaus Urban County's affordable housing need. The Stanislaus Urban County will continue to use its annual CDBG allocation to: improve the public infrastructure needed to preserve existing affordable housing and support new affordable housing, and to provide fair housing services to assist with tenant/landlord issues.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	CDBG CV Actual
Extremely Low-income	1,698	2,159
Low-income	446	2,921
Moderate-income	15	213
Total	2,159	5,293

Table 7 – Number of Persons Served

Narrative

The Stanislaus Urban County does not use CDBG funds directly for affordable housing development but does provide CDBG PSG and ESG funding to assist the homeless and those at risk of becoming homeless with housing needs.

In Fiscal Year 2021-2022, 2,159 individuals received services from the five (5) non-profit service providers awarded CDBG PSG funds and 5,293 individuals received services from the six (6) non-profit service providers awarded CDBG CV funding. Services received included emergency food assistance, utility assistance, respite childcare, case management, shelter services, education classes, and resource referrals.

During Fiscal Year 2021-2022, a total of ten (10) clients with special needs were assisted in obtaining housing through the ESG rental assistances programs and a total of 20 individuals were assisted with ESG funds in finding affordable rental housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Throughout Fiscal Year 2021-2022, the Stanislaus Urban County utilized CDBG PSG and ESG funding to implement outreach strategies to assist in addressing the homeless population. The Stanislaus Urban County awarded grants to non-profit homeless service providers to provide homeless prevention, case management, food, shelter, and rapid re-housing. All grantees are required to actively participate in the CSOC in an effort to enhance the coordinated outreach and engagement efforts to the homeless population. The Stanislaus Urban County continues to be actively involved is involved in the development and planning of the local CSOC's outreach and engagement efforts to identify needs and gaps in services for the homeless. The CSOC has developed a system for coordinated intake, assessment, and referral that fully complies with federal CoC requirements.

In Fiscal Year 2021-2022, ESG funding was provided to non-profit service providers to assist with Homeless Management Information System (HMIS) data entry. During the fiscal year, a total of 446 individuals were sheltered and 37 individuals obtained housing through ESG funded programs. All Stanislaus Urban County ESG funded non-profits maintain client information in the HMIS system and track the progress of the clients while in the programs. Once out of the programs, progress is difficult to track due to lack of funding to pay for the cost of follow-up.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Throughout Fiscal Year 2021-2022, the Stanislaus Urban County provided CDBG PSG and ESG grant funding to various emergency shelters and housing service providers to address emergency shelter needs of homeless persons and households. A number of the emergency shelter clients subsequently received rapid re-housing assistance and became stably housed.

The Stanislaus Urban County has been working in collaboration with the local CoC, currently recognized as the CSOC, for over 22 years to improve services for the homeless and those at risk of homelessness. This collaborative is comprised of: the Stanislaus Regional Housing Authority (SRHA), the City of Turlock, the City of Modesto, the County's Behavioral Health and Recovery Services (BHRS), the County's Community Services Agency (CSA), shelter providers, housing and housing counseling services providers, faith-based organizations, and over a dozen housing and supportive service providers.

The HMIS Sub-committee of the CSOC, has continued to work diligently throughout the fiscal year to improve the data quality of the current HMIS system. Through ESG funding from the Stanislaus Urban County, Community Housing and Shelter Services (CHSS) has entered non-HUD funded homeless service providers client information into the HMIS system. This data allows the CSOC's homeless data collection to be a much more valuable tool for tracking individuals patterns into and out of homelessness. Improving data quality will allow funding to be prioritized based on trends of homeless populations within Stanislaus County.

While not funded by the Stanislaus Urban County, the following are some of the facilities available, and efforts undertaken, during the fiscal year to address the emergency shelter and transitional housing needs of homeless persons countywide:

Access Center Emergency Shelter (ACES)

The Access Center Emergency Shelter (ACES), a 182 bed, low-barrier shelter focused on providing shelter to the most vulnerable unsheltered population by decreasing common barriers to individuals accepting shelter service, such as, pets, partners, and possessions. ACES opened November 26, 2019 and is being operated by the Salvation Army through an agreement approved by the Board of Supervisors on October 1, 2019. Included in the bed count is a 22-bed dorm area available for those individuals experiencing homelessness that suffer from a significant mental illness. This dorm-style room reduces instances of victimization and increases the efficacy of therapeutic intervention. The Community Assessment Response and Engagement (CARE) Multidisciplinary Team is also able to use the location to provide case management and shelter to the most vulnerable unsheltered individuals. The opening of ACES also afforded an opportunity for the most vulnerable unsheltered population to be sheltered and connected with case management services, with a strong emphasis on assisting shelter guests to become document ready for entry into the community's coordinated entry housing continuum. Additionally, Stanislaus County Animal Services Agency partnered with ACES to create a healthy pets program. This program provides pet food, crates, and animal health services to pets residing at ACES.

Empire Cold Weather Family Shelter

The Empire Cold Weather Family Shelter was initiated by the County's Community Services Agency (CSA) in November 2018 as a partnership with the SRHA. The target population served are families who are currently being case managed in CSA Housing Support Program (HSP) unit, have used all available temporary shelter nights, are still engaged in the search for permanent housing and have been unsheltered the longest based on date of referral to the HSP program.

CSA works in partnership with Community Housing and Shelter Services (CHSS) for placement of families at the Empire Cold Weather Family Shelter and has an existing contract with CHSS to administer, arrange and facilitate temporary housing services to CalWORKs and Welfare-to-Work eligible families. CHSS also provides case management services, which include assisting and educating participants on their income, household budgets, and housing options; aiding participants in completion of housing applications and landlord outreach; and providing housing search workshops.

CSA has staff onsite during standard business hours to work with the families and CHSS staff will also engage with the families on a regular basis. Stanislaus County Affordable Housing Corporation (STANCO) provides on-site property management services including security and routine maintenance of the facility and units.

Family Housing Facility

In coordination with the countywide strategy to address the critical issue of homelessness especially as it impacts families with school aged children, Stanislaus County has leased with a motel located at 1128 South 9th Street, in Modesto area. The property has 21 units and a three-room office space. In November 2019, CSA began using this site to operate a year-round family shelter using the successful model implemented at the Empire Cold Weather Family Shelter. The Family Housing Facility operates 24-hours a day; CSA has contracted with STANCO for property management and security services.

Access Center

On February 3, 2020, the Access Center, a "hub location" for multiple homeless programs and the entry way into the shelter system, opened at 912 D Street in Modesto. The Access Center serves as a one-stop hub and physical entry point for individuals at-risk of or currently experiencing homelessness to access a wide range of co-located homelessness services including centralized homeless outreach and engagement; housing assessments and navigation; and homelessness support services and referrals. The Access Center also employs a "meet you where you are" strategy that has specialized homeless outreach workers meet individuals on the street and in homeless encampment areas and encourages individuals to connect to services.

The following partners are co-located at the Access Center - Center for Human Services; Community Housing and Shelter Services; Community Impact Central Valley; Disability Resource Agency for Independent Living; Downtown Streets Team Modesto; Golden Valley Health Centers; Salvation Army - Modesto; Stanislaus County (Behavioral Health and Recovery Services and Community Services Agency); Telecare Corporation and Turning Point Community Programs.

Homeless Strategic Plan

The Stanislaus Homeless Alliance (SHA) and CSOC have collaborated to update the Plan to Address Homelessness in Stanislaus County, originally prepared in January 2019. In September 2020, the SHA and the CSOC each appointed three members to serve on a work group to spearhead the effort. The updated plan, now referred to as the Homeless Strategic Plan, was approved by the CSOC on July 14, 2021 and aims to address the needs of people experiencing homelessness by enhancing community decision-making, supporting organizational and provider capacity, and improving systems coordination. A joint committee made up of members from the CSOC and the SHA has been formed to continue the examination of the plan and begin implementation of the goals outlined in the plan.

The facilities and efforts identified above are ongoing and form a critical piece of the homeless support foundation in Stanislaus County. The Stanislaus Urban County will continue to align its funding strategy with the broader efforts of the CSOC by supporting the service and shelter providers in their efforts to address the emergency shelter and transitional needs of homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Throughout Fiscal Year 2021-2022, the Stanislaus Urban County continued to actively participate in the CSOC in an effort to insure CDBG PSG and ESG funding is aligned with countywide efforts to help low-income individuals and families avoid becoming homeless. CSOC efforts include improving the program planning for homeless funding utilization throughout Stanislaus County and working with private hospitals to encourage the incorporation of rental assistance and case management into discharge planning. CSOC representatives actively collaborate with the County Sheriff's Office and the Probation Department to identify services available for recently discharged parolees to help prevent homelessness among that population. Non-profit awarded CDBG PSG and ESG funding are required to participate in the CSOC as part of the effort to insure alignment with the broader community efforts to address homelessness and to allow for education opportunities on new community programs that can be value added to existing programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Stanislaus Urban County partnered with CHSS, Family Promise, and the We Care Program in efforts to help homeless individuals and families make a transition to permanent housing and independent living. With the use of ESG grant funds, both the chronically homeless populations and temporarily homeless households were provided the opportunity to be placed into permanent housing. While enrolled in these programs, case managers work with each household to set goals and work on a housing action plan in order to identify and connect with any needed services such as: Temporary Assistance for Needy Families (TANF), Food Stamps, Veteran's Benefits, future employment opportunities, etc. Throughout Fiscal Year 2021-2022, ESG shelter, homeless prevention, and rapid re-housing funds placed 20 homeless individuals into permanent housing. At the end of the fiscal year, 19 of those individuals were stably housed.

Family Promise and the We Care Program utilized ESG funds to provide emergency shelter to homeless individuals and households. Clients that showed progress toward self-sufficiency received extended case management in conjunction with rapid re-housing assistance funds to assist in the placement of job and permanent housing placement.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing.

In California, public housing is administered directly through local Public Housing Authorities (PHAs). The Stanislaus Regional Housing Authority (SRHA) is the largest property manager of multi-family and single household public housing units for the lower income population of Stanislaus County. The SRHA is committed to provide decent affordable housing to its residents and, in doing so, the SRHA keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment. Administered by the SRHA is the Riverbank Housing Authority that operates 60 units for seniors and 30 family units for low income households.

The SRHA and the Stanislaus Urban County have a strong relationship and continue to work together towards furthering decent, safe, and affordable housing throughout the community.

According to the SRHA 2022 PHA Plan, the SRHA currently operates 8,144 affordable and subsidized housing units:

- 737 public housing units (includes 647 Stanislaus and 90 Riverbank public housing units);
- 1,060 project-based Section 8 units, and;
- 1,135 other affordable housing units; and
- 5,212 housing choice vouchers

The SRHA currently has 5,212 vouchers allocated for Stanislaus County. Of those vouchers, 212 vouchers are specifically for homeless veterans (Veterans Affairs Supportive Housing (VASH) vouchers), 270 vouchers are specifically for reunifying families that are facing homelessness or living in substandard housing with children removed from the home, 380 are project-based vouchers, and 11 are project based vouchers for a senior complex in the City of Patterson.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

The Stanislaus Regional Housing Authority (SRHA) has a Resident Advisory Board (RAB) which is comprised of Public Housing Authority (PHA) and Voucher program participants. Any time there are substantial policy changes (such as prioritization of the wait list, program termination changes, areas where there is flexibility in establishing program guidelines), this board must be notified and given an opportunity to respond by either supporting and/or rejecting policy changes. The RAB's determination then goes to the Housing Authority Board of Commissioners (BOC) for consideration of whether to support or reject. In addition, the SRHA is required to have program participants sit on their BOC per regulations.

Actions taken to provide assistance to troubled PHAs.

The Stanislaus Urban County has no PHAs that are troubled and/or that have requested assistance.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Con Plan identifies the following public policies as having the potential to negatively affect affordable housing and residential investment: shortage of affordable housing funding, climate change, environmental protection, growth management, planning and development fees, and prevailing wages. To address the potential negative effects of these policies, the members of the Stanislaus Urban County strive to consistently review all potential barriers to affordable housing that are within their authority to address (local development standards and development review procedures); to continue to pursue and utilize available funding for mortgage assistance and housing rehabilitation; and to continue to work with, and partner with, housing developers, from the nonprofit and for-profit sectors, to promote the development of affordable housing and special-needs housing.

In Fiscal Year 2021-2022, the members of the Stanislaus Urban County continued to take steps to program various state funding sources aimed at increasing the production of housing. Funding sources include the SB 2 Planning Grant and Permanent Local Housing Allocation (PLHA); and Local Early Action Planning (LEAP). Efforts to be undertaken with these funding sources include: a county wide initiative to build a shared vision and policy framework for housing in Stanislaus County, development of Accessory Dwelling Unit (ADU) templates, various housing related ordinance amendments (including ADU ordinances for compliance with State law), and development of the State required 6th cycle Housing Elements. Other Stanislaus Urban County efforts aimed at increasing housing production include the construction of public sewer infrastructure, review of ADU development fees, and the continuation of owner-occupied housing rehabilitation programs which help to maintaining existing affordable housing stock and others have amended development fees for ADUs.

PLHA is an ongoing funding source that is based on the Stanislaus Urban County's 2017 CDBG entitlement allocation. As such, the funding is available for use in the unincorporated areas of Stanislaus County along with cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford. The City of Riverbank joined the Stanislaus Urban County in Fiscal Year 2020-2021 and, as such, is eligible for PLHA funding directly from the State. The Stanislaus County Board of Supervisors adopted 5-year plan for PLHA funding provides for the: acquisition/development of permanent supportive housing, development/preservation of ADU's, fiscal incentives, and multi-family rental housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Stanislaus Urban County continuously tries to identify underserved needs through community and program engagement. The scoring criteria and guidelines used to fund activities include an emphasis on prevention-focused proposals. CDBG Public Service Grant (PSG) and ESG grants are reviewed and scored based defined criteria that emphasis: collaboration, prevention focused services, and innovative methods to providing public services. The grant review panel for both CDBG PSG and ESG funding is comprised of one representative from each for Stanislaus Urban County members and a representative from the CoC in an effort to make sure needs being addressed are reflective of the entire Stanislaus Urban County area and to align with efforts being taken by other agencies throughout Stanislaus County.

For Fiscal Year 2021-2022, a total of $243,352 in CDBG Public Services Grant funds were allocated based on a competitive grant process to which public service providers had the opportunity to apply for grants up to $25,000. A total of 10 grants were equally awarded $24,335.20 to non-profits to provide services such as: food assistance, emergency shelter, counseling, utility assistance, and tutoring to underserved areas and individuals. CDBG funding in the amount of $25,000 for fair housing services was awarded to Project Sentinel.

For Fiscal Year 2021-2022, an additional $142,966 in CDBG PSG funding was received by the Stanislaus Urban County as the result of an error HUD made in calculating the Fiscal Year 2020-2021 annual allocation. This additional funding was proportionally awarded, through contract amendments, to the non-profits awarded the annual funding allocation of CDBG-PSG.
The contract amendments authorizing the use of the additional $142,966 extended the expenditure deadline for all CDBG PSG funding from June 30, 2021 to September 30, 2021 in accordance with HUD allowances for the expenditure of funding.

For Fiscal Year 2021-2022, a total of $196,713 in ESG funds were allocated based on the FY 2020-2021 competitive grant process. A total of 45% of the grant awards went towards emergency shelter programs, 40% went toward homeless prevention and rapid re-housing program, 7.5% went towards funding data entry for the Homeless Management and Information System (HMIS), and the remaining 7.5% went to Stanislaus County for the administration of the ESG program. Over 483 homeless persons, or persons at-risk of becoming homeless, were assisted with overnight shelter, emergency food, and housing stability assistance throughout Fiscal Year 2021-2022.

In addition to the annual CDBG and ESG entitlement funding, a total of $1,087,198 in CDBG CV1 and $628,846 in ESG CV1 funding were also allocated through a competitive grant process in Fiscal Year 2021-2022. A total of six (6) service providers received CDBG CV1 funding for public services and three (3) services providers received ESG CV1 funding.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Health Services Agency (HSA) of Stanislaus County is the lead agency for the identification, documentation, and prevention of lead poising in Stanislaus County. HSA works with referrals from schools and other agencies to test for lead-based paint hazards. During Fiscal Year 2021-2022, approximately 37 homes were tested and nine (9) were found to have contamination. If a housing unit is found to have lead-based paint, the abatement process and consequences of living in a home that is contaminated, is explained to the residents. The Stanislaus Urban County members provide lead-based paint information to all residents that participate in the down payment assistance and/or housing rehabilitation programs. If, during a housing rehabilitation, a housing unit is found to have any lead-based paint issues, information on the dangers of lead-based paint are provided to the property owner and lead abatement is conducted as part of the rehabilitation work. Every effort is made to provide a safe and healthy housing opportunity for clients participating in Stanislaus Urban County funded housing assistance programs.

During Fiscal Year 2021-2022, no activities necessitating the need to test for lead-based paint were undertaken.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

To reduce the number of persons living under the poverty level, the Stanislaus Urban County has continued its partnership with other local entitlement jurisdictions, agencies, and the CSOC to provide services and resources to families in need. As well as, provide a portion of CDBG and ESG funding, through a competitive process, to eligible non-profits that have a proven track record of assisting the homeless on their path towards employment and permanent housing.

During Fiscal Year 2021-2022, the Stanislaus Urban County allocated a total of $245,352 in CDBG PSG funds and $196,713 in ESG funds to non-profits for various programs aimed at assisting individuals and families experiencing homelessness or at risk of experiencing homelessness; and to assist low- and moderate- income individuals and families achieve self-sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The strategies identified in the Con Plan for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs is to: 1) continue to work collaboratively with service and shelter providers to identify and address gaps in the service delivery system; and 2) continue to invest time and resources to strengthen the entire CoC system and not one particular agency or organization.

During the Stanislaus Urban County's CDBG PSG and ESG program monitoring, agency-to-agency referrals are reviewed to verify that participants receiving services do not experience gaps in services as they strive to reach their goal of independence from the need of public services.

The CoC, locally recognized as the Stanislaus Community System of Care (CSOC), is a dedicated network of service providers, consumers, and government agencies that work collaboratively to identify where gaps exist and how they can be best addressed. The CSOC continues working to improve coordination among service providers and to further enhance the Coordinated Entry System (CES). The main goal of the CES is to assist service providers to tracking and responding to the needs of individuals that seek services. To date, only a limited number of service providers utilize the HMIS coordinated entry system component to track clients and report program accomplishments.

Building the capacity of non-profits continues to be an important issue for the Stanislaus Urban County and other entitlement jurisdictions (the cities of Modesto and Turlock). The Stanislaus Urban County has partnered with both the cities of Modesto and Turlock to provide technical assistance and trainings to local service providers in the areas of: client screening, HMIS data collection, and basic case management requirements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Stanislaus Urban County recognizes it cannot work alone in achieving the goals outlined in the Con Plan. Therefore, the Stanislaus Urban County participates with and coordinates with the following collaboratives and public housing agency in order to better serve and coordinate the needs of the community:

Turlock Community Collaborative

This collaborative was formed to deal with homeless issues facing Turlock. A group is comprised of concerned community members, faith-based groups, and government agencies working together to deal with issues concerning the homeless and the community.

Stanislaus Community System of Care (CSOC)

The CSOS, the locally recognized CoC, is a collaborative comprised of local government agencies, shelter providers, housing and housing counseling services providers, faith-based organizations, and over a dozen housing and supportive service providers. The Stanislaus County's Community Services Agency (CSA), serving as the Collaborative Applicant (CA), assists the CSOC to coordinate with service providers, law enforcement, and community members to conduct the County's annual Homeless Point in Time (PIT) Count. During Fiscal Year 2021-2022, the Stanislaus Urban County continued to participate in efforts to improving the functionality of the CSOC's HMIS, including the CES component, and to update the CES policies and procedures. Fiscal year efforts have also included working with the CSOC's CA on the operations of the HMIS in order to meet HUD's mandate that all ESG program participants are part of and actively entering pertinent universal data elements into the HMIS.

Stanislaus Regional Housing Authority (SRHA)

The SRHA and Stanislaus County have a strong relationship and continue to work towards furthering decent, safe, and affordable housing throughout the County. The County funds several programs such as the Housing Rehabilitation program and Emergency Sewer Lateral Connection program that SRHA administers. The SRHA also serves on several housing and community development related committees for the County.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

In Fiscal Year 2021-2022, Project Sentinel responded to a total of 599 calls for landlord/tenant mediation and fair housing information within the Stanislaus Urban County area. A total of 14 fair housing cases and 43 tenant/landlord cases were handled by the agency during the fiscal year. Additionally, Project Sentinel fielded 313 fair housing information and service referral calls, benefiting 929 residents. In addition to fair housing services, HUD entitlement jurisdictions are asked to report on any fair housing investigations that may be conducted during the year in the CAPER. The U.S. Department of Justice, through their Fair Housing Testing Program, contracts out with fair housing agencies to conduct testing separate from their service agreements with any jurisdiction. Project Sentinel conducted no fair housing tests within the Stanislaus Urban County in Fiscal Year 2021-2022.

Additional Actions Taken to Address Obstacles to Meeting Underserved Needs

Some non-profits and community organizations may not be familiar with the HUD funding grant process and other funding resources that may be available to them. As a result, many organizations and non-profits have not used HUD funds and other types of financial assistance. In Fiscal Year 2021-2022, the Stanislaus Urban County, working collaboratively with agencies familiar with HUD processes, continued to share program and funding information with service providers and grassroots organizations throughout the community in an effort to better meet the underserved needs of the community.

An annual Notice of Funding Availability (NOFA) is announced for the release of CDBG and ESG funds for the Public Service Grant cycle. The NOFA included an announcement of a mandatory Grant Technical Workshop and timeline for the upcoming grant cycle. The NOFA was advertised in the local newspaper, The Modesto Bee, in English and Spanish. An e-mail was sent out to all past and current grantees and applicants that had applied in the last five years. County staff also announced the NOFA at the local CSOC meeting, distributes a reminder, and e-mailed the local CSOC agencies a NOFA announcement. County staff coordinated with its Stanislaus Urban County members to distribute the NOFA announcement to service providers working in their respective cities. It is through the funds awarded in these NOFAs that the Stanislaus Urban County is able provide much needed services to underserved communities.

County staff annually holds a Grant Technical Workshop, to release the upcoming grant application and explains the grant requirements. The workshop provides an opportunity for questions and answers, and County staff is available via phone, in person, and by e-mail to answer questions throughout the grant application process. Once grant awards are announced, the County also requires grantees to attend a Grantee Technical Workshop prior to receiving their agreements. In the workshop, the policies, procedures, program regulations, requirements, and obligations of the grant are explained. All grantees receive the information covered in the workshop via email. During Fiscal Year 2021-2022, all workshops continued to be conducted online due to COVID 19 safety precautions instead of in person meetings.

Technical assistance is ongoing in an effort to provide every opportunity for staff to respond to inquiries and concerns. Reference, guidance, and support materials are provided upon request, either at the Planning and Community Development department office, or via the internet. The Stanislaus Urban County is constantly looking for ways to encourage public and private partnerships and joint ventures between non-profit and for-profit housing developers.

CR-40 - Monitoring 91.220 and 91.230

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

Stanislaus County regularly monitors progress on activities to ensure compliance with program requirements. Evaluation takes place during the application and funding process, and after agreements have been executed. Funding and service agreements set clear performance measures, reporting procedures, timeliness, and budgets against which goals are measured. County staff regularly monitors compliance with contracting requirements and performance goals through the implementation and review of quarterly performance reports, reimbursement requests and desk and on-site monitoring. Due to COVID 19 restrictions, on-site monitoring performed during the fiscal year was limited and alternative methods, such as video conference calls in combination with desk audits, were utilized to verify and confirm that grant funds are and were used in an eligible and appropriate manner.

County staff hosts a quarterly meeting with representatives of all the members of the Stanislaus Urban County to review financial items, update activity statuses, and to provide training on compliance

For Stanislaus Urban County Infrastructure projects, County staff reviews quarterly project progress reports, Request for Funds (RFF) forms, and budget activity printouts, which identify the total funds used by all jurisdictions during a given month. County staff also verify and cross-references the information on department's monthly budget activity reports. On and off-site monitoring visits are also held quarterly to track expenditure of funds as well as to ensure compliance with federal requirements such as labor standards enforcement (i.e., certified payroll and worker interviews) and Section 3 requirements.

For non-profits awarded CDBG PSG and ESG funds, County staff conducts an initial technical workshop with all awarded agencies to provide a comprehensive overview of the quarterly reporting, request for funds, and monitoring processes and requirements. County staff is available to awarded agencies during regular business hours to address technical concerns and questions as they arise. Non-profits that reach a certain performance threshold become eligible for bi-annual monitoring reviews in place of the quarterly reviews.

Under the ESG program, County staff reviews quarterly ESG statistical tables, narratives, HMIS activity reports, RFF forms and budget printouts, which identify the total funds used/requested by each grantee during that reporting period. \ ESG funded agencies are provided with ongoing HMIS system training. As part of the ESG monitoring process, only 50% of the costs related to the project are reimbursed, as the remainder of the costs is paid by non-ESG match funding sources (i.e., local unrestricted donations). In this manner, the subrecipient in turn ensures that dollar-to-dollar matching requirements are satisfied by paying the remainder of the expenses from non-ESG sources.

Citizen Participation Plan. 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The following public comment period, community meeting and public hearing information provided in italics is for public notification purposes and will not be included as part of the final CAPER submitted to HUD:

Public hearing period: September 2, 2022 to September 19, 2022. Written public comments must be submitted to the Stanislaus County Planning and Community Development Department by 4:30 p.m. on Monday, September 19, 2022.

As part of the CAPER process the following community meetings are being held:

Virtual Meeting Options

September 10, 2022, at 10:00 a.m., *via Zoom video conferencing at:*
https://us06web.zoom.us/j/89238588834?pwd=U2I1SUZXaFdrOEtqTUl0N25CNFBIdz09

Meeting ID: *892 3858 8834* ***Passcode:*** *7Pqkgx*

Join by phone: *+1 669 444 9171 US*

Meeting ID: *892 3858 8834* ***Passcode:*** *251891*

September 13, 2022, at 5:00 p.m.*, via Zoom video conferencing at:*
https://us06web.zoom.us/j/81037932919?pwd=WDFDSnVGSURubmhZWEFrQ3Q4YkRZQT09

Meeting ID: *810 3793 2919* ***Passcode:*** *ct0M7Y*

Join by phone: *+1 669 444 9171 US*

Meeting ID: *810 3793 2919* ***Passcode:*** *456994*

Live Meeting Option

September 14, 2022, at 5:30 p.m., *1010 10th Street, Basement Training Room, Modesto, CA 95354.*

This section of the draft CAPER is presented in a past tense to reflect the version of the final CAPER to be considered for adoption:

A Notice of Public Hearing and Document Availability was released in accordance with the Stanislaus Urban County's Citizen Participation Plan advising residents of the availability of the draft CAPER for a 15-day public review period. The notice was published in both English and Spanish on September 1, 2022 in The Modesto Bee, defining the CAPER review process and how persons, agencies, and interested groups may participate; as well as instructions on how to submit written comments. As part of the public review process, notice of the Draft CAPER was also distributed electronically to the CSOC and to persons registered through the County's StanAware electronic notification system. The Draft CAPER was also made available for public review via the County's Planning and Community Development Department website and copies of the Draft CAPER were made available for review at the Planning Departments of all the Stanislaus Urban County participants.

A community meeting and public hearing were held in accordance with the Stanislaus Urban County's Citizen Participation Plan. Notice of the meeting and hearing was sent out through the County's StanAware electronic notification system, the CSOC list serve, and provided by email to community members that have expressed interest in the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes in the Stanislaus Urban County's program objectives occurred during Fiscal Year 2021-2022.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

CR-60 - ESG 91.520(g) (ESG Recipients Only)

ESG Supplement to the CAPER in *e-snaps*
For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	STANISLAUS COUNTY
Organizational DUNS Number	073136772
EIN/TIN Number	946000540
Identify the Field Office	San Francisco
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Turlock/Modesto/Stanislaus County CoC

ESG Contact Name

Prefix	Ms.
First Name	Angela
Middle Name	-
Last Name	Freitas
Suffix	-
Title	Planning and Community Development Director

ESG Contact Address

Street Address 1	1010 10th Street
Street Address 2	Suite 3400
City	Modesto
State	CA
ZIP Code	95354
Phone Number	209-525-6330
Extension	-
Fax Number	209-525-5911
Email Address	Angela@stancounty.com

ESG Secondary Contact

Prefix	Mrs.
First Name	Ana
Last Name	San Nicolas
Suffix	-
Title	Community Development Manager
Phone Number	209-525-6330
Extension	-
Email Address	Sannicolasa@stancounty.com

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2021
Program Year End Date	06/30/2023

3a. Subrecipient Form – Complete one form for each subrecipient

Fiscal Year 2021 ESG FUNDS

Subrecipient or Contractor Name: STANISLAUS COUNTY-Administration
City: Modesto
State: CA
Zip Code: 95354-0859
DUNS Number: 073136772
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Unit of Government
ESG Subgrant or Contract Award Amount: $15,949

Subrecipient or Contractor Name: COMMUNITY HOUSING AND SHELTER SERVICES-HMIS Data Collection
City: Modesto
State: CA
Zip Code: 95354-3436
DUNS Number: 835658782
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $15,959

Subrecipient or Contractor Name: FAMILY PROMISE OF GREATER MODESTO - Homeless Prevention, Rapid Re-Housing and Shelter
City: Modesto
State: CA
Zip Code: 95358-9803
DUNS Number: 023267225
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
***ESG Subgrant or Contract Award Amount:** $90,382

Subrecipient or Contractor Name: WE CARE PROGRAM -TURLOCK-Emergency Shelter Program
City: Turlock
State: CA
Zip Code: 95380-5413
DUNS Number: 179569772
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $90,382

Reporting Period

Program Year Start Date 07/01/2020
Program Year End Date 06/30/2022

Fiscal Year 2020 ESG FUNDS - Year 2 Carry-Over
***Starting Balance as of July 1, 2021 for grant awarded in Fiscal Year 2020.**

Subrecipient or Contractor Name: STANISLAUS COUNTY-Administration
City: Modesto
State: CA
Zip Code: 95354-0859
DUNS Number: 073136772
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Unit of Government
***ESG Subgrant or Contract Award Amount:** $0

Subrecipient or Contractor Name: COMMUNITY HOUSING AND SHELTER SERVICES-HMIS Data Collection
City: Modesto
State: CA
Zip Code: 95354-3436
DUNS Number: 835658782
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
***ESG Subgrant or Contract Award Amount:** $2,623.28

Subrecipient or Contractor Name: WE CARE PROGRAM -TURLOCK-Emergency Shelter Program
City: Turlock
State: CA
Zip Code: 95380-5413
DUNS Number: 179569772
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
***ESG Subgrant or Contract Award Amount:** $0

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention activities.

Number of Persons in Households	Total
Adults	5
Children	12
Don't Know/Refused/Other	0
Missing Information	0
Total	**17**

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing activities

Number of Persons in Households	Total
Adults	7
Children	13
Don't Know/Refused/Other	0
Missing Information	0
Total	**20**

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	312
Children	39
Don't Know/Refused/Other	95
Missing Information	0
Total	446

Table 10 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**0**

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	324
Children	64
Don't Know/Refused/Other	950
Missing Information	0
Total	**483**

Table 12 – Household Information for Persons Served with ESG

5. Gender—Complete for all activities

Gender	Total
Male	327
Female	60
Transgender	1
Don't Know/Refused/Other	95
Gender Non-Confirming	1
Missing Information	0
Total	**483**

Table 13 – Gender Information

6. Age—Complete for all activities

Age	Total
Under 18	64
18-24	18
25-61	270
62 and Over	36
Don't Know/Refused/Other	95
Missing Information	0
Total	**483**

Table 14 – Age Information

7. Special Populations Served—Complete for all activities

Subpopulation	Total	Total Persons Served – Homeless Prevention	Total Persons Served – Rapid Re-Housing	Total Persons Served in Emergency Shelters
Veterans	16	0	0	16
Victims of Domestic Violence	57	2	3	52
Elderly	36	0	0	36
HIV/AIDS	3	0	0	3
Chronically Homeless	166	0	0	166
Persons with Disabilities:				
Severely Mentally Ill	10	4	3	3
Chronic Substance Abuse	4	0	1	3
Other Disability	5	1	1	3

Table 15 - Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

8. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	17,885
Total Number of bed-nights provided	16,530
Capacity Utilization	90%

Table 16 - Shelter Capacity

9. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

Stanislaus County regularly updates and utilizes a CDBG and ESG program Desk Guide for subrecipients. This guide was developed and is updated in consultation with the local CoC. The Desk Guide covers both federal and state ESG funds administered by Stanislaus County. Under the CDBG and ESG program, County staff track the progress of individual subrecipients in fulfilling goals and objectives set forth in the Con Plan in order to ensure that programs remain on task. Tracked data is reviewed and entered into the IDIS system on a semiannual basis. If tracked data falls short of the goals and objectives set forth, appropriate adjustments will be made, and notification sent to the respective subrecipients to make them aware of milestones and timeliness needing to be met in order to ensure continued receipt of funding.
The coordinated monitoring process has been established to verify and confirm that grant funds have been used in an eligible and appropriate manner for each and every program funded with CDBG and ESG funds.

County staff reviews quarterly ESG statistical tables, narratives, HMIS activity reports, Request for Funds forms, and budget printouts, which identify the total funds used/requested by each subrecipient during that reporting period. County staff also verifies and cross-references the information on the quarterly budget activity reports. Monitoring visits are also scheduled quarterly by County staff for each grantee to ensure appropriate expenditure of funds. As part of the ESG monitoring process, invoices and accompanying receipts are reviewed for reimbursement eligibility. Once eligibility is confirmed, 50% of the costs related to the project are reimbursed, as the remainder of the costs are paid by a non-ESG match funding sources (i.e., local unrestricted donations). In this manner, the subrecipient in turn commits their dollar-to-dollar match by paying the remainder of the expenses from non-Federal sources.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date:	September 13, 2022
Subject:	**Resolution** Approving the American Rescue Plan Act Spending Plan for 2022
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution approving the allocation of American Rescue Act funding that has been received by the City of Riverbank in 2022.

SUMMARY:

On August 23, 2022 the City Council held a workshop to provide feedback on the allocation of funds received from the American Rescue Plan. Tonight's action would officially allocate funds based on the direction received.

BACKGROUND:

On March 11, 2021 President Joe Biden signed into law the American Rescue Plan Act of 2021 (also called the COVID-19 Stimulus Package/American Rescue Plan). The intent of the legislation is to speed up the recovery of the Country as the United States recovers (and continues to struggle) from the effects of the COVID-19 pandemic. The funding package includes approximately $1.9 trillion in anticipated funding. Of that amount, $65 billion is allocated as direct aid to every City, Town, or Village across the country. The City's are split into two categories, entitlement cities (metropolitan – City's over 50,000 in population) and non-entitlement units of local government (the City of Riverbank fits into this category). For non-entitlement jurisdictions American Rescue Plan funds were distributed by the state governments in which the City is located. Riverbank has been allocated **$5,952,064.00** in funding under the legislation. Half of that funding was made available in July 2021 with the other half available as of July 2022.

Over the course of several months, the Department of the Treasury worked closely with the National League of Cities to ensure that the funds could be used by local jurisdictions in areas that were the most affected by COVID-19 including:

- Support the COVID-19 Public Health and Economic Response
- Replace Lost Public Sector Revenue
- Provide Premium Pay for Eligible Workers Performing Essential Work
- Invest in Water, Sewer, and Broadband Infrastructure
- Affordable Housing (recently added)

Within each category there is broad discretion for local communities to determine the best use of the funds to improve and recover from the impacts of the COVID19 pandemic. With that said, the Department of Treasury has stated there are five specific categories of ineligible uses which are:

- Federal Matching Requirements
- Premium Pay
- Pensions (or pension liabilities)
- Infrastructure not directly related to the American Rescue Plan/Act
- Rainy Day Funds, Financial Reserves, and Outstanding Debt

SPENDING PLAN:

Council has been strategically allocating funds to a variety of projects, including a large energy efficiency project throughout the City. Changes to the Final Rule from the Treasury allows cities to dictate that the funds fall under the "replace lost public sector revenue" which allows for a greater flexibility in the use of the funds other than those that were specifically listed.

Based on the feedback received from the City Council, staff has prepared the American Rescue Plan Act Spending Plan (Attachment A) which includes several new projects such as:

1. Park Improvements: Jacob Myer Park, and new parks
2. Infrastructure Improvements: RPS Fencing, 7th Street Storm Drain
3. Property Purchase: Downtown Parking Lot
4. Grant Programs: Downtown Façade, Non-Profit Grants, VOLT Grants
5. Other: Social Media Branding

Several of the highlighted projects in the spending plan are awaiting an updated engineer's estimate and proposed allocations are tentative. These amounts will be updated as bids are received, and contracts are awarded. In addition, projects that may require a review or discussion of Program Guidelines will be brought forward to Council for consideration. This will apply to programs listed as "Grant Programs."

ATTACHMENTS:

1. Draft Resolution 2022-
2. Exhibit A: Spending Plan

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA ADOPTING THE AMERICAN RESCUE PLAN ACT SPENDING PLAN

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, on March 11, 2021 President Joe Biden signed into law the American Rescue Plan Act of 2021**;** and

WHEREAS, the intent of the legislation was to speed up the recovery of the Country as the United States recovered from the economic effects of the COVID-19 pandemic**;** and

WHEREAS, the City, as a non-entitlement unit, received $5,952,064 in American Rescue Plan Act funds which were disbursed by the State of California**;** and

WHEREAS, since July 2021 the City Council has been making strategic allocations for the use of the funds including an energy efficiency project**;** and

WHEREAS, after discussion and feedback from the City Council at its August 23, 2022 Council meeting an official Spending Plan, incorporated here as Exhibit A, was developed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby adopt the American Rescue Plan Act Spending Plan.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**
____________________________	____________________________
Gabriela Hernandez **City Clerk**	**Richard D. O'Brien** **Mayor**

Attachment(s): ***Exhibit A: American Rescue Plan Act Spending Plan***

EXHIBIT A

ATTACHMENT 2

AMERICAN RESCUE PLAN ACT OF 2021

City of Riverbank Spending Plan

Funding Received

Allocation 1 -July 2021	$2,976,032.00
Allocation 2 -July 2022	$2,976,032.00
Total Funding	**$5,952,064.00**

Total Funding Received	$5,952,064.00
Current Spending Plan Allocations	$5,176,788.49
Unallocated Balance	**$775,275.51**

Park/Public Space Improvements

	Projected Cost	Actual Cost	Difference
Jacob Myers Parking Lot	$214,000.00	$0.00	$214,000.00
JMP Trail Expansion	$51,500.00	$0.00	$51,500.00
Jackson/Stanislaus Park Site	$200,000.00	$0.00	$200,000.00
Plaza Del Rio Audio Projects	$18,000.00	$0.00	$18,000.00
Downtown Lighting Impr.		$0.00	$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Subtotal	**$483,500.00**	**$0.00**	**$483,500.00**

Infrastructure

	Projected Cost	Actual Cost	Difference
Energy Efficiency Project	$2,000,000.00	$569,913.73	$1,430,086.27
Well/Lift Station Security	$16,050.00	$16,050.00	$0.00
Fencing - RPS	$250,000.00	$0.00	$250,000.00
7th Street Storm Drain	$400,000.00	$0.00	$400,000.00
EV Charging Stations (Infrastructure Only)	$40,000.00	$0.00	$40,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Subtotal	**$2,706,050.00**	**$585,963.73**	**$2,120,086.27**

Property Purchase/Improvements

	Projected Cost	Actual Cost	Difference
Sierra House Shelter	$321,884.87	$321,884.87	$0.00
Jackson/Stanislaus Property	$551,416.25	$551,416.25	$0.00
Downtown Parking Lot	$425,000.00	$0.00	$425,000.00
		$0.00	$0.00
		$0.00	$0.00
Subtotal	**$1,298,301.12**	**$873,301.12**	**$425,000.00**

COVID-19 Mitigation

	Projected Cost	Actual Cost	Difference
Staff Time	$2,457.33	$2,457.33	$0.00
PPE/Mitigation Improvemen	$17,882.56	$17,882.56	$0.00
Premium Pay	$197,597.48	$197,597.48	$0.00
		$0.00	$0.00
		$0.00	$0.00
Subtotal	**$217,937.37**	**$217,937.37**	**$0.00**

Grant Programs

	Projected Cost	Actual Cost	Difference
Downtown Façade Program	$210,000.00	$0.00	$210,000.00
Non-Profit Grants	$140,000.00	$0.00	$140,000.00
VOLT Program Grants	$121,000.00	$0.00	$121,000.00
Turf Replacement Program		$0.00	$0.00
Subtotal	**$471,000.00**	**$0.00**	**$471,000.00**

Other

	Projected Cost	Actual Cost	Difference
Social Media/PI Branding		$0.00	$0.00
Translation Services		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Subtotal	**$0.00**	**$0.00**	**$0.00**

RIVERBANK CITY COUNCIL/ LOCAL REDEVLOPMENT AUTHORITY

AGENDA ITEM NO. 11.4

SECTION 11: NEW BUSINESS

Meeting Date:	September 13, 2022
Subject:	Authorize the City Manager to Submit an Application for Grant Funding under the CalOES Building Resilient Infrastructure and Communities (BRIC) program, Direct the City's On-Call Utility Engineer to prepare a Grant Application and Preliminary Design Documents and to Repair and Reinstall the existing Well Pump, and Negotiate the Cost and Fee for such Services Not to Exceed $290,000 for Well #10.
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Riddell, Public Works Director

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to submit an application for grant funding to the California Department of Emergency Services (CalOES) for design and construction of a nitrate treatment system for the City's Well No. 10 and direct the City's on-call Utility Engineer Kjeldsen, Sinnock & Neudeck, Inc. (KSN) to prepare grant application documents and associated preliminary engineering at a cost not to exceed $290,000.

SUMMARY

Since October 2021, Well #10 was taken offline due to a rapid rise in nitrate concentration. Investigations of modification to Well No. 10 to reduce its nitrate concentration and avoid wellhead treatment have not been successful. Preliminary estimates of construction wellhead treatment are approximately $4.3 million. Proceeding with designing and constructing wellhead treatment for nitrate at Well No. 10 has been identified to be necessary following the test pumping authorized by the City Council at the June 14, 2022, council meeting. Modifying the operation of the well to avoid treatment, and being able to produce water meeting the drinking water standard for nitrate, has been found to not be feasible and therefore proceeding with design and construction of wellhead treatment is recommended. Bringing Well No. 10 back on-line as quickly as possible is critical to meet peak water demands. Staff is proposing the submittal of an application to CalOES for grant funding under the Building Resilient Infrastructure and Communities (BRIC) program since the need for this level of capital investment was not previously identified. The expected cost of preparing the BRIC grant application, preparing associated preliminary engineering, and repairing and reinstalling the Well No. 10 pump is anticipated to be no more than $290,000. These services will be performed under the existing January 12, 2022 On-Call Utility Engineering Contract between the City of Riverbank and KSN.

Well No. 10 has experienced a rapid rise in nitrate concentration, a constituent with a primary drinking water standard of 10 mg/L as nitrogen (this is the basis of all nitrate results reported in this document). Since October, a series of activities have been undertaken by the City to investigate the potential source of nitrate and assess if modifications to the well or its operation could reduce concentrations to the point that the well could be put back on-line. While well flow and water quality profiling earlier this year were promising, the recent pumping testing show that only marginal improvements in nitrate concentrations can be achieved and that the well would not meet drinking water standards. Because of this result and to bring this critical water supply back on-line as soon as possible, as well as avoid abandoning the significant capital investment at this site proceeding with design and construction of wellhead treatment for nitrate removal is recommended. Preliminary estimates of constructing wellhead treatment using ion exchange, as described below, is approximately $4.3 million.

Since this capital improvement was not foreseen and not planned for and the operation of Well No. 10 is critical to the City supplying water under peak demand conditions, Staff recommends that an application be made to the California Office of Emergency Services (CalOES) Building Resilient Infrastructure and Communities (BRIC) grant program funded by the Federal Emergency Management Agency (FEMA). The goal of applying for this grant assistance would be to defray a portion of the cost, up to 75% - 90% of the project cost for design and construction. There is the potential that some of the cost of investigating the well to date could be covered under the BRIC grant program as well. To prepare for this project proceeding towards design and construction, repair of the well and pump and reinstallation of the pump modified to draw from a deeper zone is recommended.

Costs for repair of the well and repair and modification of the well pump are being collected, with a currently estimated cost of $170,000. Submittal of a Notice of Interest in applying for BRIC grant funding is due September 16, 2022, therefore it is recommended that the City Council authorize:

1. Preparation and application of a Notice of Intent and Application to CalOES for funding of the Well No. 10 Nitrate Treatment Project under the BRIC program.
2. Authorize repair of the well and well pump, including modification and reinstallation of the pump; and
3. Engineering services for preparation of preliminary design documents and Notice of Intent and grant application documents for submittal to the CalOES BRIC grant program.

BACKGROUND

City staff has conducted a series of actions and investigations to assess if the operation of the well could be modified to reduce the concentration of nitrate in the well and ultimately allow it to be used to provide water to the City's system. The actions taken to-date include:

1. Early after the well was identified as exceeding the drinking water standard for nitrate, City staff began pumping the well to waste (with the well isolated from the potable water system) in an attempt to flush out what might have been a transitory slug of nitrate containing water to the well. This early flushing resulted in mixed results with initial clearing of the well to below the drinking water standard for nitrate and then an increase in concentration to above the drinking water standard.
2. Following this initial flushing, the City conducted a flow and water quality profiling of the well, where both flow and water quality parameters are measured from the individual production zones of the well, with Well No. 10 having seven (7) different production zones consisting of four screened sections in an upper aquifer and three screened sections in a lower aquifer (separated by an intermediate seal). This flow and water quality profiling resulted in the following:
    a. Identification of a hole in the existing 2-inch diameter sounding pipe at approximately 125 feet below the ground surface, with an observed flow into the well and a high nitrate concentration of nitrate at 36.8 mg/L as N.
    b. The uppermost screened zone from 165 to 185 feet was noted as producing about 26% of the well production and had an estimated nitrate concentration of approximately 17.6 mg/L as N (based on field sampling data).
    c. The second shallowest screened zone from 210 to 230 feet was noted as producing about 5.6% of the well production and had an estimated nitrate concentration of approximately 24.0 mg/L as N (based on field sampling data).
    d. The remaining deeper five screened zoned (producing the remaining 68.7% of the well total) had nitrate concentrations well less than the 10 mg/L drinking water limit and other monitored constituents of concern were not above their respective drinking water limits.
3. Because the flow and water quality profiling suggested that lower zones of the well might produce water with concentrations of nitrate less than the drinking water standard of 10 mg/L, the City council authorized a testing program to confirm that modifications to the well and/or its operation could result in producing acceptable water quality and therefore the well could be brought on-line within a very short amount of time. The results if this last testing were available the last week of August (following cleaning and test pumping of the well in July and August) and indicate that changed operation of the well will not produce water with acceptable levels of nitrate. The results of this testing are summarized as follows:
    a. After isolating the upper portion of the well (the sounding pipe and upper 165-to-185-foot screened zone) the well was pumped for 24 hours and a resultant combined nitrate concentration of 15.6 mg/L was observed, above the drinking water standard of 10 mg/L.
    b. The test pump and isolating packer we lowered to isolate the upper two screened zones (from 165-185 and 210-230 feet below the ground surface) and the well was pumped again for 24 hours. A resulting combined nitrate concentration of 14.6 mg/L was observed, still above the drinking water standard.

c. The test pump was then lowered to below the upper four screened zones and the intermediate seal to assess if water quality meeting the nitrate drinking water standard could be obtained from the lowest three pump zones (previous studies suggested that groundwater nitrate in these zones would be less than 5 mg/L). This lowest zone was first pumped for 24 hours, and field measurements of nitrate observed at above the drinking water standard of 10 mg/L. A sample was collected for laboratory analysis at reaching the 24-hour pumping point. Additional pumping for another 20 hours was conducted, and field measurements suggested a decline in groundwater nitrate concentration. A second sample was collected for laboratory analysis at the conclusion of nearly 42 hours of pumping. The results of these two laboratory samples were 14.6 and 14.8 mg/L, respectively.

To date the City has expended approximately $332,000 on the above efforts, however approximately $100,000 of that cost is associated with maintenance of the well that would be implemented on a 5-to-10-year cycle. This effort and cost have been expended with the goal of avoiding significantly higher capital and on-going operation and maintenance costs of providing wellhead treatment.

The recent test pumping of Well No. 10 indicates that modifying the well operation or blanking off the upper screened zones will not result in a reduction of well combined nitrate as previously indicated by the flow and water quality profiling. The reason for this difference in actual results from what was expected is not certain but could include:

- Mixing within the well screened sections and/or mixing through imperfections in the intermediate seal.
- A continuing process of nitrate migration into the well and aquifer at multiple levels, initially shown to be limited to shallow depths above approximately 230 feet to now the deeper zones.

Results of this testing have been reviewed with the Division of Drinking Water of the State Water Resources Control Board (DDW) and under the current conditions the well cannot be brought back into production for the water system. Also following a review of available background information developed by the City of Modesto, the City of Riverbank's experience with Well No. 10 is similar to what is being observed with many municipal wells in the north-central part of the groundwater basin, where it is suspected that high nitrate groundwater is migrating into the deeper aquifers and that this process may be exacerbated by the decline in groundwater levels in the region.

In order to restore the lost water supply capacity provided by Well No. 10 as soon as possible and to continue to take advantage of the significant assets the City has in the existing Well No. 10 site and well and site improvements, construction of wellhead treatment is recommended. In consultation with KSN and the DDW, it is recommended that the City pursue implementation of an ion exchange treatment system for Well No 10 due to ion exchange being recognized as one of the best available technologies for nitrate removal by the DDW and other comparable technologies being known to be more expensive to implement at the scale and location of the City and Well No. 10.

Since contamination of Well No. 10 by nitrate was not foreseen and the need for a major capital improvement not planned for, Staff recommends pursuing grant funding to cover a significant portion of the cost of remedial actions to bring the well back on-line. The table below presents a reconnaissance level cost estimate of adding nitrate treatment to the Well No. 10 site based on using ion exchange. Assuming a project that goes to construction by mid-2023 and a project that is categorically exempt, the estimated total capital cost of adding wellhead treatment is approximately $4.3 million.

Project Budget Item	Units and Pricing		Quantity	Extended Cost
	Units	$/Unit		
Well and Pump Repair and Modifications	LS	$170,000	1	$170,000
Pre-Filter System	EA	$24,000	2	$48,000
Ion Exchange Treatment System	EA	$510,000	1	$510,000
Waste Brine Storage System	LS	$390,000	1	$390,000
On-Site Ion Exchange Regeneration System	LS	$40,000	1	$40,000
Shade Canopy	Ft^2	$60	3,000	$180,000
Chemical Feed System	LS	$25,000	1	$25,000
Process Mechanical (as percentage of total cost)	15%			$204,000
Site Civil Improvements (as percentage of total cost)	15%			$204,000
Structural Improvements (as percentage of total cost)	5%			$68,000
Electrical Improvements (as percentage of total cost)	15%			$204,000
Instrumentation and SCADA Improvements (as percentage of total cost)	5%			$68,000
Base equipment, Materials, and Labor Subtotal (rounded):				**$2,111,000**
General Conditions (Division 01 Requirements)	10%			$211,000
			Subtotal:	**$2,322,000**
Escalation to Midpoint of Construction (5% per year)	5%			$105,000
			Subtotal:	**$2,428,000**
Contractor Overhead	8%			$169,000
			Subtotal:	**$2,597,000**
Contractor Profit	8%			$169,000
			Subtotal:	**$2,766,000**
Bond and Insurance	3%			$63,000
			Subtotal:	**$2,829,000**
Contingency	30%			$633,000
			Subtotal:	**$3,462,000**
Total Probable Construction Cost:				**$3,462,000**
Engineering	10%			$346,000
Environmental	1%			$34,600
Permitting	1%			$34,600
Construction Management	10%			$346,000
Legal	1%			$34,600
Admin	2%			$69,200
Total Probable Project Cost:				**$4,327,000**

FINANCIAL IMPACT

Construction of wellhead treatment at the Well No. 10 site has an estimated capital cost of $4.3 million. The cost of investigation and maintenance of Well No. 10 to date has been approximately $332,000. If successful, grant funding could reduce the cost to the City for implementing wellhead treatment from a total of $4.3 million to $1.1 to $0.4 million, depending on the level of grant funding obtained. Near-term actions to proceed with preliminary design of wellhead treatment, repair of the existing well and well pump, and modifying and reinstalling the well pump is expected to be no more than $290,000, which includes a 10% contingency on the well and pump modification work, would be appropriated from the City's Water Enterprise Fund.

ATTACHMENTS

1. Draft Resolution 2022-

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE A TASK ORDER WITH KSN, INC. FOR REPAIR OF THE WELL AND PUMP IN WELL NO. 10, PREPARATION OF PRELIMINARY DESIGN FOR WELLHEAD TREATMENT, AND TO PREPARE AND SUBMIT A GRANT APPLICATION FOR PROJECT FUNDING, AND AUTHORIZE A BUDGET APPROPRIATION OF $290,000 FROM THE WATER FUND RESERVES FOR SAID CONTRACT

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, in October of 2021 nitrate concentrations in Well No. 10 increased above the drinking water standard requiring this well to be isolated form the City potable water system; and

WHEREAS, the Division of Drinking Water of the State Water Resources Control Board issued Compliance Order No. 01-1021R-003 requiring the City to take certain actions to address water supply and the nitrate content of Well No. 10; and

WHEREAS, City Council previously authorized expenditure up to approximately $332,000 for remedial actions with the well and reporting to the Division of Drinking Water with the intent to determine if modified operation of the well would allow it to be reconnected to the potable water system; and

WHEREAS, the most recent testing of Well No. 10 has demonstrated that changing its construction and operation are not viable means to sufficiently reduce nitrate concentrations to below the drinking water standard; and

WHEREAS, design and construction of wellhead treatment has been determined to be necessary to allow Well No. 10 to be reconnected to the potable water system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to negotiate a Task Order under the On-Call Utility Engineering Contract between the City of Riverbank and KSN for utility engineering for repair of Well No. 10 and its pump, preparation of preliminary design documents for wellhead treatment to remove nitrate, and to prepare and submit an application for grant funding through the California Department of Emergency Services under the Building Resilient Infrastructure and Communities program, and appropriate $290,000 from the Wastewater Enterprise Fund for the estimated cost of this work.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of September, 2022; 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:**
______________________	______________________
Gabriela Hernandez	**Richard D. O'Brien**
City Clerk	**Mayor**