



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

AGENDA

TUESDAY, SEPTEMBER 27, 2016 – 6:00 P.M.

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

- CALL TO ORDER:** Mayor/Chair Richard D. O’Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O’Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O’Brien
 Vice Mayor/Chair Jeanine Tucker
 Council/Authority Member Darlene Barber-Martinez
 Council/Authority Member Cal Campbell
 Council/Authority Member Leanne Jones Cruz
- AGENDA CHANGES:** Mayor/Chair Richard D. O’Brien

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

1. PRESENTATIONS

Item 1.1: Proclamation for Walk to School Day on October 5, 2016.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the July 26, 2016, Regular City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the August 23, 2016, Special City Council Minutes.

Item 3.B-2: Approval of the August 23, 2016, Regular City Council and Local Redevelopment Authority Minutes.

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

Item 3.C: A **Resolution** Adopting by Reference FPPC Title 2, Division 6, California Administrative Code Sections 18730 and 18730.1, and the 2016 Conflict of Interest Code List of Designated City Positions, and the Related Economic Interest Disclosure Categories.

Item 3.D: A **Resolution** Approving the Updated 2016 Riverbank Street Tree Plan List.

LRA Item 3.E: **Out of State Travel Request for Local Redevelopment Authority Staff** – It is recommended that the Local Redevelopment Authority Board review and approve an out-of-state travel request for LRA Staff to attend a Base Reuse Forum hosted by the Association of Defense Communities (“ADC”).

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS There are no items to consider.

6. NEW BUSINESS

LRA Item 6.1: A **Resolution Approving a Supplemental Contract Amendment (#1) to the Existing Riverbank Industrial Complex Facility Management Services Contract with San Joaquin Engineering Solutions for Work on ESCA #2** – It is recommended that the

Local Redevelopment Authority (“LRA”) Board of Directors review and approve the proposed contract amendment to the existing facilities management agreement with San Joaquin Engineering Solutions (“SJES”) to include an amended scope of work (“SOW”) and budget adjustment to accommodate SJES assuming tasks associated with the environmental services cooperative agreement (“ESCA”) at the Riverbank Industrial Complex.

LRA Item 6.2: **Local Redevelopment Authority (LRA) Budget Report Fiscal Year End 2015-2016** – It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) receive and accept the fiscal year end 2015-16 LRA Budget Report.

Item 6.3: **A Resolution Authorizing the Expenditure of \$5,000 from the General Fund Reserve to Repair the Community Center Park Restroom** – It is recommended that the City Council consider adopting the Resolution authorizing the appropriation of \$5,000 from the General Fund Reserve for the repair of the Community Center Park Restroom.

Item 6.4: **Resolution Amending the Membership Limits of the Budget Advisory Committee and Establishing a \$50 Per Meeting Stipend** – It is recommended that the City Council adopt a Resolution amending the Membership limits of the Budget Advisory Committee and establishing a \$50 per meeting stipend for appointed members.

Item 6.5: **A Resolution Appointing Members and Alternates to the City of Riverbank Budget Advisory Committee** – It is recommended that the City Council approve by Resolution the Mayor-recommended appointment of Arlene Figueroa and Rob Christensen as members of the City of Riverbank Budget Advisory Committee and Cindy Fosi as Committee Member Alternate.

Item 6.6: **Consideration of the 2016 League of California Cities Annual Conference Resolution** – It is recommended that the City Council consider supporting the League of California Cities’ resolution, and determine the City of Riverbank’s position on the resolution so that Voting Delegate Councilmember Darlene Barber-Martinez, or Alternate Voting Delegate Leanne Jones Cruz, are prepared to represent the City’s position accordingly during the Annual Business meeting portion of the Conference.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Item 7.2: Council/Authority Member Comments

Item 7.3: Mayor/Chair Comments

8. CLOSED SESSION

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

LRA Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (2) potential cases

LRA Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 Pursuant to Government Code Section 54956.8
 Property: 062-031-005
 Agency Negotiator: Debbie Olson, LRA Executive Director
 Property Negotiator: TBD, Aemetis, Inc.

Item 8.3: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 Pursuant to Government Code Section 54956.8
 Property: 6612 Central Avenue (APN 062-20-17)
 Agency Negotiator: Marisela Garcia, Interim City Manager
 Property Negotiator: Daniel Vidal

Item 8.4: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
 Pursuant to Government Code § 54956.9(a)
 Name of Case: Barham Construction, Inc. v. City of Riverbank
 Court of Appeals of California, Fifth District
 Case No. F058692 and Case No. F059499

Recommendation: It is recommended that City Council /LRA Board provide direction to Staff on the Closed Session item(s).

9. REPORT FROM CLOSED SESSION

LRA Item 9.1: Report on Closed Session LRA Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.**

LRA Item 9.2: Report on Closed Session LRA Item 8.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Item 9.3 Report on Closed Session Item 8.3: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Item 9.4: Report from Closed Session Item 8.4: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.**

ADJOURNMENT (The next regular City Council meeting –Tuesday, Oct. 11th @ 6:p.m.)

AFFIDAVIT OF POSTING

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

Posted this 23rd day of September, 2016

/s/Annabelle H. Aguilar, CMC, City Clerk /LRA Recorder

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122 or cityclerk@riverbank.org. Notification 72-hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

GENERAL INFORMATION

Meeting Schedule	<p><u>Regular City Council Meetings:</u> 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed.</p> <p><u>Local Redevelopment Authority Board:</u> Meets on an "as needed" basis. The City Council also serves as the LRA Board.</p>
City Council / LRA Agenda & Reports	<p>The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when technologically able, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.</p>
Public Hearings	<p>In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.</p>
Televised / Video of Meetings	<ul style="list-style-type: none"> • Charter – Channel 2 • AT&T Uverse – Channel 99 <p>Visit www.riverbank.org to connect to meeting videos. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)</p>
City Hall Hours	<p>City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays</p>
Questions	<p>Contact the City Clerk at (209) 863-7122 or cityclerk@riverbank.org</p>

Any documents that are not privileged or part of a Closed Session provided to a majority of the City Council/LRA Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at North City Hall, 6707 Third Street, Riverbank, CA, during normal business hours. 5

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	September 27, 2016
Subject:	Proclamation for Walk to School Day on October 5, 2016
From:	Marisela H. Garcia, Interim City Manager / Director of Finance
Submitted by:	Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read and present a Proclamation to Riverbank Unified School District, Bianca Lopez; and to Sylvan Union School District, Rebecca Harms.

SUMMARY

Walk to School Day was organized by the Partnership for a Walkable America in 1997 and originated as a one-day event to exhibit the importance for communities to become more walkable. Since then, every October millions of children from countries around the world participate in this event to raise not only local community awareness; but also global attention to walking safety and promoting healthy behavior.

There are many benefits associated with walking to school. Among the reasons, it is an enjoyable activity that all ages can partake in. Walking provides exercise at the beginning of the day which may encourage additional healthy habits. Walking to school gives children the opportunity to learn about safety as they obey traffic laws at crosswalks and signals. A stronger sense of community can be formed as students, families, neighbors, school officials, and community officials take pride in their communities and the conditions of their sidewalks and pathways. Additionally, less vehicles on the roadways help reduce traffic, emissions, and air pollution.

On Wednesday, October 5, 2016, students in Riverbank will join over 40 countries around the world to recognize the importance in walking to school. By partaking in Walk to School Day, each step taken is one step closer to a cleaner and healthier lifestyle.

FINANCIAL IMPACT:

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation

**CITY OF RIVERBANK
PROCLAMATION**

WALK TO SCHOOL DAY

WHEREAS, the City of Riverbank deems the health and safety of its students as a primary concern; and

WHEREAS, the lives of hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents and the community is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

NOW, THEREFORE, the City Council of the City of Riverbank does hereby proclaim that **Walk to School Day is October 5, 2016**, throughout the City of Riverbank, and as such, encourages everyone to promote the safety and health of children today and every day.

September 27, 2016

Richard D. O'Brien
Mayor

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 17, 2016
Subject:	Waiver of Readings
From:	Marisela H. Garcia Interim City Manager/Director of Finance
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	Approval of the July 26, 2016, Regular City Council and Local Redevelopment Authority Minutes
From:	Marisela H. Garcia, Interim City Manager/Finance Director
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the July 26, 2016, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. July 26, 2016, City Council and LRA Minutes



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

**MINUTES OF
TUESDAY, JULY 26, 2016**

CALL TO ORDER:

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

FLAG SALUTE:

Conducted by Boy Scout Ryan Ashley

INVOCATION:

Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL:

Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Jeanine Tucker
Council/Authority Member Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

AGENDA CHANGE:

Mayor/Chair Richard D. O'Brien – *Mayor O'Brien announced that a he would be making a brief presentation prior to the scheduled presentations.*

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

No one declared a conflict.

Mayor O'Brien recognized and congratulated Mr. Edward Jones for his Military Service.

Item 1.1: Stanislaus Business Alliance Presentation – *Mr. Dave White, Stanislaus Business Alliance, provided an update on the reorganization and direction of the agency.*

Item 1.2: Presentation of Budget Advisory Committee Recommendations – *Arlene Figueroa, BAC Chair, presented the recommendations.*

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

Angie Tampone and Eric Humphreys Riverbank representatives of Riverbank Cub Scouts Pack 10 and Boy Scouts Pack Eleven Hundred, spoke in regards to the potential dissolution of some of these packs due to less recruitments and requested the City's consideration of partnering with them to provide a meeting facility for them in exchange for community service by the Scouts, or lowering facility use fees.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the October 15, 2015, Special City Council Minutes.

Item 3.B-1: Approval of the November 4, 2015, Special City Council Minutes.

Item 3.B-2: Approval of the May 23, 2016, Special City Council Minutes.

Item 3.C: **Response to the Findings of the 2016 Stanislaus County Civil Grand Jury** – It is recommended that the City Council review and approve the submittal of the attached response to the 2016 Stanislaus County Civil Grand Jury Report.

Item 3.D: A **Resolution [No. 2016-069]** of the City Council of the City of Riverbank Authorizing the Submittal of the Annual Program Income Report for the Community Development Block Grant Program Income Revolving Loan Account Funds.

Item 3.E: A **Resolution [No, 2016-070]** Authorizing the Submittal of the 2015-2016 Community Development Block Grant (CDBG) Annual Performance Reports.

Item 3.F: **Affirming the Need for the August 9, 2016 City Council Meeting** – It is recommended that the City Council reschedule the August 9, 2016 Regularly City Council meeting cancelled on January 26, 2016 to take action on a number of items that would benefit from consideration by the City Council prior to the August 23, 2016 City Council Meeting.

Recommendation:

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

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

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

NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS

There were no items to consider.

5. PUBLIC HEARINGS

The Public Hearing Notices for public hearing items 5.1 and 5.2 were published in the local newspaper of general circulation on 06/29/16 and 05/25/15, respectively.

Item 5.1: **Resolution [No. 2016-071] Approving the Submittal of an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2016 Funding Year of the State Community Development Block Grant Program** – It is recommended that the City Council 1) Open the Public Hearing for public comment, and 2) Authorize the approval of an application for funding and execution of a grant agreement from the 2016 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) from the State of California.

Finance Director Marisela Garcia presented the staff report.

Mayor O'Brien opened the public hearing at 6:40 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Tucker / passed 5-0) to approve the Submittal of an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2016 Funding Year of the State Community Development Block Grant Program by adoption of Resolution No. 2016-071 as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.2: **A Resolution [No. 2016-072] of the City Council of the City of Riverbank Approving and Adopting a 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2016-2021** – It is recommended that the City Council review and adopt the 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2016-2021.

Development Services Administration Manager Kathleen Cleek presented the staff report.

Mayor O'Brien opened the public hearing at 6:40 p.m.

· Mr. Ramon Bermudez, Riverbank, spoke in regards to city streets that needed attention.

Mayor O'Brien closed the hearing at 6:58 p.m.

Mayor O'Brien explained the funding for the repair of streets.

ACTION: *By motion moved and seconded (Jones Cruz / Tucker / passed 5-0) to approve the 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2016-2021 by adoption of Resolution No. 2016-072 as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

6. NEW BUSINESS

Item 6.1: **A Resolution [No. 2016-073] of the City Council of the City of Riverbank, California, Approving the Adoption of the Updated 2016 Emergency Operation Plan for the City of Riverbank** – It is recommended that the City Council approve the resolution for the adoption of the updated Emergency Operation Plan (EOP) for the City of Riverbank.

Chief Holly from the Office of Emergency Services introduced the item and Mrs. Chris Holmer presented the Plan.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to approve the Updated 2016 Emergency Operation Plan for the City of Riverbank by adoption of Resolution No. 2016-073 as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 6.2: **Process for the Selection of the Next Permanent City Manager** – It is recommended that the City Council provide direction.

City Manager Jill Anderson presented the staff report. City Attorney Tom Hallinan confirmed the Law Firm of Churchwell White LLP would conduct the recruitment process on a pro-bono basis, and proceeded to provide a summary of the process.

City Council unanimously agreed to receive a draft recruitment brochure and provide their input at the next meeting to finalize the recruitment process.

Item 6.3: **Designation of Voting Delegate and Alternate to Attend the 2016 League of California Cities Annual Conference** – It is recommended that City Council

City Manager Jill Anderson presented the staff report.

ACTION: *By motion moved and seconded (Tucker / Campbell / passed 5-0) to approve designating Councilmember Darlene Barber-Martinez as the Voting Delegate and Councilmember Jones Cruz as the Alternate Voting Delegate to attend the 2016 League of California Cities Annual Conference on October 5 – 7 in Long Beach to participate in the process of considering issues and taking action on resolutions that establish League policy. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

- *Finance Director Marisela Garcia announced the August 15th deadline for seniors and permanently disabled residents to apply for the Utility Rate Assistance Program.*
- *Norma Torres-Manriquez provided an update on the Office of Emergency Services cooling zones in the City of Riverbank.*
- *City Clerk/Elections Official Annabelle Aguilar announced the nomination period for the November 8, 2016, Municipal Election was open and the offices of Mayor, Councilmember District 2 and Councilmember District 2 to be elected.*
- *Police Chief Kiely announced the National Night Out event.*
- *City Manager Jill Anderson announced her departure.*

Item 7.2: Council/Authority Member Comments

- *Council/Authority Member Jones Cruz encourage everyone to consider joining the Budget Advisory Committee, and commented on her appreciation of the Scout Troops and their continued existence in Riverbank.*
- *Council/Authority Member Campbell commended the County on their emergency planning efforts.*
- *Council/Authority Member Barber-Martinez commented on the continued need to conserve water.*
- *Vice Mayor/Chair Tucker thanked the Budget Advisory Committee for their efforts and Police Chief Kiely for Police Services efforts on conducting the National Night Out event.*

Item 7.3: Mayor/Chair Comments

Mayor/Chair O'Brien: 1) thanked the Budget Advisory Committee for their efforts, 2) commented on his discussion with the City Manager to close City offices every Friday to allow staff the opportunity to catch up with work on the working Friday; an issue he would like the City Council to consider, 3) commented on the garage sale signs that are left posted and requested that staff remove the signs when out and about, 4) announced the Friday, August 5th Special City Council meeting with local downtown businesses to consider a Business Enterprise, 5) commented on the need for City Council to discuss the restoration and protection of City murals, and 6) announced the LAFCo meeting scheduled for Wednesday, July 27th.

8. CLOSED SESSION

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

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEM AND OPENED FOR PUBLIC COMMENT; NO ONE SPOKE. THE MEETINGS WERE RECESSED AND CITY COUNCIL WENT INTO CLOSED SESSION AT 7:48 P.M.

Item 8.1: PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b) (1)

Title: City Manager; Director of Finance, Director of Parks and Recreation, Executive Director of the LRA.

Item 8.2: PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code § 54957 (b) (1)

Title: Interim City Manager

Recommendation: It is recommended that City Council /LRA Board provide direction to Staff on the Closed Session item(s).

Item 8.3: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (3 potential cases)

9. REPORT FROM CLOSED SESSION

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 8:40 P.M.

Item 9.1: Report on Closed Session Item 8.1: PUBLIC EMPLOYMENT

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

Item 9.2: Report on Closed Session Item 8.2: **PUBLIC EMPLOYMENT APPOINTMENT:** Interim City Manager

Mayor O'Brien reported that by a unanimous 5-0 vote, City Council appointed Director of Finance Marisela Garcia as the Interim City Manager.

Item 9.3: Report on Closed Session Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (3 potential cases)

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

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 06/09/2016, 06/16/2016, 06/23/2016, and 06/30/2016.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 8:41 p.m.

ATTEST: (Adopted 09/27/16)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	Approval of the August 23, 2016, Special City Council Minutes
From:	Marisela H. Garcia, Interim City Manager/Finance Director
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the August 23, 2016, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. August 23, 2016, Special City Council



**City of Riverbank
SPECIAL CITY COUNCIL MEETING
MINUTES OF
TUESDAY, AUGUST 23, 2016**

CALL TO ORDER:

The City Council and Local Redevelopment Authority Board of the City of Riverbank met at 5:30 p.m. on this date at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor/Chair Richard D. O'Brien presiding.

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

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

CONFLICT OF INTEREST

Any Council Member and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict at this time.

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

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person.

No one spoke.

2. CONSENT CALENDAR

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

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

ACTION: *By motion moved and seconded (Tucker / Jones Cruz /passed 5-0) to approve Items 2.A as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

3. BUSINESS

Item 3.1: A Resolution [No. 2016-074] of the City Council of the City of Riverbank, California, Directing that Pursuant to Election Code Section 10229 the Course of Action Shall Be the Appointment of the Only Nominees for the Office of Mayor and Office of Councilmember District 4 that were to be Elected at the Tuesday, November 8, 2016, Consolidated General Municipal Election and Request to Cancel Further County Election Services Related to the Conduct of the Election of these Offices; or

A Resolution of the City Council of the City of Riverbank, California, Directing that Pursuant to Election Code Section 10229 the Course of Action Shall Be to Hold the Consolidated General Municipal Election on Tuesday, November 8, 2016, as Scheduled.

It is recommended that the City Council adopt a resolution to:

- 1) Appoint Incumbent Richard D. O'Brien the only qualified nominee for the office of Mayor and Appoint Darlene Barber-Martinez the only qualified nominee for the office of Councilmember District 4, and take all necessary steps to cancel County Elections Services related to the election of these offices on Tuesday, November 8, 2016; or
- 2) Direct that the Consolidated General Municipal Election to be held on Tuesday, November 8, 2016, for the offices of Mayor and Councilmember District 4 as scheduled.

City Clerk/Elections Official Annabelle Aguilar presented the staff report.

Public Comment: *Reverend Charles Neal, Riverbank, spoke in favor of the appointments, and saving money on the election.*

ACTION: *By motion moved and seconded (Jones Cruz / Tucker / passed 5-0) to adopt Resolution No. 2016-074 to direct that Pursuant to Election Code Section 10229 the Course of Action Shall Be to Appoint Incumbent Richard D. O'Brien, the only qualified nominee for the office of Mayor, and Appoint Darlene Barber-Martinez, the only qualified nominee for the office of Councilmember District 4; both of whom will serve as if elected, and to take all necessary steps to cancel*

County Elections Services related to the election of these offices on Tuesday, November 8, 2016, as presented. Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 5:40 p.m.

ATTEST: (Adopted 09/27/16)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

DRAFT

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B-2**

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	Approval of the August 23, 2016, Regular City Council and Local Redevelopment Authority Minutes
From:	Marisela H. Garcia, Interim City Manager/Finance Director
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the August 23, 2016, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. August 23, 2016, City Council and LRA Minutes



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

**MINUTES OF
TUESDAY, AUGUST 23, 2016**

CALL TO ORDER:

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

FLAG SALUTE: Led by Boy Scout Jason Raw

INVOCATION: Reverend Charles Neal, Riverbank Ministerial Association

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

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *announced that LRA Item 8.1 would not be considered.*

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

No one declared a conflict.

1. PRESENTATIONS

Item 1.1: Recognition of City Manager Jill Anderson for Her Service to the City Council and the Residents of the City of Riverbank.

*Departing City Manager Jill Anderson was recognized by City Council, the Riverbank Chamber of Commerce, City Public Works Department Staff, and Reverend Charles Neal for her years of service, leadership, and dedication as the City Manager of the City of Riverbank.
MAYOR/CHAIR O'BRIEN RECESSED THE MEETINGS AT 6:20 P.M.*

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 6:32 P.M.

Item 1.2: Strategic Plan Update – *City Manager Jill Anderson presented the update.*

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

Ramon Bermudez, Riverbank, requested the maintenance of several streets in the downtown area of Riverbank, including the railroad crossing on Patterson; Mayor O'Brien responded.

Diane Talbert, Riverbank, announced the Veteran's Luncheon on November 12, and invited City Council to participate as honorary servers.

Debbie Scoles, Oakdale Shelter Pet Alliance, thanked City Manager Jill Anderson for her support, and announced their participation with the Farmer's Market event to microchip pets, and announced their annual "Strut Your Mutt" fundraiser event.

3. CONSENT CALENDAR

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

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

Item 3.B: **Award Bid for the Morrill Road Overlay Project and Authorize Execution of Future Change Orders** – It is recommended that City Council approve two (2) actions by a roll call vote: 1) Award bid to the lowest responsible bidder, George Reed, Inc.; and 2) Authorize the Interim City Manager to execute Change Orders within total project budget.

Item 3.C: Acceptance of the Slurry Seal Project 2016 and Authorization to File a Notice of Completion.

Item 3.D: **A Resolution [No. 2016-075] of the City Council of the City of Riverbank, California, to Adopt the 2016-2017 schedule of Fees for Park Amenity Rentals, Recreation Programs, and Facility Rentals for the City of Riverbank** – It is recommended that the City Council consider adopting the Resolution to approve the 2016-2017 fees for Park Amenity Rentals, Recreation Programs and Facility Rentals. There are no fee increases recommended at this time. New classes offered or new fees for new programs are highlighted in Exhibit A.

Reference Item 3.B: Councilmember Jones Cruz declared a conflict of interest due to residing in the vicinity of the project and stated she would abstain from voting.

Reference Item 3.C: Councilmember Barber-Martinez inquired about addressing issues with the final slurry seal overlay. Development Services Administration Manager Kathleen Cleek stated the project had been completed and complaints known at that time had been addressed, other complaints that are received can be reviewed.

Recommendation:

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

ACTION: *By motion moved and seconded (Campbell / Tucker / passed 5-0) to approve Items 3.A, 3.C, and 3.D as presented; (passed 4-0) to approve Item 3.B as presented. Motion carried by City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: Jones Cruz on Item 3.B

4. UNFINISHED BUSINESS

There are no items to consider.

5. PUBLIC HEARINGS

The Public Hearing Notices for 5.1 and 5.2 public hearing items to be considered by the City Council were published in the local newspaper of general circulation on August 10, 2016.

Item 5.1: **An Ordinance [No. 2016-006] of the City Council of the City of Riverbank, California, Amending the Riverbank Municipal Code by Repealing in its Entirety Chapter 151: Floodplain Management of Title XV: Land Usage and Substituting it with a New Chapter 151: Floodplain Management; and Amending Chapter 152 and 153 to Address the Requirements Of California Senate Bill 5 (2007) And Associated Legislation Related To Provision of 200-Year Flood Protection to California Urban Areas –** It is recommended that the City Council conduct the public hearing for the first reading and introduction by title only of the proposed ordinance to consider its approval as presented, which will initiate the scheduling of the ordinance for its second reading by title only on September 13, 2016, to consider its adoption.

Planning Consultant John B. Anderson, JB Anderson Land Use Planning introduced the item and his Assistant Planner, David Niskanen who presented the staff report.

Mayor O'Brien opened the public hearing at 7:08 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Tucker / passed 5-0) to approve the First Reading of proposed Ordinance [No. 2016-006] and to*

*consider its Second Reading and adoption at the next regular City Council meeting as presented. Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

- Item 5.2:** **Continue the Public Hearing for the Adoption of the Resolution to Approve the Proposed Development Services Administration Encroachment Permit Fees to the Next Regular City Council Meeting**
– It is recommended that the City Council:
1. Open the public hearing, receive comments, close the public hearing; and
 2. Continue the public hearing to the next regular City Council meeting scheduled on September 13, 2016, by roll call vote.

Mayor O'Brien announced the continuation of this item and opened the public hearing at 7:09 p.m.; no spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Tucker / Jones Cruz / passed 5-0) to approve the continuance of the public hearing for Item 5.2 to the City Council meeting on September 13, 2016. Motion carried by unanimous City Council roll call vote.
AYES: Barber-Martinez, Campbell, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

6. NEW BUSINESS

- Item 6.1:** **Update on the Recent Approval of the City's Municipal Service Review (MSR) and Sphere of Influence Update and related planning work** - It is recommended that the City Council receive a report regarding the actions taken by the Stanislaus Local Agency Formation Commission (LAFCO) to approve the City's update of the Municipal Service Review and Sphere of Influence and related planning work.

Planning Consultant John B. Anderson, JB Anderson Land Use Planning, presented the update; City Council discussed the item.

Public Comment:

- *Mrs. Evelyn Halbert, Riverbank, requested that the Police Services be included as part of the services.*
- *Mr. Ramon Bermudez, Riverbank, commented on agriculture land preservation.*

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

Item 6.2: Request for Comments/Feedback on the Draft Brochure for the Recruitment of the Permanent City Manager Position – It is recommended that the City Council provide comments and feedback on the proposed brochure for the recruitment of the permanent City Manager.

City Attorney Tom Hallinan provided the staff report; City Council provided their feedback.

By City Council consensus direction was provided to have the brochure be a one-page announcement with pertinent information and a link to the City's website.

7. COMMENTS (Information only – No action)

Theresa Kenney, Representative for Congressman Jeff Denham, presented a certificate on behalf of the U.S. House of Representatives, recognizing City Manager Jill Anderson.

Item 7.1: Staff Comments

Public Works Superintendent Michael Riddell provided an update on the month of July water conservation.

City Manager Jill Anderson commended and thanked City staff for their work and the City Council for their direction and commitment to the community.

Item 7.2: Council/Authority Member Comments

Council/Authority Member Jones Cruz thanked City Manager Anderson.

Council/Authority Member Campbell warned every one of mosquitos and encouraged the reporting any issues to the proper authorities.

Council/Authority Member Barber-Martinez encouraged River Cove residents to continue to call Police Services, communicate through Nextdoor.com, and contact Council Members in regards to their concerns of unfavorable activities in their neighborhood. She also thanked City Manager Anderson for her service.

Vice Mayor/Chair Tucker commended City Manager Anderson for her skills of healing and leadership brought to the City and wished her well.

Item 7.3: Mayor/Chair Comments

Mayor/Chair O'Brien commended City Manager Anderson for her leadership and the well trained staff that will continue City operations.

8. CLOSED SESSION

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

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEM 8.2 AND OPENED THE ITEM FOR PUBLIC COMMENT; NO ONE SPOKE. THE MEETINGS WERE RECESSED AND CITY COUNCIL WENT INTO CLOSED SESSION AT 7:59 P.M.

LRA Item 8.1: ~~CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION~~ Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (2) potential cases

Item 8.4 2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (1) potential case

Recommendation: It is recommended that City Council /LRA Board provide direction to Staff on the Closed Session item(s).

9. REPORT FROM CLOSED SESSION

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 8:07 P.M.

LRA Item 9.1: Report from Closed Session LRA Item 8.1: ~~CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: (2) cases~~

This Item was not considered.

Item 9.2: Report from Closed Session Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: (1) case**

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

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 07/08/2016, 07/13/2016, 07/14/2016, 07/21/2016, 07/27/2016, 07/28/2016, and 08/04/2016.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 8:07 p.m.

ATTEST: (Adopted 09/27/16)

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

APPROVED:

Richard D. O'Brien
Mayor / Chair

DRAFT

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	Approval of the September 13, 2016, Regular City Council and Local Redevelopment Authority Minutes
From:	Marisela H. Garcia, Interim City Manager/Finance Director
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

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

SUMMARY

The Draft Minutes of the September 13, 2016, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. September 13, 2016, City Council and LRA Minutes



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

MINUTES OF
TUESDAY, SEPTEMBER 13, 2016

CALL TO ORDER:

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

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

INVOCATION: Riverbank Ministerial Association

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

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

CONFLICT OF INTEREST

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

No one declared a conflict.

1. PRESENTATIONS

Item 1.1 Proclaiming September 17 through September 23 Constitution Week.

Mayor O'Brien presented the proclamation to Ms. Karen Montgomery, representative of the Daughters of American Revolution. She thanked City Council for the recognition.

2. PUBLIC COMMENTS (No Action Can Be Taken)

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

Newly appointed Stanislaus Consolidated Fire Protection District Chief Matt Daley from the area of Chicago Illinois introduced himself.

Vicky Holt, Riverbank Library Manager, announced National Library Card Sign Up Month, and provided an update on the Library's programs and activities.

Scott McRitchie, Riverbank, spoke in regards to concerns with the water rate increase and the water meter reading; proposed the creation of a committee, the hiring of a consultant, or some type of action to explain the City's water use record and where water use is occurring, and commented on the lack of coordination of the sequence of work being done for the installation of new water meters.

Edward Jones, Riverbank, donated funds to the Jacob Myers Park.

Interim City Manager Marisela Garcia, Mayor O'Brien, and Public Works Superintendent Michael Riddell responded to Mr. McRitchie's comments.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the May 24, 2016, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the May 31, 2016, Special City Council Minutes.

Item 3.B-2: Approval of the June 28, 2016, City Council and Local Redevelopment Authority Minutes.

Item 3.B-3: Approval of the July 19, 2016, Special City Council Minutes.

Item 3.C: Adopt a **Resolution [No. 2016-076]** Approving and Authorizing a New Wastewater Treatment Plant Maintenance Technician Trainee, I, and II, Job Classification Series, and Respective Salary Ranges.

Recommendation:

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

Reference Item 3.B-3: Councilmember Jones Cruz stated that she was absent from this meeting and a correction was needed to be made to the minutes; City Clerk Annabelle Aguilar confirmed the requested correction.

ACTION: *By motion moved and seconded (Tucker / Campbell / passed 5-0) to approve Items 3.A through 3.B-2 as presented and Item 3.B-3 with amendment. Motion carried by unanimous City Council and LRA Board roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

Reference Item 3.C: Councilmember Barber-Martinez pulled this item for separate discussion and inquired about the funding of the position and combining the positions. Interim City Manager Marisela Garcia explained a new position was not created, rather an existing position was reclassified to meet the City's needs.

ACTION: *By motion moved and seconded (Tucker / Barber-Martinez / passed 5-0) to approve Items 3.C as presented. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS

Item 4.1: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2016-006 of the City Council of the City of Riverbank, California, Amending the Riverbank Municipal Code by Repealing in its Entirety Chapter 151: Floodplain Management of Title XV: Land Usage and Substituting it with a New Chapter 151: Floodplain Management; and Amending Chapter 152 and 153 to Address the Requirements Of California Senate Bill 5 (2007) And Associated Legislation Related To Provision of 200-Year Flood Protection to California Urban Areas – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2016-006 and consider its adoption by roll call vote.**

Interim City Manager Marisela Garcia presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to approve the Second Reading and Adoption of Ordinance No. 2016-006 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Barber-Martinez, Campbell, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

5. PUBLIC HEARINGS

Item 5.1: Adopt a Resolution [No. 2016-077] of the City Council of the City of Riverbank, California, Approving the General Plan Amendment to Modify the Typical Street Design by Classification and Type Illustrated in Table CIRC-2 of the Riverbank 2005-2025 General Plan Circulation Element - It is recommended that the City Council consider adoption of the proposed Resolution to modify the typical street design by classification and type illustrated in Table CIRC-2 of the Riverbank 2005-2025 General Plan Circulation Element and find the project exempt under Article 12 Section 15183 of the CEQA Guidelines

John B. Anderson, City Planning Consultant of JB Anderson Land Use Planning, presented the staff report.

Mayor O'Brien opened the public hearing at 6:37 p.m.; no one spoke, the hearing was closed.

Councilmember Barber-Martinez and Mayor O'Brien asked questions.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to Adopt Resolution No. 2016-077 Approving the General Plan Amendment to Modify the Typical Street Design by Classification and Type Illustrated in Table CIRC-2 of the Riverbank 2005-2025 General Plan Circulation Element and find the project exempt under Article 12 Section 15183 of the CEQA Guidelines as presented. Motion carried by unanimous City Council roll call vote.*
AYES: Barber-Martinez, Campbell, Jones Cruz, Tucker, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.2: A Resolution [No. 2016-078] of the City Council of the City of Riverbank, California, for the Approval of Proposed Development Services Administration Encroachment Permit Fees – It is recommended that the City Council consider the adoption of a Resolution to approve proposed Development Services Administration Encroachment Permit Fees.

Interim City Manager Marisela Garcia presented the staff report.

Mayor O'Brien opened the public hearing at 6:42 p.m.

- *Mr. Edward Jones spoke against raising the fees that would cause problems for businesses.*

Mayor O'Brien closed the public hearing at 6:43 p.m.

ACTION: *By motion moved and seconded (Campbell / Tucker / passed 5-0) to approve Development Services Administration Encroachment Permit Fees as presented by adopting Resolution No. 2016-078. Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

6. NEW BUSINESS There were no items to consider.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments – *There were no comments made.*

Item 7.2: Council/Authority Member Comments

Council/Authority Member Campbell announced employment opportunities with Tesla Motors in the Bay area.

Council/Authority Member Barber-Martinez announced: 1) that September was National Preparedness Month, 2) the Christian Food Sharing spaghetti dinner on September 17th, 3) and reminded everyone of the preparations of the Cheese and Wine event on October 8th and 9th.

Vice Chair Tucker commented on the remembrance of September 11th.

Item 7.3: Mayor/Chair Comments

Mayor/Chair O'Brien commented on the pending report that is to be issued by the California Water Resources Board, which is to provide a substitute environmental draft based off of 2010; a report created by the State that did not provide local government an opportunity to discuss the issues. As a result, the nine Mayors and the County Board of Supervisors prepared a statement opposing the sanctions that will be placed on local government.

8. CLOSED SESSION

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

MAYOR/CHAIR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEM AND OPENED THE ITEM FOR PUBLIC COMMENT; NO ONE SPOKE. THE MEETINGS WERE RECESSED AND CITY COUNCIL WENT INTO CLOSED SESSION AT 6:51 P.M.

Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code § 54956.9(a)
Name of Case: Barham Construction, Inc. v. City of Riverbank
Court of Appeals of California, Fifth District
Case No. F058692 and Case No. F059499

Recommendation: It is recommended that City Council /LRA Board provide direction to Staff on the Closed Session item(s).

9. REPORT FROM CLOSED SESSION

MAYOR/CHAIR O'BRIEN RECONVENED THE MEETINGS AT 7:03 P.M.

Item 9.1: Report from Closed Session Item 8.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:04 p.m.

ATTEST: (Adopted 09/27/16)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	A Resolution Adopting by Reference FPPC Title 2, Division 6, California Administrative Code Sections 18730 and 18730.1, and the 2016 Conflict of Interest Code List of Designated City Positions, and the Related Economic Interest Disclosure Categories
From:	Marisela H. Garcia, Interim City Manager/Director of Finance
Submitted by:	Annabelle Aguilar, CMC, City Clerk/Sr. Management Analyst

RECOMMENDATION

It is recommended that City Council adopt the Resolution to amend the City's Conflict of Interest Code.

SUMMARY

The Political Reform Act (Government Code Sections 81000-91014) requires local governmental officials and certain employees to publicly disclose their personal assets and income. They must also disqualify themselves from participating in decisions which may affect their personal economic interests. The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the Statement of Economic Interests, Form 700, and for interpreting the law's provisions.

Local government agencies must adopt and carry forth a local Conflict of Interest Code ("Code"). This Code must designate positions that make or participate in the making of decisions which may foreseeably have a material effect on any financial interest. This Code must be reviewed biennially to determine if it is accurate or if it requires amending.

The City's existing Code currently requires an amendment to add positions for reporting as determined by the City Attorney to be at a level of which recommendations and/or decisions made by these positions may foreseeably have a material effect on economic interests.

The following positions are recommended to be added to the Conflict of Interest code List of Designated City Positions:

DESIGNATED POSITIONS:	DISCLOSURE CATEGORY NUMBER(S) (*Refer to Exhibit-B)
Planning and Building Manager	1, 2, & 3
Recreation Supervisor	2

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Resolution
2. Exhibit-A and Exhibit-B
3. FPPC Title 2, Division 6, California Administrative Code

CITY OF RIVERBANK

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ADOPTING BY REFERENCE FPPC TITLE 2, DIVISION 6,
CALIFORNIA ADMINISTRATIVE CODE SECTIONS 18730 AND 18730.1, AND THE
2016 CONFLICT OF INTEREST CODE LIST OF DESIGNATED CITY POSITIONS
AND THE RELATED ECONOMIC INTEREST DISCLOSURE CATEGORIES**

WHEREAS, under the Political Reform Act (“Act”) all public agencies are required to adopt and publicize a Conflict of Interest Code (“Code”); and,

WHEREAS, the Act provides the main body of the Code and includes such provisions as the manner to report financial interests, the disqualification procedures, and when to file a report; and,

WHEREAS, the Act provides that the Code must designate City positions for which a Statement of Economic Interests, Form 700, must be filed; and,

WHEREAS, the Form 700 is a public document intended to alert public officials and members of the public to the type of financial interests that may create conflicts of interests; and,

WHEREAS, the Act provides that the Code must assign disclosure categories specifying the types of interests to be reported by employees serving in the designated positions; and,

WHEREAS, the City of Riverbank will continue to incorporate by reference the standard Conflict of Interest Code model adopted by the Fair Political Practices Commission (FPPC), Title 2, Division 6, California Administrative Code Sections 18730 and 18730.1, and amendments to it, which will minimize the actions required by the City Council to keep its Code in conformity with the Political Reform Act; and

WHEREAS, the designated positions in **Exhibit A**, is hereby amended to remove, change, and include the current designated City positions as determined by the City Attorney; and,

WHEREAS, the disclosure categories in **Exhibit B** shall be used by the employees serving in those designated positions to determine the level of disclosure required in filing a Statement of Economic Interests, Form 700.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby declare, determine, and order as follows:

1. The terms of Title 2, Division 6, Sections 18730 and 18730.1 of the California Administrative Code and any amendments to it duly adopted by the FPPC, along with the attached **Exhibit A and Exhibit B** in which designated positions and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Riverbank.
2. Persons holding designated positions shall file Statements of Economic Interests, Form 700, pursuant to the Code with the City Clerk, who shall be deemed the Filing Officer and who shall make the statements available to the public for inspection or reproduction.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of September, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachments: Copy of FPPC Title 2, Division 6, California Code of Regulations § 18730 and § 18730.1
Exhibit A – 2016 COI Designated Positions
Exhibit B – 2016 COI Disclosure Categories

EXHIBIT-A
CITY OF RIVERBANK
2016 CONFLICT OF INTEREST CODE OF CITY DESIGNATED POSITIONS

DESIGNATED POSITIONS:	DISCLOSURE CATEGORY NUMBER(S) (Refer to Exhibit-B)
Accounting Manager	2
Administrative Analyst II	2
City Clerk	2
Chief of Police	1, 2, & 3
City Mechanic	2
Consultants	1, 2, & 3
Development Services Administration Manager	1, 2, & 3
Director of Finance	1, 2, & 3
Director of Parks and Recreation	1, 2, & 3
Executive Director of the Local Redevelopment Authority	1, 2, & 3
Housing & Economic Development Specialist II	2
Human Resources Manager	2
Human Resources Analyst	2
Parks and Facilities Supervisor	2 & 3
Planning and Building Manager	1, 2, & 3
Project Coordinator	2
Public Works Superintendent	1, 2, & 3
Public Works Supervisor	2 & 3
Recreation Supervisor	2
Wastewater Treatment Plant Supervisor	2 & 3
Water Supervisor	2 & 3
Riverbank Designated Local Authority	1, 2, & 3
Riverbank Successor Oversight Board	1, 2 & 3

EXHIBIT-B

CONFLICT OF INTEREST CODE ECONOMIC INTEREST DISCLOSURE CATEGORIES

An investment, interest in real property, or income (including gifts, loans, and travel payments) is reportable if the business entity in which the investment is held the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participation in by the designated employee by virtue of the employee's position.

City employees serving in the designated positions as listed in Exhibit-A must disclose their economic interest(s) pursuant to the corresponding category/categories as indicated in the Disclosure Categories column.

DISCLOSURE CATEGORIES

Disclosure Category – 1:

- a) All interest in real property, which are located in whole or in part within the City.
- b) Investment in or incomes from persons or business entities engaged in the business of acquisition or disposal of real property within the City.

Disclosure Category – 2:

- a) Investments in any business entity, which within the last two (2) years, has contracted, or disposal of real property within the City.
- b) Income from any source which, within the last two (2) years has contracted, or foreseeably in the future may contract with the City of Riverbank to provide services, supplies, materials, machinery, or equipment to the City of Riverbank.
- c) Status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any contracted or in the foreseeable future, may contract with the City of Riverbank to provide services, supplies, materials, machinery, or equipment to the City of Riverbank.
- d) Investments and income otherwise reportable under paragraphs a) and b) of category 2, shall not be reportable unless the total amount or all contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City of Riverbank was more than \$1,000.00 in the prior calendar year, or unless the total amount of all foreseeable contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City of Riverbank will be more than \$1,000.00 in the next calendar year.

EXHIBIT-B

Disclosure Category – 3:

- a) Investment in any business entity, which within the last calendar year has been regulated by the City of Riverbank or foreseeably, may be regulated by the City of Riverbank in the next calendar year.
- b) Each source of income, provided that the income was furnished by or on behalf of any business entity, which within the last calendar year has been regulated the City of Riverbank or foreseeably may be regulated by the City of Riverbank in the next calendar year.
- c) Status as a director, officer, sole owner, partner, trustee, employee, or any position of management in any business entity, which within the last calendar year has been regulated by the City of Riverbank, in the next calendar year.

PROPOSED

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq . The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq .

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to

which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to

represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$440.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$440 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall,

while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date

he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable

material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$440 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

2 See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in

which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5 A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court

of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730.1. Conflict of Interest Code: Reporting of Gifts.

Nothing contained in an agency's conflict of interest code shall be interpreted to require the reporting of gifts from outside the agency's jurisdiction if the purpose of disclosure of the source of the gift does not have some connection with or bearing upon the functions or duties of the position for which the reporting is required. Nothing in this language is intended to create an inference that all gifts within the jurisdiction are reportable.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 82028, 87100, 87103, 87207, 87300, 87302, 87309 and 89503, Government Code.

HISTORY

1. New section filed 10-3-2012; operative 11-2-2012. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 40).

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	A Resolution Approving the Updated 2016 Riverbank Street Tree Plan List
From:	Marisela H. Garcia, Interim City Manager/Director of Finance
Submitted by:	Kathleen Cleek, Development Services Administration Manager John B. Anderson, Contract Planner

RECOMMENDATION:

It is recommended that the City Council consider adopting the attached Resolution which accepts the updated Riverbank Street Tree Plan List.

SUMMARY:

The City of Riverbank's Code of Ordinances under Title IX: General Regulations, Chapter 96: Trees states that all new plantings of street trees shall be in accordance with the provisions of Chapter 96 and the Street Tree Plan. The City's current list of acceptable trees is outdated and does not supply the residents or developers with the information necessary to select an appropriate species of tree based on current water restrictions, maintenance concerns, and longevity issues.

The new list of Street Trees contains detailed information such as the Botanical Name, Common Name, Water Use, Type, Height, and Width, possible conflict with power lines, USDA Zone, and Use. The City's Contract Planner, John B. Anderson, worked closely with a Landscape Architect at O'Dell Engineering to develop a draft list of proposed street trees. The City asked Grover Landscaping, the City's contract landscape maintenance firm, to review the draft street tree list and make suggested changes.

The updated Street Tree Plan list presented to the City Council takes into consideration the drought and climate changes we have experienced, and removes trees that are susceptible to mistletoe and disease. The City is confident that the updated Street Tree Plan list will provide guidance to residents and developers in selecting the appropriate trees for their homes and/or new development projects.

FISCAL IMPACT:

There is no fiscal impact to the City associated with this action.

ATTACHMENTS:

1. Riverbank Street Tree Plan List
2. Resolution



Riverbank Street Tree List

Botanical Name	Common Name	Water Use	Type	Height (Ft.)	Width (Ft.)	Power Lines	USDA Zone	Use
<i>Acer platanoides</i>	Norway Maple	Moderate	D	40-50	30-50	N	3-7	S
<i>Acer rubrum</i>	Red Maple	Moderate	D	40-70	30-50	N	3-9	S
<i>Afrocarpus gracilior</i> (<i>Podocarpus gracilior</i>)	African Fern Pine	Moderate	E	40-60	20-43	N	9-11	S
<i>Arbutus</i> "Marina"	Marina Arbutus	Low	E	40-50	25-40	N	8-9	A
<i>Carpinus betulus</i> 'Fastigiata'	European Hornbeam	Moderate	D	30-40	20-30	N	4-8	S
<i>Celtis occidentalis</i>	Common Hackberry	Low	D	40-60	40-60	N	2-9	S
<i>Cercis canadensis</i>	Eastern Redbud	Moderate	D	20-30	25-35	Y	4-8	S
<i>Chilopsis linearis</i>	Desert Willow	Very Low	D	12-20	10-15	Y	6-9	A
<i>Chionanthus retusus</i>	Chinese Fringe Tree	Moderate	D	10-20	10-20	Y	5-9	A
<i>Crataegus</i> spp. (Native and non-native species)	Hawthorn	Moderate	D	20-35	20-35	Y	3-8	S
<i>Fraxinus americana</i>	White Ash	Moderate	D	60-80	60-80	N	3-9	S
<i>Fraxinus uhdei</i>	Evergreen Ash	Moderate	E	60-80	40-60	N	9-11	S
<i>Ginkgo biloba</i> (MALE only)	Maiden Hair Tree	Moderate	D	35-50	35-50	N	4-9	S
<i>Koelreuteria paniculata</i>	Golden Rain Tree	Moderate	D	30-40	30-40	N	5-9	S
<i>Lagerstroemia</i> spp., hybrids and cvs.	Crape Myrtle	Low	D	10-30	10-30	Y	6-9	A
<i>Laurus</i> "Saratoga"	Saratoga Laurel	Low	E	20-30	15-25	Y	5-9	S
<i>Laurus nobilis</i>	Sweet Bay	Low	E	10-25	10-20	Y	8-11	A
<i>Liriodendron tulipifera</i>	Tulip Tree	Moderate	D	60-90	30-50	N	4-9	S
<i>Magnolia grandiflora</i>	Southern Magnolia	Moderate	E	60-80	30-50	N	7-9	S
<i>Magnolia x soulangeana</i>	Saucer Magnolia	Moderate	D	20-25	20-25	Y	4-9	A
<i>Melaleuca linariifolia</i>	Flax Leaf Paper Bark	Low	E	20-30	10-20	Y	9-11	A
<i>Parkinsonia</i> 'Desert Museum'	Desert Museum Palo Verde	Very Low	D	15-25	15-25	Y	6-9	A
<i>Parkinsonia florida</i> (<i>Cercidium florida</i>)	Blue Palo Verde	Very Low	D	25-35	20-30	N	9-11	A
<i>Pistacia chinensis</i>	Chinese Pistache	Low	D	30-35	20-30	N	6-9	S
<i>Podocarpus macrophyllus</i>	Yew Pine	Moderate	E	15-20	6-10	Y	7-11	A
<i>Prunus caroliniana</i>	Carolina Laurel Cherry	Low	E	15-20	15-20	Y	7-10	A
<i>Prunus cerasifera</i> 'Krauter Vesuvius'	Cherry Plum	Low	D	15-20	15-20	Y	5-8	A
<i>Quercus agrifolia</i>	Coast Live Oak	Very Low	E	20-60	20-60	N	7-10	S
<i>Quercus coccinea</i>	Scarlet Oak	Moderate	D	50-70	40-50	N	4-9	S
<i>Quercus douglasii</i>	Blue Oak	Very Low	D	20-30	15-25	N	6-9	S
<i>Quercus ilex</i>	Holly Oak	Low	E	30-60	30-60	N	7-9	S
<i>Quercus lobata</i>	Valley Oak	Low	D	30-75	30-50	N	5-10	S
<i>Quercus palustris</i>	Pin Oak	Moderate	D	50-70	40-60	N	4-8	S
<i>Quercus robur</i>	English Oak	Moderate	D	40-70	40-70	N	5-8	S
<i>Quercus rubra</i>	Red Oak	Moderate	D	50-75	50-75	N	4-8	S
<i>Quercus suber</i>	Cork Oak	Low	E	40-70	40-70	N	8-10	S
<i>Quercus virginiana</i>	Southern Live Oak	Moderate	E	40-80	60-100	N	8-10	S
<i>Raphiolepis</i> "Majestic Beauty"	Majestic Beauty	Low	E	15-25	8-10	Y	7-11	A
<i>Styphnolobium japonicum</i> (<i>Sophora japonica</i>)	Japanese Pagoda Tree	Low	D	50-75	50-75	N	4-8	A
<i>Thuja plicata</i>	Western Red Cedar	Moderate	E	50-70	15-25	N	5-7	A
<i>Ulmus parvifolia</i>	Chinese Evergreen Elm	Moderate	D	40-50	25-40	N	4-9	S
<i>Zelkova serrata</i>	Saw Leaf Zelkova	Moderate	D	50-80	50-80	N	5-8	S

Small Trees 15' - 25' Height - Minimum Recommended Planter Width 4'

Medium Trees 25' - 35' Height - Minimum Recommended Planter Width 6'

Medium to Large Trees 36' - 50' Height - Minimum Recommended Planter Width 8'

Very Large Trees > 50' - Minimum Recommended Planter Width 10'

Type:

D = Deciduous

E = Evergreen

Use:

A = Accent Tree

S - Street Tree

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE UPDATED 2016 RIVERBANK STREET TREE
PLAN LIST**

WHEREAS, the City of Riverbank's Code of Ordinances under Title IX: General Regulations, 96. Trees, states that all new plantings of street trees shall be in accordance with the provisions of Chapter 96 and the Street Tree Plan; and

WHEREAS, the City of Riverbank's current list of acceptable trees is outdated and does not supply the residents or developers with the information needed to select an appropriate species of tree based on current water restrictions, maintenance concerns and longevity issues; and

WHEREAS, the new list of Street Trees contains the Botanical Name, Common Name, Water Use, Type, Height, and Width, possible conflict with power lines, USDA Zone, and Use; and

WHEREAS, the updated Street Tree Plan list presented to the City Council takes into consideration the drought and climate changes we have experienced and removes trees that are susceptible to mistletoe and disease; and

WHEREAS, the updated Street Tree Plan list will provide guidance to residents and developers in selecting the appropriate street trees for their homes and/or new development projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank, hereby approves the attached Riverbank Street Tree Plan List herein referred to as **Exhibit A**, which is in accordance with the provisions of Chapter 96 and the Street Tree Plan.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of September, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.E**

SECTION 3: CONSENT CALENDAR

Meeting Date:	September 27, 2016
Subject:	Out of State Travel Request for Local Redevelopment Authority Staff
From:	Marisela Garcia, Interim City Manager/Director of Finance
Submitted by:	Debbie Olson, Executive Director

RECOMMENDATION

It is recommended that the Local Redevelopment Authority Board review and approve an out-of-state travel request for LRA Staff to attend a Base Reuse Forum hosted by the Association of Defense Communities (“ADC”).

SUMMARY

LRA staff (Executive Director and Administrative Analyst II) have been invited to participate in a base reuse conference hosted by the Association of Defense Communities (“ADC”) which takes place October 25-28, 2016 in Atlanta, Georgia. The LRA’s Executive Director has been asked to speak at a session of the conference and will also participate in a mentoring and best practices session. The Administrative Analyst will be part of a best practices session for all attending base reuse and closure communities.

This item is before the LRA Board for review because the City’s Expense and Use of Public Resources Policy (April 2006) requires governing body approval for out-of-state travel.

STRATEGIC PLAN ALIGNMENT

This activity increases positive peer-to-peer engagement, promotes professionalism and provides educational opportunities for LRA staff.

FINANCIAL IMPACT

There is no impact on the General Fund. Travel expenses were anticipated in the approved LRA FY 2016-17 Budget and the expenses are covered by grant funds and/or site lease revenues.

ATTACHMENT

None

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.1**

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject:	A Resolution Approving a Supplemental Contract Amendment (#1) to the Existing Riverbank Industrial Complex Facility Management Services Contract with San Joaquin Engineering Solutions for Work on ESCA #2
From:	Marisela Garcia, Interim City Manager/Director of Finance
Submitted by:	Debbie Olson, Executive Director, Local Redevelopment Authority

RECOMMENDATION

It is recommended that the Local Redevelopment Authority (“LRA”) Board of Directors review and approve the proposed contract amendment to the existing facilities management agreement with San Joaquin Engineering Solutions (“SJES”) to include an amended scope of work (“SOW”) and budget adjustment to accommodate SJES assuming tasks associated with the environmental services cooperative agreement (“ESCA”) at the Riverbank Industrial Complex.

Under this amendment, SJES will perform duties in support of cleaning, remediating or removing contamination from buildings and surplus Army equipment left by decades of military operations.

SUMMARY

The Army has contracted with the LRA through an ESCA to perform the cleaning, remediation and removal of specific contaminants across the Riverbank Industrial Complex, the former Riverbank Army Ammunition Plant, at the Army’s expense. In total, two ESCA’s have been executed with the Army. The first ESCA (“ESCA 1”) between the LRA and the Army was to remediate or remove contaminated surplus Army equipment. The ESCA 1 was executed on September 18, 2014; and the work has been satisfactorily completed and the grant funding for ESCA 1 is in the process of closure.

A second ESCA (“ESCA 2”) was executed on April 21, 2016. The scope of work (“SOW”) is generally to clean, remediate or remove contamination from structural elements. The LRA will receive approximately \$39,464,376 to perform the activities associated with this project. The LRA competitively selected contractors with specific environmental certifications and

experience to perform the work and to ensure safe and accurate completion according to regulatory requirements.

During the scoping process, the LRA identified several duties that may be more efficiently, cost-effectively, and safely handled by the existing facility management group because of their experience, existing certifications, in-depth knowledge of the facility, and their relationship with specific tenants who will be affected by the project.

Approval of the scope of work and cost changes to the facility management contract will allow SJES to perform tasks associated with ESCA 2.

BACKGROUND

Contamination Clean-up Requirements

In an effort to satisfy federal statutes regarding the conveyance of property and comply with environmental regulatory guidelines, the Army must address contamination that are a result of the Army's operations at the facility. Generally speaking, the Army must prepare a plan to deal with contamination on the property prior to conveyance, including contaminated surplus personal property. The remediation plan is reviewed and approved by the regulatory agencies with respective oversight.

In 2009, PCB-containing Galbestos paneling was discovered as siding and roofing on several of the main RAAP buildings. Subsequent testing by the U.S. Army Corps of Engineers found that contamination from polychlorinated biphenyls ("PCB") had exfoliated from Galbestos panels. The particles were found to be present on stored equipment and other select surfaces throughout the buildings. Most of the contamination is present as dust particulates, although testing also found that some PCB had penetrated building and equipment paint. Non-liquid PCB's are the primary contaminant being remediated, although hydraulic fluids from surplus equipment will also be cleaned, remediated, and/or disposed of during both ESCA's.

Environmental Review

The US Environmental Protection Agency ("EPA") reviewed and provided approval on a risk-based remediation plan first submitted by the Army in 2012. EPA provided the LRA and Army with letters of approval to proceed with the activities outlined in ESCA 1 and ESCA 2 as the remediation project progressed.

Environmental Contractors

Weston Solutions Inc., an experienced environmental consultant, was publicly procured and awarded a contract for all anticipated ESCA work in 2011. Likewise, SJES was competitively selected to perform facility management services as well as portions of the ESCA work. Environmental work is included as part of the Scope of Work in the Facility Management Request for Proposal released in December 2011 and in 2015.

Continuity and timely performance of this integrated remedial contract is essential. Further, given SJES' experience with all of the parties, Weston's and the overarching legal framework controlling their performance, amendment of their existing contract to include these additional work elements is efficient and assures successful completion.

SJES Supplemental Contract Amendment #1

Under the supplemental contract amendment #1, SJES will perform duties in support of the removal of surplus Army equipment not associated with their existing duties as facility management contractor. The environmental work for the ESCA 2 was anticipated in the negotiation of the April 11, 2016 Facility Management Contract ("FMC"), but the specific scope of work had not been finalized before the 2016 FMC contract with SJES was executed.

The SJES work on ESCA 2 is estimated not to exceed \$3,000,000 and will be paid with funds from an Army grant for ESCA 2 work.

FINANCIAL IMPACT

No general funds will be necessary for the performance or payment of this contract amendment.

The LRA has executed an ESCA in the amount of \$39,464,376 to complete environmental services for the Army at the Riverbank Industrial Complex. SJES will receive payment as a subcontractor on this project for work outlined in the attached SOW. SJES will be paid time, materials, and project management costs, billed monthly as the project progresses.

This contract amendment provides for payment of services at a not-to-exceed amount of \$3,000,000.

Failure of the Army to pay for the designated services voids the SJES supplemental contract amendment.

ALIGNMENT WITH STRATEGIC PLAN:

The hiring of a qualified facility management firm for environmental services will allow City/LRA staff to improve and maintain infrastructure and facilities, better utilize resources, expand economic development opportunities, and ensure the safety and health of Riverbank citizens.

ATTACHMENT

1. Scope of Work - SJES Amended Scope of Work associated with the second ESCA
2. SJES Contract Amendment – Draft of the proposed SJES Contract Amendment
3. Resolution – a resolution approving the proposed amended in scope and cost to the existing SJES Facility Management Contract

Attachment 1 – Scope of Work for ESCA 2
San Joaquin Engineering Solutions
Scope of Work

Contract Line Item	Riverbank Phase 2 - Outline of Specs
2.	Mobilization/Site Set-up
3.	Trenches and Pits
3. 1.	Galbestos Bldgs
3. 1. 5.	Surface Clean
3. 1. 10.	Conveyors Removal
3. 1. 15.	Saw Cutting - Corroded Concrete Edges
3. 1. 20.	Backfill and 50 % Concrete Cover
3. 1. 30.	Field Office Support
3. 2.	Non Galbestos Bldgs
3. 2. 5.	Surface Clean
3. 2. 10.	Backfill
3. 2. 20.	Field Office Support
7.	Concrete Floor Hot Spot Remediation
7. 1.	Concrete Removal and Replacement
7. 1. 5.	Concrete Scabbling & Load-out
7. 1. 10.	Concrete Leveling
7. 1. 15.	Field Office Support
9.	Misc Items
9. 1.	3. Lab Equipment B51
9. 7.	Removal of Paint Building Contents (Bldg. 166)
9. 7. 5.	Removal of Paint Building Contents (Bldg. 166)
9.10.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling
9.10. 5.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling
9.11.	Misc Items Inflation Adjustment
10.	Demobe
14.	Encapsulate 4 Presses AM2T
14. 1.	Confirmation Sampling
14. 1. 5.	Sample
14. 2.	Scrub
14. 4.	Encapsulate Presses Inflation Adjustment
15	Encapsulate 4 Presses AM2T - Option
14. 3.	Epoxy
16	CERCLA
16. 3.	Stormwater Cleaning & Excavation
16. 3. 40.	Hydrojetting Storm Drains
16. 3. 45.	Water Treatment
16. 3. 50.	CERCLA Stormwater Cleaning/Exc Inflation Adjustment

RECITALS

- 1) The **RLRA** and **SJES** entered into Contract for Facility Management Services on April 1, 2016, after the **RLRA** competitively procured the services of **SJES** to provide facility management services to the **RLRA** in the **RLRA**'s efforts with the United States Army (Army) to provide protection and maintenance services at Riverbank Army Ammunition Plant (RBAAP) and to otherwise address activities associated with the asset management, operations, property management and tenant services at RBAAP.
- 2) Based on discussions in 2013 between the **RLRA** and the Army it was mutually determined that remediation, removal and/or disposal of certain personal and fixed property would be performed and funded separately pursuant to a first phase ESCA between the Army and the **RLRA**. This work has been completed.
- 3) Based on further discussions between the **RLRA** and the Army it was mutually determined that remediation, removal and/or disposal of certain personal property not removed during the Phase 1 ESCA, and cleaning, remediating, and/or removal and disposal of fixed equipment and other real property as further defined in this Agreement, will be performed and funded separately pursuant to a second phase ESCA between the Army and the **RLRA**.
- 4) **SJES** has been selected by the **RLRA** to perform select activities associated with the cleaning and remediation of certain real property, and remove and dispose of certain personal property, as described in this Agreement.
- 5) A scope of work (SOW) to be performed by **SJES** has been developed (**Exhibit “A”**) with additional detail for select contract line items and activities provided in the addendum to this contract.
- 6) In consideration for providing the services required to perform and complete the SOW, **SJES** will be reimbursed on a fixed price basis in accordance with the method of payment and schedule of values (SOV) provided in this agreement as **Exhibit “B”**, but only to the extent such funding is obtained by the **RLRA** from the Army and only for that portion of the Work actually performed and completed by **SJES**.

AGREEMENTS

In consideration of, and subject to, the provisions, conditions and limitations in this Agreement, the **RLRA** and **SJES** agree as follows:

ARTICLES

1 SCOPE AND PURPOSE

- 1.1 In consideration of the payments to be made by the **RLRA** in accordance with Article 4 of this agreement, and subject to the terms and conditions of this agreement, **SJES** hereby agrees to perform and complete or cause to be performed and completed the environmental services and related activities necessary to properly clean or otherwise remediate certain real property, and clean, remove and where appropriate, dispose of certain personal property (non-fixed equipment), as described in the SOW.

2 DEFINITIONS

Agreement—This agreement.

Addendum—Additional descriptions, details and/or explanation of specific CLINs.

Certification of Completion— The written submission to the RLRA by SJES representing and warranting that all of the Work associated with a Galbestos Building or group of Galbestos Buildings has been performed by SJES and completed in conformance with this Agreement, the SOW and all applicable laws and regulations.

Change Order—A written order signed by both **RLRA** and **SJES** after execution of this Agreement, including but not limited to changes in the SOW, the Contract Price and/or Contract Time(s), including substitutions proposed in writing by either party and accepted in writing by the **other**.

Contract Documents—The documents comprising the parties' entire agreement, which are identified in Paragraph 3.1 and include (a) Change Orders, if any, (b) this Agreement, (c) Addendum, and (d) Exhibits A through D.

CLIN—Contract line item numbers that refer to specific tasks associated with this ESCA project.

Contract Price—The full compensation to be paid to **SJES** upon **SJES**'s certification of completion, acceptance of the certification of completion by the **RLRA**, and receipt by the **RLRA** from the Army of funds for the performance of that portion of the Work actually performed and completed in conformance with the Contract Documents. See Exhibit A, Exhibit B and the Addendum.

Contract Time—The time(s) within which the Work, or identified portions of the Work, must be completed, as set forth in this agreement.

Day—A calendar day unless otherwise stated.

Deliverables—tangible or intangible services and outcomes provided by **SJES** to the LRA as a result of this ESCA project.

Excusable Delay—A delay by SJES in the performance of the Work caused by (a) the actions of the **RLRA**, or its agents, or the failure of the RLRA or its agents to act in accordance with the requirements of the Contract Documents, (b) materially differing site conditions which were not and could not have been identified by SJES in its evaluation of the cost of performance and its investigation prior to the execution of this Agreement or (c) events of Force Majeure.

Final Certification of Completion—For the purpose of evaluating the final payment request, the written submission to the RLRA by SJES representing and warranting that all of the Work has been performed by SJES and completed in conformance with this Agreement, the SOW and all applicable laws and regulations. Due to sequencing of the Work and for the purpose of releasing retention as described in Article 17.4, a Final Certification of Completion report will be prepared for Work listed as Part A tasks in Exhibit B, and a separate Final Certification of Completion report will be prepared for Work listed as Part B tasks in Exhibit B.

Final Completion (Part A tasks)—Occurs when **SJES's** obligations under this Agreement for Part A tasks listed in Exhibit A and B are completely performed, any necessary regulatory approvals have been obtained, and the Work has been accepted by the **RLRA**. Final payment is due and payable upon the completion and acceptance of the Work, subject to the receipt of funds by the **RLRA** from the Army for that portion of the Work which has been satisfactorily completed. This event shall be confirmed by a Final Certificate of Completion executed by **SJES** and accepted in writing by the **RLRA**. Such acceptance shall not relieve **SJES** of its responsibility for any failures of performance, improper performance or misrepresentation as to the Work performed subject to the Warranty provisions found in Section 16 of this Agreement.

Final Completion (Part B tasks)—Occurs when **SJES's** obligations under this Agreement for Part B tasks listed in Exhibit A and B are completely performed, any necessary regulatory approvals have been obtained, and the Work has been accepted by the **RLRA**. Final payment is due and payable upon the completion and acceptance of the Work, subject to the receipt of funds by the **RLRA** from the Army for that portion of the Work which has been satisfactorily completed. This event shall be confirmed by a Final Certificate of Completion executed by **SJES** and accepted in writing by the **RLRA**. Such acceptance shall not relieve **SJES** of its responsibility for any failures of performance, improper performance or misrepresentation as to the Work performed subject to the Warranty provisions found in Section 16 of this Agreement.

Force Majeure—Any event which is beyond the reasonable control of both parties, the risk of which is not expressly assigned to one of the parties by the Contract Documents and which produces a material difference in cost, time of performance or ability to complete the Work. Events of Force Majeure include, by way of example only, earthquake, flood, fire, hurricane, tornado, war, insurrection, civil disorder, acts of terrorism, nuclear accident or attack, labor strikes or lock-outs, embargo, and unanticipated material interruptions or delays to transportation of materials or

persons.

Galbestos Building—A building or group of buildings constructed with building materials including Galbestos panels for which PCB cleanup work is being performed as described in Exhibit A and the Addendum.

Hazardous Material—Any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

Interim Certification of Completion—The written submission to the **RLRA** by **SJES** representing and warranting that a portion of the Work has been performed by **SJES** and completed in conformance with the SOW and all applicable laws and regulations for the purpose of evaluating progress payment requests.

Losses—Claims, liabilities, losses, costs, damages and expenses, including fees and expenses, including, without limitation, fees and expenses of attorneys and retained experts for litigation or arbitration.

Material Supplier—A person or entity retained by **SJES** to provide materials, and/or construction-related equipment or temporary facilities required for execution of the Work.

Project—The total Work to be performed by **SJES** under the Contract Documents.

RLRA—The entity identified in this agreement, including the **RLRA**'s representative.

Separate Contractors—Other contractors, material suppliers, and persons who are not employed by **SJES** or **SJES**'s Subcontractors, who are retained by the **RLRA** or others to complete portions of the Project not included in the Work.

Subcontractor—A person or entity retained by **SJES** as an independent contractor to provide labor, materials, equipment, temporary facilities, and/or services necessary to complete a specific portion of the Work.

Sub-subcontractor—A person or entity that has agreed to perform any portion of a Subcontractor's Work, including first-tier sub-subcontractors in privity with a Subcontractor, and sub-subcontractors at all lower tiers.

Tenant—A person or persons with a contractual relationship with the **RLRA** allowing that person or persons to occupy space within the buildings or other areas to which **SJES** requires access to perform the Work.

Work—The environmental services and related activities necessary to fulfill **SJES**'s obligations for the Project in conformance with the Contract Documents.

Site—The geographical area at the location of the Project where the Work is to be performed, or which is otherwise to be reasonably accessed by **SJES** as required to perform the Work.

3 SCOPE OF WORK/CONTRACT DOCUMENTS/ORDER OF PRECEDENCE

3.1 The Contract Documents include (a) Change Orders, if any, (b) this Agreement, (c) Addendum, and (d) Exhibits A through E.

3.2 If there is a conflict between or among the requirements of the various executed Contract Documents, the documents shall be given precedence in the order listed in Paragraph 3.1, with the first-listed document having the highest priority, the second-listed having second priority, and so on. If there is a conflict between two or more documents having the same caption or title, the latest dated document will take precedence over earlier dated versions.

3.3 Unsigned hard copies and files of reports or other specified deliverables that **SJES** provides to the **RLRA** in electronic form are solely for the convenience of **RLRA**, and are subject to confirmation by signed hard copy versions.

3.4 If there is a discrepancy between the electronic files and the hard copies of a document, the hard copies govern.

3.5 While the **RLRA** may propose that **SJES** employ specified subcontractors to perform portions of the Work, **SJES** shall not be required to employ any Subcontractor, Engineer, Supplier or other individual or entity to furnish or perform any of the Work to whom **SJES** has reasonable objection including, but not limited to, price, health and safety record, or contractual terms. **At least half of the “Craft” workers (which generally include hourly, non-skilled, non-specialized workers, specifically laborers) will be hired from the local population (within 50 mile radius of Riverbank, California).** The subcontractors of **SJES** at any tier with an anticipated contract value greater than \$50,000 shall be identified to the **RLRA** prior to start of work by the subcontractor.

3.6 **SJES** shall comply with federal prevailing wage law (Davis-Bacon, 40 U.S.C. secs. 3141-3148, if applicable) and state prevailing wage law (Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) (collectively “prevailing wage laws”), for any “public works” (as that term is defined in the statutes). For purpose of compliance with prevailing wage laws, **SJES** shall comply with provisions applicable to an awarding body. Compliance with prevailing wage laws includes, without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

SJES shall certify to the **RLRA** on each request for payment that eligible workers who provided labor for work covered by the payment request were paid in accordance with applicable prevailing wage requirements and that **SJES** and all subcontractors complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, **SJES** shall submit to the **RLRA** a certificate signed by **SJES** and all subcontractors performing public works activities stating that prevailing wages were paid as required by law.

SJES shall ensure that all agreements with its subcontractors to perform work related to this Program contain the following provisions: Subcontractor shall comply with federal prevailing wage law (Davis-Bacon, 40 U.S.C. secs. 3141-3148, if applicable) and state prevailing wage law (Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) (collectively “prevailing wage laws”), for all construction, alteration, demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Subcontractor’s obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the Project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

SJES shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities performed pursuant to this Agreement.

4 CONTRACT PRICE AND BASIS OF PAYMENT The fixed price and variable price Contract Price and basis of payment is stated in Exhibit B. The Contract Price is subject to a CHANGE ORDER in accordance with the terms of this Agreement.

5 CONTRACT TIME OF PERFORMANCE

5.1 **SJES** shall commence the Work within twenty-one days (21) of the notice to proceed (NTP) from the **RLRA** and make reasonable and good faith efforts to complete the Work associated with Tasks 1 through 13 (Exhibit A) within thirty-six (36) months of the NTP, and complete Task 16 (Exhibit A) within forty-eight (48) months of the NTP. An approximate listing of task durations and sequence is provided as Exhibit C. Except with respect to a breach, no liquidated damages or other penalties will be levied upon **SJES** in the event that the Contract Time is exceeded. Similarly, no additional costs shall be charged to the **RLRA** as a result of delays in performance, except as incurred as a result of a Force Majeure. However, progress payment requests will be adjusted accordingly if the overall project duration is projected to require more than the scheduled durations included in this section. The **RLRA** may consider the lack of a good faith effort to complete the Work within the Contract Time as a “breach” as defined in Article 13 and pursue appropriate remedies.

5.2 If **SJES** experiences an Excusable Delay it will be entitled to a reasonable adjustment in the Contract Time, but not to the Contract Price, unless and to the extent that additional costs are incurred by **SJES** due to the delay and are paid to the **RLRA** by the US Army, or if additional costs were incurred by **SJES** due to the actions of the **RLRA**, or its agents, or their failure to act in accordance with the requirements of the Contract Documents.

5.3 If the **RLRA** requests that **SJES** accelerate the Work to recover all or part of an Excusable Delay, **SJES** shall use its commercially reasonable, good faith efforts to comply, and shall be entitled to a Change Order equitably adjusting the Contract Price on account of the acceleration efforts, before complying with any such request.

6 CHANGES

6.1 Change Order. **SJES** may request and/or the **RLRA** may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price. All changes in the Work shall be defined in and authorized by a written Change Order which shall be accepted and signed by the Authorized Representatives of **SJES** and the **RLRA** listed in Exhibit D. Neither party will be bound by a Change Order unless signed by the Authorized Representatives.

6.1.1 If the Change Order affects the Contract Price or Contract Time, including but not limited to an increase or decrease in quantities of Work for which a fixed price or variable (cost reimbursable) price has been identified in Exhibit B, or the change materially impacts the methods of performing the Work, **SJES** shall, upon receipt and acceptance of a fully executed Change Order that defines and authorizes the change, be entitled to an adjustment to the Contract Time if applicable in accordance with Article 5, and/or to an adjustment in the Contract Price if applicable consisting of the fixed price change, or the change in the quantities of Work, multiplied by the applicable unit price(s). If any Change Order reduces the quantity of the Work, **SJES** shall not be entitled to payment in excess of the percentage of the physical work actually performed based on the Exhibit B pricing associated with the changed Work, which shall be specified and mutually agreed upon by the Change Order.

6.1.2 If the change is of a kind that does not affect Contract Price or Contract Time, the parties shall negotiate mutually acceptable modifications due to the change, and shall execute a written Change Order that clearly defines and authorizes the change and sets forth the agreed changes.

6.1.3 **SJES** is not obligated to proceed with any changed Work unless and until the requirements of either Subparagraph 6.1.1 or 6.1.2 has been met.

7 SITE ACCESS/UTILITIES/TENANT COORDINATION/SCRAP ITEMS/DIFFERING SITE CONDITIONS

7.1 **Subject to the provisions of the RLRA's lease with the Army and amendments thereto, RLRA will provide SJES** with all necessary and appropriate access to the site. **RLRA** represents that it is empowered to grant lawful permission for **SJES** to enter and operate on all property within **RLRA's** leasehold interest as may be required for the performance of the Work, and shall use its best efforts to obtain any other rights identified by **SJES**, including any required access agreements, from all necessary parties before start of the Work on such property. **SJES** shall coordinate, through the **RLRA**, with any tenant in whose sub-leasehold interest **SJES** or its subcontractors will be working. Coordination

includes but is not limited to advance notice, commensurate with the extent of interference involved but in no case less than 5 working days, and minimization of disruption with the tenant's work area or time of work, including scheduling work hours when tenants are not present if necessary subject to the limitations stated in Section 11.2. SJES shall be responsible for ensuring that tenant equipment (as well as the affected work space) is protected from the spread of environmental contamination by implementing procedures identified in the Work Sequence and Interim Best Management Practices (BMP) Plan (WESTON, February 2016) or later versions of the BMP plan mutually agreeable to the RLRA and SJES, Article 7.1 of this Agreement, the Addendum to this Agreement, or other requirements identified in the EPA approval within SJES's Scope of Work for the Phase 2 PCB Cleanup, during the cleanup work by SJES. The RLRA will assist in facilitating the work to include enforcing any provisions in the tenant leases which require reasonable accommodations by the tenants related to environmental cleanup work required in their work space.

7.2 **RLRA** shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which **SJES** will have to comply in performing the Work, to the extent that RLRA has such information.

7.4 **SJES** will coordinate and cooperate with the **RLRA** to minimize any potential disruption to tenant business operations in the vicinity of the Work. In the event that a request is made by the **RLRA** to work outside of normal business hours (7 am to 5 pm, Monday through Friday excepting state or federal holidays) to avoid business interruption impacts, **SJES** will make reasonable efforts to accommodate the request to the extent that the request does not increase cost. In the event that an increase in cost is anticipated, **SJES** will provide written notice to the **RLRA**. Agreed adjustments to the Contract Price and/or Contract Time to avoid tenant business interruption shall be set forth in a Change Order executed by the parties.

7.5 **RLRA** or Tenants may, at their expense, chose to perform surface cleaning or remediation of certain unpainted and painted leased personal equipment included in the SOW (Exhibit A). However, in the event that the **RLRA** directs **SJES** to discard any of the items, **SJES** will collect and analyze surface wipe and/or paint chip samples of the equipment and coordinate off-site transportation of the material, including preparation or updates to shipping documents, selection of a transporter and payment of the transport and any other transport related costs under Task 13.8 (Exhibit A). Any budget within CLIN 13.8 not used for off-site transport and disposal will be retained by the for the purpose of cleaning or remediating the retained items as described above. Reduction of the budget for CLIN 13.8 for this purpose will be through a Change Order in accordance with Article 6.

7.2 **RLRA** shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which **SJES** will have to comply in performing the Work, to the extent that RLRA has such

information.

7.3 **SJES** will, if necessary, provide temporary facilities, sanitary facilities or other worker needs at **SJES's** expense at the Site. Location of temporary facilities will be coordinated with the **RLRA**.

7.4 **SJES** will coordinate and cooperate with the **RLRA** to minimize any potential disruption to tenant business operations in the vicinity of the Work. In the event that a request is made by the **RLRA** to work outside of normal business hours (7 am to 5 pm, Monday through Friday or any other 40-hour work week as needed to accommodate the needs of tenants and **RLRA**, excepting state or federal holidays) to avoid business interruption impacts, **SJES** will make reasonable efforts to accommodate the request to the extent that the request does not increase cost. In the event that an increase in cost is anticipated, **SJES** will provide written notice to the **RLRA**. Agreed adjustments to the Contract Price and/or Contract Time to avoid tenant business interruption shall be set forth in a Change Order executed by the parties.

7.5 **RLRA** or Tenants may, at their expense, choose to perform surface cleaning or remediation of certain unpainted and painted leased personal equipment included in the SOW (Exhibit A). However, in the event that the **RLRA** directs **SJES** to discard any of the items, **SJES** will collect and analyze surface wipe and/or paint chip samples of the equipment and coordinate off-site transportation of the material, including preparation of shipping documents, selection of a transporter and payment of the transport and any other transport related costs under Task 13.8 (Exhibit A). Any budget within CLIN 13.8 not used for off-site transport and disposal will be retained for the purpose of cleaning or remediating the retained items as described above. Reduction of the budget for CLIN 13.8 for this purpose will be through a Change Order in accordance with Article 6.

7.6 Differing Site Conditions

7.6.1 A differing site condition is:

(a) an unknown physical condition at the Site, of an unusual nature, which differs materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by the Contract Documents; or

(b) the presence of contaminants, contaminated areas or contaminated resources not disclosed in those Contract Documents and not discovered or discoverable through the due diligence which **SJES** performed pursuant to previous contracts with **RLRA**. It will also be considered a DIFFERING SITE CONDITION if the combined actual transportation and disposal cost for remediation wastes referred to in Task 13 and Task 16.6 on the Schedule of Values (Exhibit B) exceed their respective budgets. **SJES** will not have a duty or responsibility to proceed with transportation and disposal related to these items unless the budget for transportation and disposal related costs is increased and funded through a Change Order in accordance with Article 6.

7.6.2 If **SJES** discovers what it believes to be a differing site condition, it will promptly notify the **RLRA**. The **RLRA** shall

investigate the alleged differing site condition promptly after receiving the notice, and promptly give **SJES** written directions for dealing with the differing site condition, if the **RLRA** agrees that it is a differing site condition. If the **RLRA** agrees that it is a differing site condition and the measures that must be taken to deal with it cause an increase in **SJES's** cost of completing the Work, **SJES** shall be entitled to an increase in the Contract Price to the extent the **RLRA** is compensated by Army specifically for that additional amount attributable to a differing site condition. Funds received by the **RLRA** for any other work or purpose shall not constitute such compensation. If the differing site condition or the measures that must be taken to deal with it cause a delay to the completion of the Work, **SJES** shall be entitled to a reasonable adjustment to the Contract Time. Agreed adjustments to the Contract Price and/or Contract Time due to differing site conditions shall be set forth in a Change Order executed by the parties. **SJES** shall not be obligated to perform work impacted by an accepted differing site condition if **SJES** is not compensated for the impact.

7.6.3 The parties agree that the Army's work related to State regulatory agency related permit closure or work done to address remediation of chromium in any form shall not constitute a "Differing Site Condition."

8 INSPECTION OF WORK

8.1 The Work will be inspected by the **RLRA** to monitor progress for the purpose of progress payment verification as noted in Exhibit B, or for other reasons. Active work areas within safety exclusion zones will require the same level of safety training for **RLRA** and **SJES** personnel for access as for workers.

8.2 If the **RLRA** discovers that any of the Work fails to conform to the Contract Documents or regulatory requirements, it shall promptly notify **SJES**, in writing. **SJES** shall promptly examine the identified Work and, if it is non-conforming, shall take reasonable actions to cure within ten (10) days of receiving the **RLRA's** written notice, and shall continue its cure efforts diligently thereafter until the non-conformity is cured. **SJES** will be required to provide a Certification of Completion for the corrected Work. If, and only if, the **RLRA** has complied with the notice requirements of this Paragraph and **SJES** has failed to comply with the cure duties described in this Paragraph, the **RLRA** may correct the non-conformity itself, or through others, and may withhold from amounts otherwise due to **SJES** the actually incurred, reasonable, properly documented costs of the correction. In the event that **SJES** has failed to comply with the cure duties, at least three (3) days before actually beginning correction of the non-conformity, the **RLRA** shall give **SJES** written notice of the date when proposed corrective work will begin and of the identity of the person(s) or entity(ies) performing it, so that **SJES** may reasonably document the conditions of the Work before the proposed corrective work begins, and observe the proposed corrective work.

9 EXCLUDED SERVICES

RLRA acknowledges that the Work to be performed by **SJES** under the Contract Documents includes only Work that

is expressly identified in the Contract Documents. **SJES** is not responsible for performing any work that is not expressly required of it by the Contract Documents, except to the extent that such excluded work is added to the Work by mutually executed Change Orders.

10 RLRA'S RESPONSIBILITIES

10.1 RLRA's and SJES's Authorized Representatives

The **RLRA** and **SJES** have each identified their respective Authorized Representatives in Exhibit D, which also reflects the contact information for each Authorized Representative. Each party's Authorized Representative has express authority to bind that party with respect to all Change Orders and matters arising from the Contract Documents requiring the party's approval or authorization, including, without limitation, modifications to the Contract Price, the Contract Time, or any other term of the parties' agreement, or approvals of schedules or budgets. A party's Authorized Representative is also the person designated to receive all notices required by the Contract Documents. Either party may change its designation of Authorized Representative by giving advance written notice of the change. Each party's Authorized Representative shall render any decision required by the Contract Documents promptly and furnish information expeditiously, so as to avoid unreasonable delay in the Work.

11 RLRA'S SEPARATE CONTRACTORS AND TENANTS

11.1 RLRA is responsible for all work performed on the Project or at the Site by its Separate Contractors. **RLRA** and **SJES** shall each make reasonable efforts to require that its Contractors and personnel cooperate with, and coordinate their activities so as not to interfere with each other in order to enable **SJES** to timely complete the Work consistent with the Contract Documents.

11.2 RLRA or designated facility management staff is responsible for direct coordination with its Tenants and shall make reasonable efforts to coordinate Tenant activities in order to enable **SJES** to timely complete the Work consistent with the Contract Documents and create minimal interference with **SJES's** activities. **SJES** and their subcontractors shall make reasonable accommodations in the sequencing of the work during normal business hours to minimize impacts with Tenant activities to the extent such accommodations do not impact Contract Time or cost.

12 APPLICATIONS FOR PAYMENT

12.1 Upon notification from **SJES** that portions of the Work are complete and ready for inspection and acceptance, and **SJES** has issued an Interim Certification of Completion, **RLRA** shall, within three (3) working days of notification, conduct an inspection to determine if the portion of Work has been completed and is acceptable under the Contract Documents.

12.2 **SJES** shall submit to the **RLRA** applications for progress payments on a monthly basis by the 5th day of the month as determined by **SJES** (the “**Payment Application**”).

12.3 **SJES**'s Payment Applications shall be itemized and supported by the quantities and variable costs for Tasks 13.8 and Task 16 and/or percentage of work completed for the fixed price tasks in accordance with the schedule of values included in Exhibit B, and any other substantiating data as required by the Contract Documents or reasonably necessary for review by the **RLRA**. Payment Applications shall include payment requests for properly authorized Change Orders. The **RLRA** shall pay the amount otherwise due on any Payment Application, no later than twenty (20) days after **SJES** has submitted the Payment Application or within fifteen (15) days after payment for such work is received from the Army, whichever is later. Under no circumstance is **SJES** entitled to payment by the **RLRA** except as permitted in Section 5 of the ESCA from funds received for the Work actually performed pursuant to the SOW Exhibit A, unless a Change Order is executed which directs **SJES** to perform Work beyond that identified in Exhibit A. If the **RLRA** disputes any aspect of a Payment Application, the amount requested, or any portion of it, the **RLRA** shall so notify **SJES**'s Authorized Representative(s), in writing, within seven (7) days of receiving the Payment Application, stating the reason for its objection. The **RLRA** and **SJES** shall thereafter make all good faith reasonable efforts to resolve the dispute before the due date of the Payment Application. If they resolve the dispute within this time, the **RLRA** shall proceed to make payment in accordance with the Payment Application and any agreed modifications to it upon receipt of funds from the Army. If the parties do not resolve their dispute before the payment due date, they shall continue their good faith efforts to resolve the dispute, but the **RLRA** shall pay any requested amounts that are not subject to the identified dispute when received from the Army. Disputed amounts which are not paid within 15 days of the due date or the date of receipt from the Army, whichever is later, and which are later determined to have been properly invoiced and due shall be subject to interest, running from such later date. **SJES** shall not be obligated to continue to perform the Work in the event that the **RLRA** has not received funds from the Army after providing notice in accordance with Article 12.6.1

12.4 Within 15 days of completing the Work for a Galbestos Building (or a group of Galbestos Buildings), including receipt of associated preliminary laboratory data, **SJES** will provide a Certification of Completion report. When Final Completion has been achieved for all of the Work identified as Part A tasks in Exhibit B, **SJES** shall prepare for the **RLRA**'s acceptance a Final Certification of Completion and a final Payment Application, warranting that the Work for Part A tasks has reached Final Completion and has been performed in accordance with the Contract Documents. When Final Completion has been achieved for all of the Work identified as Part B tasks in Exhibit B, **SJES** shall prepare for the **RLRA**'s acceptance a Final Certification of Completion and a final Payment Application, warranting that the Work for Part B tasks has reached Final Completion and has been performed in accordance with the Contract Documents.

Final payment of the balance of the Contract Price for Part A tasks and Part B tasks shall be made to **SJES** within twenty (20) days after (a) **SJES** has submitted its application for final payment; (b) a Certificate of Final Completion has been executed by **SJES** and has been accepted by the **RLRA**; (c) funds have been received by the **RLRA** from the Army; and (d) release of funds has been authorized under Section 5 of the ESCA. .

12.5. Payment Method

12.5.1 **RLRA** shall remit payment of all invoices through electronic wire transfer of funds to **SJES**'s bank account, identified below:

Account Name:

Account Number:

Bank Name:

Bank Location:

Bank ABA Number:

Bank SWIFT BIC:

12.5.2 Alternatively, **RLRA** may remit payment of invoices by U.S. Mail to **SJES**'s lockbox account identified below:

Or by courier to:

12.6. Late Payment

12.6.1 If for any reason not the fault of **SJES**, **SJES** does not receive a payment from the **RLRA** within twenty (20) days after the due date or receipt by the **RLRA** of funds from the Army, whichever is later, then **SJES**, upon giving seven (7) days written notice to **RLRA**, and without prejudice to and in addition to any other legal remedies, may stop the Work

until payment of the full amount agreed by the parties owing to **SJES** has been paid to **SJES**, including interest from 15 days after receipt by the **RLRA** of funds from the Army, at the rate specified in Subparagraph 12.6.2. The Contract Price and Contract Time shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

12.6.2 Payments due but unpaid shall bear interest starting on the twentieth (20th) day after receipt by the **RLRA** of funds from the Army, at a rate of one and one half percent (1.5%) per month (18% per annum), amortized daily. No interest shall be paid for nonpayment caused by a failure of receipt from the Army.

12.6.3 If **either party** pursues arbitration to recover amounts due under the Contract Documents, the prevailing party shall be entitled to payment, not only of the amount due, plus interest measured from the date of the action for arbitration, but also to recover the arbitration fees, the arbitrators' fees, the prevailing parties' reasonable attorneys' fees, and the costs of arbitration, to the extent included in the arbitrators' award.

13 TERMINATION

13.1 Termination for Default

Either party ("Terminating Party") may terminate this Agreement, in writing, if the other party ("Breaching Party") fails to fulfill its obligations under the Agreement ("breaches") through no fault of the Terminating Party, if the following procedures are followed:

13.1.1 Before issuing a Declaration of Default, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending the Breaching Party a written notice ("Notice of Imminent Default") by registered or certified mail, return receipt requested, including a description of the conditions constituting breach of the Agreement and providing the Breaching Party a period of time of not less than seven (7) days and not more than twenty (20) days within which to take meaningful steps to correct such conditions to the satisfaction of the Terminating Party.

13.1.2 In the event that the Breaching Party does not take meaningful steps to correct such conditions contained in the Notice of Imminent Default to the satisfaction of the Terminating Party within the designated period of time, the Terminating Party may issue a Declaration of Default and terminate the Agreement effective on the date specified in the Declaration of Default (the "Effective Date").

13.1.3 Disputes arising under this Article shall proceed in accordance with Article 23 hereof.

13.2 Termination for Extended Force Majeure Suspensions

If an event or events of Force Majeure have suspended the Work for a cumulative period exceeding sixty (60) days, either party may give the other party seven (7) days' written notice of intention to consider the Agreement terminated.

Unless the parties reach agreement to continue the Work under the Contract Documents within that seven (7)-day period, the Agreement will be deemed terminated as of the eighth (8th) day. If the Agreement terminates due to Force Majeure, **SJES** shall be entitled to payment for that portion of the Work that has been completed on or before the date of termination, including profit on that Work, together with reasonable costs incurred during the period of suspension, and reasonable costs of closing out open orders and subcontracts, and reasonable wind-up costs, but in no case shall such costs be paid by the RLRA except to the extent that funds for that purpose are received from the Army.

14 HEALTH AND SAFETY/EMERGENCIES

14.1 The **RLRA** shall take all necessary measures to ensure that any operations the **RLRA** conducts, or permits to be carried out, on or near the Site while Work is in progress will not create unsafe working conditions for the employees of **SJES** or its Subcontractors, or others carrying out Work on behalf of **SJES** or its Subcontractors.

14.2 **SJES** has established and maintains an Accident Prevention Plan for its employees. A copy of this Accident Prevention Plan is available for review upon request from **RLRA**. **SJES** is responsible for site safety and the safety of **SJES**'s employees and authorized subcontractors or sub-subcontractors during such periods when they are performing their obligations pursuant to this Agreement. **SJES** shall provide for site safety for persons who enter **SJES**'s work area with authorization from either **SJES** or with advance notice to **SJES**, the **RLRA**, by adhering to the requirements of the Accident Prevention Plan. **SJES** shall undertake reasonable measures to warn others to avoid **SJES**'s work areas.

14.3 If an emergency arises at the site that creates a risk of death, personal injury, or significant property damage, **SJES** is authorized to take such measures as are reasonably necessary to avert or reduce the risk, or mitigate the potential damage, without awaiting instructions from the **RLRA**. **SJES** shall report to the **RLRA** the emergency and any actions **SJES** has taken to address the emergency, as soon as possible, in person or by telephone, and follow the initial notice with a written notice. **SJES** shall comply with all reporting requirements imposed by applicable Laws and Regulations, and any additional reasonable requirements the **RLRA** or its insurers may request.

15 INDEPENDENT CONTRACTOR

SJES shall provide its services under this Agreement as an independent contractor and its employees and subcontractors at any tier shall not be considered to be employees or agents of **RLRA** in any respect or for any purpose whatsoever.

16 SJES'S WARRANTIES

16.1 **SJES** warrants to **RLRA** that the Work, including all materials and equipment furnished as part of the Work, shall be of good quality, in conformance with the Contract Documents and applicable law and regulations, and free of defects in

workmanship for a period of one (1) year after Final Completion. Except as otherwise reflected in this Agreement, **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PURPOSE, ARE EXPRESSLY DISCLAIMED. THE TRANSACTION GOVERNED BY THE CONTRACT DOCUMENTS IS NOT A SALE OF GOODS GOVERNED BY ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (UCC), AND SHALL NOT GIVE RISE TO ANY OF THE WARRANTY RIGHTS PROVIDED BY THAT UCC ARTICLE, EITHER DIRECTLY OR BY ANALOGY.**

17 INSURANCE

17.1 RLRA’s Liability Insurance

The **RLRA** shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the **RLRA’s** errors or omissions.

17.2 SJES’s Insurance

SJES agrees to maintain, at its own expense, types and amounts of insurance as follows:

Types of Insurance	Limits of Liability
Worker’s Compensation	Statutory Worker’s Compensation
Employer’s Liability	\$1,000,000 Employer’s Liability
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Contractors Pollution Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident or loss All vehicles including hired and non-owned

17.3 SJES will, upon request, include the **RLRA** as an additional insured and furnish appropriate insurance certificates to **RLRA**. **SJES** agrees to indemnify **RLRA** for the hazards covered by **SJES’s** insurance subject to the limitation of liability contained in Article 18. **SJES** agrees to purchase such additional insurance as may be requested by **RLRA** (if

such insurance is available), provided the costs for such additional insurance are reimbursed by **RLRA**. All insurance coverage for this project shall include a provision that the insurer waives any right of subrogation against **RLRA**. **SJES** will also require that all subcontractors performing work on site include the **RLRA** as an additional insured and furnish appropriate insurance certificates to **RLRA**.

17.4 The **RLRA** shall pay the amount due on any Payment Applications less retention equal to 2% of the total invoice amount, up to a maximum cumulative retention amount of \$25,000.00. Thereafter the full amount of any Payment Applications shall be paid. Seventy-five percent (75%) of the retention amount shall be payable to **SJES** within fifteen (15) days after **RLRA** acceptance of the *Final Certification of Completion* for Part A tasks listed in Exhibit B, and twenty-five percent (25%) of the retainage payable to **SJES** after **RLRA** acceptance of the *Final Certification of Completion* for Part B tasks listed in Exhibit B, or the retained amount within fifteen (15) days after contract termination as described in Article 13 unless the termination is due to an uncorrected breach by **SJES**.

17.5 **SJES** shall require a 100% (one hundred percent) performance bond for the work to be performed by any subcontractor performing greater than \$50,000 in services for work on site, with the **RLRA** listed as a co-obligee.

18 INDEMNITY

18.1 Subject to the Limitation of Liability contained in Article 19 of this Agreement, **SJES** shall indemnify and hold **RLRA** harmless from and against Losses for bodily injuries or death, property loss or damage, to the extent caused by the negligent acts or omissions or willful misconduct of **SJES** or **SJES's** subcontractors or sub-subcontractors. **RLRA** shall indemnify and hold **SJES** harmless from any such claims, liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses to the extent arising from the negligence, acts or omissions of **RLRA**, or **RLRA's** agents, representatives or employees.

18.2 **Except to the extent covered by SJES's insurance, including Workmen's Compensation coverage, RLRA** shall indemnify and hold **SJES** harmless from all Losses for personal injuries, including death, property loss or damage, injuries to others (including employees of **RLRA**, **SJES**, and their subcontractors), and air, water or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of the Contract, except to the extent that such injury, loss or damage is caused by the negligent acts or omissions or willful misconduct of **SJES**. **RLRA** shall indemnify and hold **SJES**, its subsidiaries, affiliates and its employees harmless against all claims, liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses (except to the extent that liability is caused by **SJES's, its subsidiaries, employees or affiliates** negligent acts omissions or willful misconduct) arising from or in connection with the violation any third party's trade secrets, proprietary information, trademark, copyright or patent rights in connection with the performance of the Work hereunder. **RLRA's and SJES's**

obligation to indemnify, defend and hold harmless each other under this or any other provision of this Agreement will survive the expiration or termination of this Agreement for a period of one (1) year. **Each** shall promptly notify **the other** of any third-party claim known to either. Each may, at its option, participate in the defense of any such third party action and **the other** shall cooperate with such defense.

18.3 Claims against **SJES or the RLRA** under this Indemnity provision are considered disputes and shall be subject to Article 23.

19 WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY AND REMEDY

19.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE CONTRACT DOCUMENTS, PERFORMANCE OF OBLIGATIONS UNDER THEM, OR BREACH OF THE PARTIES' AGREEMENT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AT THE TIME OF THE COMMENCEMENT OF THE WORK. BOTH PARTIES EXPRESSLY WAIVE WHATEVER RIGHTS THEY MIGHT OTHERWISE HAVE UNDER APPLICABLE LAW TO RECOVER SUCH DAMAGES, WHICH INCLUDE, BY WAY OF EXAMPLE ONLY, LOSS OF INCOME OR REVENUE, LOSS OF USE, LOSS OF BUSINESS OPPORTUNITIES, AND COST OF OBTAINING SUBSTITUTE FACILITIES.

19.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, SJES'S TOTAL LIABILITY TO RLRA FOR ANY LOSS OR DAMAGE FROM CLAIMS UNDER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FROM ANY CAUSE, MATTER OR EVENT, INCLUDING BUT NOT LIMITED TO SJES'S STRICT LIABILITY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, AND/OR ANY OTHER BASIS, SHALL NOT EXCEED THE LESSER OF (A) THE TOTAL AMOUNT PAID BY RLRA TO SJES UNDER THIS AGREEMENT OR (B) THE PROCEEDS, IF ANY, AVAILABLE FROM THE INSURANCE THAT THE CONTRACT DOCUMENTS REQUIRE SJES TO MAINTAIN. SIMILARLY, RLRA'S TOTAL LIABILITY SHALL NOT EXCEED THE VALUE OF THIS AGREEMENT LESS ANY AMOUNTS RECEIVED FROM EITHER PARTIES' INSURANCE.

20 CONFIDENTIALITY

20.1 SJES shall maintain as confidential and not disclose, without **RLRA's** prior written consent, any information or documents obtained from **RLRA** expressly designated by the **RLRA** in writing to be "CONFIDENTIAL." The provisions of this Article 20 shall not apply to information in any form which (a) is published or comes into the public domain, (b) is already known to or by the receiving party, (c) is furnished by or obtained from a third party which is

under no obligation to keep the information confidential, or (d) is required to be disclosed by law, such as the California Public Records Act or pursuant to a court order or subpoena of a court, administrative agency or other authority with proper jurisdiction. The provisions of this Article shall not prohibit disclosure of the confidential information to **SJES's** employees or the employees of **SJES's** subcontractors or suppliers to the extent reasonably necessary to complete the Work in accordance with the Contract Documents, who shall similarly be bound by these restrictions.

20.2 Any request by any entity, other than a governmental entity, to **SJES** to disclose facts observed by **SJES** to third parties shall be forwarded to **RLRA** for determination of release.

20.3 **RLRA** agrees that **SJES** may use and publish **RLRA's** name and a general description of **SJES's** services with respect to the Work in describing **SJES's** experience and qualifications to other clients and potential clients.

21 USE OF PROJECT RECORDS/AUDIT OF RECORDS

21.1 All Project Records, including but not limited to, monthly reports, weigh tickets, and other documentation of completed work, prepared or furnished by **SJES** (including **SJES's** independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service regarding the Work and **SJES** shall retain an ownership and property interest therein whether or not the Project is completed. **RLRA** may make and retain copies for information and reference in connection with the Work; however, Project Records are not intended or represented to be suitable for any use other than the use specified in the Contract Documents. Any reuse of Project Records without prior written verification or adaptation by **SJES** for the specific purpose intended in this Agreement will be at **RLRA's** sole risk and exposure and without liability or legal exposure to **SJES**, or to **SJES's** independent professional associates, consultants or subcontractors. **RLRA** shall indemnify, defend and hold harmless **SJES** and **SJES's** independent professional associates, consultants and subcontractors from and against any and all claims, liabilities, losses, costs, damages and expenses whatsoever, including attorneys' fees and expenses, arising out of or resulting from reuse of any such Project Records without **SJES's** express, prior written approval of reuse. This indemnity shall only apply if the **RLRA** provided the third party the information without **SJES's** express prior written approval and failed to note its confidentiality or use limitations. Any verification or adaptation agreed to by **SJES** will entitle **SJES** to compensation from the third party at rates to be agreed upon by such third party and **SJES** at that time,

21.2 **RLRA** shall receive a copy of all data, reports, analyses, records, letters, writings and documents howsoever prepared or maintained (collectively "Information") (1) related to **SJES's** investigation of contamination at the former Riverbank Army Ammunition Plant undertaken pursuant to the Memorandum of Agreement entered into with the **RLRA** on October 10, 2011 and (2) copies of such information developed or used in connection with **SJES's** performance of the SOW in this agreement, including any amendments thereto. **RLRA** is precluded from using such Information for the

purpose of having the Work, which is the subject of this contract, performed unless **SJES** declines to perform such Work or **SJES** is terminated in the performance of this Work for breach. **SJES** may redact any cost or pricing data from such Information, except as needed by the **RLRA** to satisfy payment from the Army, to the extent that **SJES** views such cost or pricing data to be confidential.

21.3 Notwithstanding any other provision to the contrary, the **RLRA** shall have the right to review and audit **SJES**'s cost records only with respect to quantities and Work that has been performed on a variable (cost-reimbursable) or cost of time and material basis. For Change Orders that affect cost, **SJES** will provide a cost proposal detailing raw costs, burdens and profit. Such information shall be treated as confidential by **RLRA** and provided to the Army only upon request. The **RLRA** shall have no right to discover, review, assess, evaluate, or audit any agreed fixed price, the projected cost or profit components that make up the agreed fixed price, and the actual costs **SJES** incurred or profits that it earned in carrying out fixed priced Work.

22 **RECORDS RETENTION**

It is **RLRA**'s practice and policy to retain Project Records including reports, drawings and correspondence developed during performance of the Agreement for a period of three (3) years after project completion. Such records may be maintained on electronic or other media, as **RLRA** may deem appropriate

23 **DISPUTES**

23.1 **Limitations**

Unless the law provides a shorter limitations period (in which event that shorter limitations period shall apply), all disputes between the Parties arising out of or in connection with this Agreement must be brought within one (1) year after (a) the final Certification of Completion of the last of the Work hereunder or (b) one year after the final determination of Arbitration, whichever is later. All disputes between the Parties arising out of or in connection with this Agreement shall be resolved by submission to mediation and arbitration in Sacramento, California, or such other place as otherwise agreed in writing by the Parties as described below:

23.2 **Mediation**

The parties shall attempt in good faith to mediate each dispute and use their best efforts to reach agreement on the matters in dispute. Mediation may be initiated by either party, by submitting a written request for mediation, which shall specify in reasonable detail the facts of the dispute. Within ten (10) days from the date of delivery of the demand, the matter shall be submitted to mediation in accordance with the American Arbitration Association Construction

Industry Mediation Rules. The mediator's fee shall be shared equally by the Parties. If the dispute has not been resolved within one-hundred and twenty (120) days of submission of the request for mediation, the matter shall then be submitted to arbitration in accordance with Paragraph 23.3.

23.3. Arbitration

23.3.1 All claims, counterclaims, disputes and other matters in dispute between the Parties hereto arising out of or relating to this Agreement or the breach thereof not otherwise resolved shall be decided by arbitration in Sacramento, California, or such other place as the parties may agree, under the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in Subparagraph 23.3.2. This agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing arbitration law by any California court having jurisdiction.

23.3.2 Notice of demand for arbitration must be filed in writing with the other party or parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings, based on such claim, dispute or other matter in question, would be barred by this Agreement or by the applicable statute of limitations or statute of repose.

23.3.3 Only by written consent signed by all the Parties to this Agreement and containing a specific reference thereto, may the limitations and restrictions contained in Subparagraphs 23.3.1 and 23.3.2 be waived in whole or in part as to any claim, counterclaim, dispute or other matter.

23.3.4 The award rendered by the arbitrators will be final except with respect to a violation of the rules or process of arbitration. Except as indicated, the award is not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

24 NO THIRD-PARTY BENEFICIARIES

SJES's Work is performed for the sole and exclusive benefit of **RLRA**. This Agreement does not create, and is not intended to create, any right or benefit for anyone other than **RLRA** and **SJES**.

25 SALES AND USE TAX

The Contract Price includes all applicable sale and use taxes. **RLRA** has no exemption from any such taxes, and **SJES** will accordingly make such payments.

26 SEVERABILITY/SAVINGS

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable, for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

27 ASSIGNMENT

27.1 **SJES** may assign its rights under the Contract Documents to identified lenders, after giving written notice to the **RLRA** of the intended assignment. The **RLRA** agrees that it will, at **SJES**'s expense, provide such estoppel certificates or other documents reasonably required to **SJES**'s lenders to effectuate or evidence the assignment.

27.2 **SJES** may employ such professional associates, subcontractors and consultants as **SJES** deems appropriate to assist **SJES** in the performance of services, subject only to the provisions of section 3.5 herein..

27.3 Except as provided in Paragraphs 27.1 and 27.2, neither party is permitted to assign or otherwise transfer this Agreement or any rights or obligations hereunder to a subsidiary, successor, affiliate or any third party, except as expressly provided herein, without the prior written consent of the other party. Any attempted assignment in violation of this provision will be null and void and without force and effect.

28 CHOICE OF LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles that would require application of the substantive law of another jurisdiction.

29 ENTIRE AGREEMENT

29.1 The Contract Documents set forth the entire and integrated agreement between the parties, superseding all other prior or contemporaneous negotiations, representations or agreements, either written or oral.

29.2 Any terms and conditions set forth in **RLRA**'s purchase order, requisition, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by **SJES**. **SJES**'s acknowledgment of receipt of any purchase order, requisition, notice or authorization or **SJES**'s performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth in the Contract.

29.3 **SJES** acknowledges and agrees that this Agreement is a subcontract with **RLRA** and that the funds to be paid to **SJES** derive from **RLRA**'s contractual relationship with the United States Army. Any requirements of federal contract law, including the Federal Acquisition Regulations which are applicable to the **RLRA** shall be applicable to **SJES** to the

extent required by such law or regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown on Page 1.

SJES, INC.

By: _____

Typed Name _____

Title: _____

APPROVED AS TO FORM:

Riverbank Local Redevelopment Authority

By: _____

By: _____

Typed Name

Typed Name _____

Title: Special Counsel to the Riverbank Local
Redevelopment Authority

Title: _____

EXHIBIT A

SCOPE OF WORK

Part A Tasks	
2	CLIN 2 - Mobilization/Site Set-up
3	Trenches and Pits
3. 1.	CLIN 3 - Galbestos Bldgs
3. 1. 5.	Surface Clean
3. 1. 10.	Conveyors and Structural Steel Removal
3. 1. 15.	Saw Cutting - Corroded Concrete Edges
3. 1. 20.	Backfill and 50 % Concrete Cover
3. 1. 30.	Field Office Support
3. 2.	Non Galbestos Bldgs
3. 2. 5.	Surface Clean
3. 2. 10.	Backfill
3. 2. 20.	Field Office Support
7	CLIN 7 - Concrete Floor Hot Spot Remediation
7. 1.	Concrete Removal and Replacement
7. 1. 5.	Concrete Scabbling & Load-out
7. 1. 10.	Concrete Leveling
7. 1. 15.	Field Office Support
9	CLIN 9 - Misc Items
9. 1.	3. Lab Equipment B51
9. 1. 5.	3. Lab Equipment B51
9. 7.	Removal of Paint Building Contents (Bldg. 166)
9. 7. 5.	Removal of Paint Building Contents (Bldg. 166)
9.10.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling
9.10. 5.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling
9.11.	Inflation on BMP Cleaning and Monthly BMP Sampling
10	CLIN 10 - Demobe
10. 1.	Demobe
10. 1. 10.	Demobilization and Facility Removal
14	CLIN 14 - Encapsulate 4 Presses AM2T
14. 1.	Sample
14. 1. 5.	Sample
14. 2.	Scrub
14. 2. 5.	Scrub
15	CLIN 15 - Encapsulate 4 Presses AM2T - Option
15. 3.	Epoxy
15. 3. 5.	Epoxy

SCOPE OF WORK (cont'd)

Part B Tasks	
16	CLIN 16 - CERCLA
16. 3.	Stormwater Cleaning & Excavation
16. 3. 40.	Hydrojetting Storm Drains
16. 3. 50.	Part B Inflation Adjustment

PROPOSED

EXHIBIT B

SCHEDULE OF VALUES

CLIN	Outline Spec	Contract Price
	TOTAL	\$ 2,876,285
2	Mobilization/Site Set-up	\$ 116,900
2. 2.	Mobilization/Site Set-up	\$ 116,900
2. 2. 15.	Mobilization/Site Set-up	\$ 116,900
3	Trenches and Pits	\$ 1,037,367
3. 1.	Galbestos Bldgs	\$ 946,690
3. 1. 5.	Surface Clean	\$ 141,257
3. 1. 10.	Conveyors and Structural Steel Removal	\$ 118,770
3. 1. 15.	Saw Cutting - Corroded Concrete Edges	\$ 5,922
3. 1. 20.	Backfill and 50 % Concrete Cover	\$ 617,394
3. 1. 30.	Field Office Support	\$ 63,347
3. 2.	Non Galbestos Bldgs	\$ 90,677
3. 2. 5.	Surface Clean	\$ 25,618
3. 2. 10.	Backfill	\$ 58,042
3. 2. 20.	Field Office Support	\$ 7,017
7	Concrete Floor Hot Spot Remediation	\$ 490,324
7. 1.	Concrete Removal and Replacement	\$ 490,324
7. 1. 5.	Concrete Scabbling & Load-out	\$ 413,964
7. 1. 10.	Concrete Leveling	\$ 30,762
7. 1. 15.	Field Office Support	\$ 45,598
9	Misc Items	\$ 745,292
9. 1.	3. Lab Equipment B51	\$ 83,305
9. 1. 5.	3. Lab Equipment B51	\$ 83,305
9. 7.	Removal of Paint Building Contents (Bldg. 166)	\$ 2,138
9. 7. 5.	Removal of Paint Building Contents (Bldg. 166)	\$ 2,138
9.10.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling	\$ 659,849
9.10. 5.	Bi-Weekly BMP Cleaning and Monthly BMP Sampling	\$ 659,849
9.11	Inflation Factor	\$ 13,197
10	Demobe	\$ 1,766
10. 1.	Demobe	\$ 1,766
10. 1. 10.	Demobillization and Facility Removal	\$ 1,766
14	Encapsulate 4 Presses AM2T	\$ 85,180
14. 1.	Sample	\$ 1,626
14. 1. 5.	Sample	\$ 1,626
14. 2.	Scrub	\$ 83,554
14. 2. 5.	Scrub	\$ 83,554
15	Encapsulate 4 Presses AM2T - Option	\$ 102,463
15. 3.	Epoxy	\$ 102,463
15. 3. 5.	Epoxy	\$ 102,463
16	CERCLA	\$ 298,696
16. 3.	Stormwater Cleaning & Excavation	\$ 298,696
16. 3. 40.	Hydrojetting Storm Drains	\$ 273,653
16. 3. 50.	Part B Inflation Adjustment	\$ 25,043

EXHIBIT C

APPROXIMATE TASK DURATIONS AND SEQUENCE

CLIN	Part A Tasks	Commence	Duration
2	Mobilization/Site Set-up	November 2017	30 days
3	Trenches and Pits	November 2017	8 months
7	Concrete Floor Hot Spot Remediation	December 2017	6 months
9	Misc Items	January 2017	24-36 months
10	Demobe	November 2019	30 days
14	Encapsulate 4 Presses AM2T	December 2017	8 months
15	Encapsulate 4 Presses AM2T - Option	TBD	TBD
	Part B Tasks		
16	CERCLA	April 2018	3 months

EXHIBIT D

AUTHORIZED REPRESENTATIVES AND CONTACT INFORMATION

The **RLRA** designates the following person(s) to act as its Authorized Representative(s):

Name: Debbie Olson
Address: 5300 Claus Road, Suite 1
Modesto, CA 95357
Phone: 209-863-9316
Fax: 209-869-8071
Email: dolson@riverbanklra.org

SJES designated the following person(s) to act as its Authorized Representative(s):

Name:
Address:
Phone:
Fax:
Email:

ADDENDUM TO THE RLRA/SJES CONTRACT

This addendum provides additional detail for select CLINs identified in Exhibit A. More specifically, the following narrative shall provide additional details to the Scope of Work (Exhibit A) with respect to CLIN 7, CLIN 9.10 and CLIN 15.

CLIN 7—Concrete Floor Hot Spot Remediation

Prior to commencing work on CLIN 7, SJES will perform a test of the methods to be used in the remediation process followed by remediation/verification sampling of the concrete floor test area and present findings and recommendations to the RLRA on approach and recommended workplan. Test methods will include washing, use of solvents and diamond grinding concrete surfaces. A cleanup goal of 5 mg/kg cleanup/remediation will be the objective of any remediation process. Data obtained from the test sampling will be used to determine the required cleanup/remediation for the remainder of CLIN 7. Sampling approach for the concrete floors is found in Section 4.4.2 of the Sampling and Analysis Plan (April 2016) on file with the RLRA.

If the above noted test methods fail to meet the remediation goals and more invasive methods of remediation are necessary, SJES will submit in writing a recommendation for completing the activity that includes justification for additional time and materials which if approved may include additional cost along with a change order.

CLIN 9.10—Bi-Weekly BMP Cleaning and Monthly BMP Sampling

Bi-weekly cleaning in tenant-occupied areas and monthly wipe sampling within tenant areas are not considered a remediation activity under the Conditional Approval from the US Environmental Protection Agency. BMPs consist of cleaning activities instituted to minimize tenant's contact with potential contaminants and verify that administrative and engineering controls are adequately protecting the health and safety of individuals working in the buildings during the remediation process. BMPs will begin following an initial one-time cleaning of the project area by Weston, Inc.

After the initial cleaning, BMP cleaning will consist of vacuuming floors and/or wiping with wet cloths (as required by the EPA approval letter) the surfaces in tenant occupied areas and access corridors adjacent to exclusion zones where active remediation of paint or removal of Galbestos panels is taking place.

BMP cleaning should focus on floors and surfaces where one might reasonably expect dermal contact during normal working activities.

Monthly wipe sampling will be conducted in tenant occupied areas and access corridors as described in Section 4.3 of the Sampling Analysis Plan (April 2016) on file with the RLRA.

If wipe samples result in an exceedance of 5 micrograms per 100 square centimeters in tenant occupied areas, additional measures such as increasing the frequency of BMP cleaning may be required by appropriate authorities. Alternatively, if the wipe sample results are less than the cleanup goal, the RLRA reserves the right to reduce the frequency and PPE utilized during BMP cleaning. If following the reduction in frequency for BMP cleaning the wipe sample results are less than the cleanup goals, the RLRA reserves the right to alter the required frequency for BMP sampling. Workers shall be properly attired for dermal and inhalation risks that they encounter.

In any case, BMP cleaning is capped at 7,000 hours for the duration of the project.

CLIN 15—Encapsulate Four (4) Presses

The encapsulation of four presses under CLIN 15 is an optional remediation activity to be performed only if: 1) sampling of the presses indicate presence of PCBs above remediation goals of 50ppm and, 2) the RLRA receives express written approval from the Army Grant's Officer to proceed with the encapsulation activity.

PROPOSED

EXHIBIT E

SAMPLE REPORT TEMPLATE

PROPOSED

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY

RESOLUTION

A RESOLUTION OF THE LOCAL REDEVELOPMENT AUTHORITY BOARD OF THE CITY OF RIVERBANK APPROVING A SUPPLEMENTAL CONTRACT AMENDMENT (#1) TO THE EXISTING RIVERBANK INDUSTRIAL COMPLEX FACILITY MANAGEMENT SERVICES CONTRACT WITH SAN JOAQUIN ENGINEERING SOLUTIONS FOR WORK ON ESCA #2

WHEREAS, the Riverbank Local Redevelopment Authority (LRA) manages the former Riverbank Army Ammunition Plant for the Army; and,

WHEREAS, the Army pays the Riverbank LRA to manage the site; and,

WHEREAS, it is necessary to remediate and remove PCB contamination from the site; and,

WHEREAS, the Army desires the Riverbank LRA to manage this remediation and removal under an Environmental Services Cooperating Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Local Redevelopment Authority Board of the City of Riverbank hereby approves an amendment to the contract with San Joaquin Engineering Services to handle a portion of ESCA #2 for an amount not to exceed \$3,000,000.

PASSED AND ADOPTED by the Local Redevelopment Authority Board of the City of Riverbank at a meeting held on the 27th day of September, 2016; motioned by Authority Member _____, seconded by Authority Member _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
Secretary

Richard D. O'Brien
Chair

Attachment: Copy of SJES Contract Amendment #1 to ESCA #2

PROPOSED

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.2**

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject:	Local Redevelopment Authority (LRA) Budget Report Fiscal Year End 2015-2016
From:	Marisela Garcia, Interim City Manager
Submitted by:	Debbie Olson, Executive Director Melissa Holdaway, Administrative Analyst II

RECOMMENDATION

It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) receive and accept the fiscal year end 2015-16 LRA Budget Report.

SUMMARY

The LRA Board adopted the FY 2015/16 operating budget on June 23, 2015, per Resolution 2015-002. The budget provided a working financial plan for the year based on best estimates of revenues and expenditures.

On February 23, 2016, the LRA Board adopted the Mid-Year Budget per Resolution 2016-004 with changes recommended by LRA staff. Additional adjustments were made in the ensuing months between mid-year and year end in consultation with granting agencies and funding needs in accordance with Resolution 2010-021 that allows the LRA to shift funds up to \$50,000 to meet critical needs.

The spreadsheet outlining the revenues and expenditures for FY 2015/16 through June 30 is presented with this report and shows fiscal year revenues, expenditures, remaining balances and percent of change from beginning balance. Note: these are unaudited numbers and subject to change.

BACKGROUND:

A snapshot of the revenue/expenditures is shown below.

Revenues (Jul 1, 2015 – Jun 30, 2016)	\$2,420,279
Expenditures (Jul 1, 2015 – Jun 30, 2016)	\$2,125,967
Ending Balance (June 30, 2016)	\$ 294,312

These numbers reflect \$2,420,279 in revenues received in FY 2015-16. Expenditures in the same fiscal year were \$2,125,967. The ending balance is receipts over expenditures for the RLRA budget for Fiscal Year 2015-16 totaling \$294,312.

Site Revenue – Fund 197

Revenues in this category are made up of Rents, Sale of Personal Property, Department of Defense (DoD) Caretaker Revenue, Utility Revenue and a miscellaneous category of Other Revenue.

FY 2015-16 Budget	Actual	Difference	% Change from Beginning Balance
\$2,304,485	\$2,420,279	\$115,794	5% (over)

A couple of factors have contributed to the overall increase in site revenue.

1. Increase in leased property and annual percentage increases, therefore, additional tenant revenue.
2. Utility Revenue increased due to additional tenant users.
3. Misc Revenue increased due to lawsuit settlement.

Site Expenditures

FY 2015-16 Budget	Actual	Difference	% Change from Beginning Balance
\$2,049,233	\$2,125,967	\$76,734	4% (over)

Expenditures this fiscal year ended in a structural deficit for the last quarter due to fire suppression repair costs and security exceeding initial budget projections. The LRA's increase in revenue projections covered this deficit by year end with an ending balance of \$294,312.

OEA Grant Revenue – Fund 198

FY 2015-16 Budget	Actual	Balance
\$580,321	\$373,872	\$206,449

Fund 198 consists of grant revenue from Office of Economic Adjustment (“OEA”). In FY 2015-16 the LRA received approval from OEA for an initial grant of \$382,483 and a supplemental adjustment to the grant was approved for \$580,321 to extend the grant through December 2016. This grant is on a reimbursement basis. The balance will cover the costs in the next FY budget through December.

ESCA #1 – Fund 199

FY 2015-16 Budget	Actual	Difference	% Change from Beginning Balance
\$0	\$8,495,199	\$8,495,199	100% (over)

In May 2016 an environmental services cooperative agreement (“ESCA”) was executed. The initial FY 2015-16 budget did not reflect this fund nor the Mid-year adjustment as the grant was executed after these deadlines. We have included the ESCA revenue and expenses for the last quarter of FY 2015-16 in the final budget.

ESCA Expenditures

FY 2015-16 Budget	Actual	Difference	% Change from Beginning Balance
\$0	\$2,945,928	\$2,945,928	100% (over)

The environmental services agreement (“ESCA”) expenditures to date covered the first quarter of the grant for mobilization and the beginning stages of cleanup to include, characterization sampling, cleaning of the pits, trenches and panels.

Additional Budget Items of Note

Miscellaneous revenue was over budget due to the repayment of some legal for a prior year insurance claim settlement totaling \$14k.

There is an ending cash on hand for the ESCA #2 project that will carry over into the next FY as we are moving forward on this project and accomplishing the required scope of work.

FINANCIAL IMPACT

Revenues exceeded expenditures this fiscal year.

STRATEGIC PLANNING ALIGNMENT

The presentation of the LRA's FY 2015-16 budget supports the City's mission and reinforces the City's core values of transparency and fiscal responsibility.

ATTACHMENT

1. FY 2015-16 Fiscal Year End Statement of Revenue/Expenditures
2. FY 2015-16 Fund 197 Revenue Expenditure Report
3. FY 2015-16 Fund 198 Revenue Expenditure Report
4. FY 2015-16 Fund 199 Revenue Expenditure Report

LRA Fiscal Year 2015-2016 Budget

Statement of Revenue and Expenditures

Period of July 2015 - June 2016

	<u>2015-16 Budget</u> <u>Approved</u>	<u>2015-16 Budget</u> <u>Mid Yr</u>	<u>2015-16 Budget</u> <u>Actuals</u>	<u>2016-17 Budget</u> <u>Approved</u>
REVENUES				
<i>OEA Grants</i>	382,483	382,483	373,872	205,107
<i>Rents</i>	1,456,800	1,456,800	1,495,494	1,460,000
<i>Sale of Personal Property</i>	500,000			
<i>DOD Caretaker Revenue</i>	98,685	98,685	98,685	100,800
<i>Utility Revenue from Tenants</i>	725,000	725,000	781,605	840,000
<i>Miscellaneous Revenue</i>	87,853	24,000	44,495	20,000
<i>ESCA #1</i>				
<i>ESCA #2</i>			8,495,199	* 24,228,271
Total Revenue	3,250,821	2,686,968	11,289,350	26,854,178
EXPENDITURES				
Salaries and Fringe				
<i>Salaries</i>	213,191	213,191	213,192	254,822
<i>Fringe</i>	111,932	111,932	111,933	140,816
Administrative Expenses				
<i>Travel</i>	4,307	6,807	6,596	6,450
<i>Equipment</i>	0	0	0	2,500
<i>Office Supplies/Legal Ads</i>	3,442	3,442	5,135	3,400
<i>Phones</i>	5,101	5,101	4,621	5,200
<i>Copier</i>	5,089	5,089	8,196	5,000
<i>Postage</i>	500	500	236	200
<i>Janitorial</i>	2,574	2,574	1,002	2,600
<i>Marketing/Branding</i>	10,000	5,000	2,358	5,000
Professional Services				
<i>Legal</i>	200,000	200,000	218,577	150,000
<i>Other Services</i>	19,950	45,950	51,603	12,500
<i>Insurance Premiums</i>	100,000	100,000	97,865	100,000
Facility Operations & Maintenance				
<i>Well maintenance</i>	1,500	1,000	0	500
<i>Permits</i>	6,000	6,000	1,686	6,000
<i>Water Testing</i>	7,000	3,000	2,646	3,000
<i>Electrical PM</i>	70,000	70,000	55,287	100,000
<i>Electrical Infrastructure Upgrade/Repair</i>	0	0	0	
<i>Fire Supression Maintenance</i>	5,000	24,500	35,141	7,000
<i>Landscaping</i>	8,000	8,000	7,110	8,000
<i>Propane</i>	3,000	1,500	1,765	3,000
<i>Repairs</i>	112,853	115,000	104,413	120,000
<i>Fire Assessment Fees*</i>	200	200	0	200
<i>Common Area Costs (electric, water, garbage)</i>	860,000	840,000	903,263	900,000
<i>Tenant Improvements</i>	20,000	20,000	12,385	50,000
Facility Mgmt/Security Services Contracts				
<i>Security</i>	168,000	168,000	180,059	195,000
<i>Facility Management</i>	475,000	475,000	474,770	500,000
ESCA #2				
<i>Weston Contract ESCA #2</i>			2,782,430	16,128,408
<i>Contingency</i>				
<i>Variable Cost (T & D)</i>				
<i>SJES Contract ESCA #2</i>				1,550,884
<i>Administrative Expenses</i>			163,498	
<i>Carryover FY 16/17</i>			5,549,271	
<i>ESCA Related Improvements</i>				1,087,309
Total Expenditures	2,412,639	2,431,786	10,995,038	21,347,789
Net Revenues Less Expenditures	838,182	255,182	294,312	** 5,506,389

* Includes carryover of excess funds from ESCA #2 FY 15/16

** Balance will carryover in the following FY to continue the ESCA #2 project

	<u>2015-16</u> <u>Budget</u>	<u>First</u> <u>Quarter</u> <u>Jul-Sept</u>	<u>Second</u> <u>Quarter</u> <u>Oct-Dec</u>	<u>Third</u> <u>Quarter</u> <u>Jan-Mar</u>	<u>Fourth</u> <u>Quarter</u> <u>Apr-Jun</u>	<u>Year to</u> <u>Date</u>
Fund 197						
<i>Rents</i>	1,456,800	389,125	368,092	353,228	385,049	1,495,494
<i>Sale of Personal Property</i>	-					0
<i>DOD Caretaker Revenue</i>	98,685		74,014	24,671		98,685
<i>Utility Revenue from Tenants</i>	725,000	81,719	212,556	212,644	274,687	781,606
<i>Miscellaneous Revenue</i>	24,000	3,050	6,307	26,137	9,001	44,495
Total Revenue	2,304,485	473,894	660,969	616,680	668,737	2,420,279
<i>Salaries</i>	21,602	5,701	6,205	4,694	5,003	21,603
<i>Fringe</i>	11,297	2,787	3,458	2,927	2,125	11,297
Administrative Expenses						
<i>Travel</i>	4,105	787	1,073	622	1,413	3,894
<i>Equipment</i>						0
<i>Office Supplies/Legal Ads</i>	397	136	93	86	284	599
<i>Phones</i>	521	121	81	81	244	527
<i>Copier</i>	509	177	52	51	586	866
<i>Postage</i>	50	5	4	4	33	46
<i>Janitorial</i>	257				100	100
<i>Marketing/Branding</i>	4,300	625	24		1,709	2,358
Professional Services						
<i>Legal</i>	146,000	6,936	50,567	19,229	87,845	164,577
<i>Other Services</i>	27,995		3,255	6,578	33,877	43,710
<i>Insurance Premiums</i>	100,000				97,865	97,865
Facility Operations & Maintenance						
<i>Well maintenance</i>	1,000					0
<i>Permits</i>	6,000	80		818	788	1,686
<i>Water Testing</i>	3,000	180	690	330	1,446	2,646
<i>Electrical PM</i>	70,000		30,533		24,754	55,287
<i>Electrical Infrastructure Upgrade/Repair</i>	0					0
<i>Fire Supression Maintenance</i>	24,500	7,315	17,110	2,248	8,469	35,141
<i>Landscaping</i>	8,000	790	1,580	1,580	3,160	7,110
<i>Propane</i>	1,500		554	702	509	1,765
<i>Repairs</i>	115,000	11,724	60,584	15,852	16,254	104,413
<i>Fire Assessment Fees</i>	200					0
<i>Common Area Costs (electric, water, garbage)</i>	840,000	165,446	212,366	262,666	262,786	903,263
<i>Tenant Improvements</i>	20,000			5,446	6,940	12,385
Facility Mgmt/Security Services Contracts						
<i>Security</i>	168,000	28,215	41,946	46,033	63,865	180,059
<i>Facility Management</i>	475,000	72,911	120,163	116,320	165,377	474,770
Total Expenditures	2,049,233	303,935	550,336	486,264	785,431	2,125,967
Net Revenues Less Expenditures	255,252	169,959	110,633	130,415	(116,695)	294,312

	<u>2015-16 Budget</u>	<u>First Quarter Jul-Sept</u>	<u>Second Quarter Oct- Dec</u>	<u>Third Quarter Jan-Mar</u>	<u>Fourth Quarter Apr-Jun</u>	<u>2015-16 Year to Date</u>
Fund 198						
<i>OEA Grants</i>	* 580,321	82,192	113,045	80,083	98,552	373,872
Total Revenue	* 580,321	82,192	113,045	80,083	98,552	373,872
<i>Salaries</i>	279,316	51,313	55,837	42,246	42,193	191,589
<i>Fringe</i>	147,602	25,083	31,122	26,344	18,087	100,636
Administrative Expenses						0
<i>Travel</i>	8,635	1,851	851			2,702
<i>Office Supplies/Legal Ads</i>	5,020	1,222	755	772	1,787	4,536
<i>Phones</i>	5,971	1,084	814	729	1,466	4,094
<i>Copier</i>	7,425	1,597	455	455	4,823	7,330
<i>Postage</i>	450	42	38	45	65	190
<i>Janitorial</i>	2,317				902	902
<i>Marketing/Branding</i>	630					0
Professional Services						0
<i>Legal</i>	78,000		23,172	6,042	24,785	54,000
<i>Other Services</i>	44,955			3,449	4,444	7,893
Total Expenditures	580,321	82,192	113,045	80,083	98,552	373,872
Net Revenues Less Expenditures	0	0	0	0	0	0

*supplemental awarded through December

	<u>Budget</u> <u>FY 2015-16</u>	<u>Fourth Quarter</u> <u>Apr-Jun</u>	<u>2015-16 Year</u> <u>End</u>
<u>Fund 199</u>			
<i>ESCA #2</i>	8,495,199	8,495,199	8,495,199
Total Revenue	8,495,199	8,495,199	8,495,199
<i>Weston Contract ESCA #2</i>	5,441,495	2,782,430	2,659,065
<i>Variable Cost (T & D)</i>			-
<i>SJES Contract ESCA #2</i>	1,676,066		1,676,066
<i>Administrative Expenses</i>	163,498	163,498	-
<i>Contingency</i>	1,214,140		1,214,140
Total Expenditures	8,495,199	2,945,928	5,549,271

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject:	A Resolution Authorizing the Expenditure of \$5,000 from the General Fund Reserve to Repair the Community Center Park Restroom
From:	Marisela H. Garcia, Interim City Manager/Director of Finance
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider adopting the Resolution authorizing the appropriation of \$5,000 from the General Fund Reserve for the repair of the Community Center Park Restroom.

INTRODUCTION

In July 2016 the Community Center Park Restroom incurred significant fire damage due to vandalism. The City Parks and Recreation Department obtained three bids for the repair of the restroom. The low bid received was \$13,700. The City's insurance will cover a significant portion of the work but we are responsible for the deductible of \$5,000.

DISCUSSION

It is proposed that the City of Riverbank City Council approve the use of \$5,000 from the General Fund Reserve to cover the insurance deductible to repair the Community Center Park restroom. The park restroom has been an asset to the park for reservations, Farmer's Market and general community use.

Along with the repairs for the restroom, the contractor will remove paper towels, trash cans, and all plastic that could be melted. A hand dryer will be installed as well as metal sheathing in the roof and side block walls to avoid future damage. The repairs to the restroom will make the restroom fireproof and easier to repair if damage occurs in the future.

FINANCIAL IMPACT:

The financial impact would be to the General Fund Reserve in the amount of \$5,000. The City's insurance would cover the balance of funds in the amount of \$8,700.

ATTACHMENTS:

- 1) Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO AUTHORIZE THE EXPENDITURE OF \$5,000 FROM THE
GENERAL FUND RESERVE TO REPAIR THE COMMUNITY CENTER PARK
RESTROOM**

WHEREAS, the City of Riverbank's Community Center Park Restroom suffered fire damage due to vandalism in July, 2016 and extensive damage was incurred; and

WHEREAS, the City has obtained quotes for the repair of the park restroom and determined the low bid as \$13,700; and

WHEREAS, the amount of the deductible for the City of Riverbank's Insurance Policy is \$5,000 for the repair of the Community Center Park Restroom.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the appropriation of \$5,000 from the General Fund Reserve to repair the Community Center Park restroom. This amount will be appropriated to account number 101-414.000-707.003.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of September, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachments:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject:	A Resolution Amending the Membership Limits of the Budget Advisory Committee and Establishing a \$50 Per Meeting Stipend
From:	Marisela H. Garcia, Interim City Manager

RECOMMENDATION

It is recommended that the City Council adopt a Resolution amending the Membership limits of the Budget Advisory Committee and establishing a \$50 per meeting stipend for appointed members.

SUMMARY

It is being recommended that the City Council consider establishing an Alternate seat to the Budget Advisory Committee, similar to the Planning Commission, in order to ensure continuity on the Committee. In addition, it is recommended that a \$50 per meeting stipend be provided to all appointed members.

BACKGROUND

At the May 10, 2015 City Council Meeting, Council authorized staff to amend the membership of the Budget Advisory Committee from seven (7) members to five (5). This amendment was made in order to ensure that a quorum of three (3) would be available to continue the work of the Committee. Since this time, the Committee has successfully been able to meet consistently. In order to provide consistency and continuity on the Committee, particularly when the term expires for a seat and there is no quorum available.

In addition to the change in membership, it is recommended that the City Council consider establishing a \$50 per meeting stipend for each of the voting Committee Members and the voting Alternate for attendance of a meeting, in which a quorum is available to conduct the meeting. The stipend would be provided to those in attendance and in the future may serve to attract additional members. This fee is comparable to the fee received by the Water Appeals Board.

FINANCIAL IMPACT

There will be a minimal financial impact of \$3,600 annually to the General Fund for the proposed stipend.

STRATEGIC PLAN

The recommendations received from the Budget Advisory Committee are directly related to the City's Strategic Plan Three Year Goal to "Achieve and Maintain Financial Stability and Sustainability."

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AMENDING THE MEMBERSHIP LIMITS OF THE BUDGET ADVISORY COMMITTEE AND ESTABLISHING A \$50 PER MEETING STIPEND

WHEREAS, it was the desire of the City Council to establish a Budget Advisory Committee that would represent the community's interests and make recommendations to the City Council regarding budgetary matters; and,

WHEREAS, on June 28, 2010 the City Council took formal action through the adoption of Resolution No. 2010-079 establishing the Budget Advisory Committee; and,

WHEREAS, over the past several years it has been difficult to attract and retain members on the Committee causing difficulty in holding regular meetings due to lack of a quorum ; and,

WHEREAS, the Budget Advisory Committee has discussed the proposed amendments to the membership and term limits of the Committee and recommends approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the following membership and term limit amendments:

- The Committee will be comprised of five (5) voting members, one (1) voting committee member Alternate, one (1) nonvoting Councilmember, and one (1) non-voting Councilmember Alternate. The Councilmember and alternate shall be appointed by the Mayor and approved by the City Council, while the other Committee members shall be appointed by a majority vote of the City Council. Prospective Committee members must reside within the Riverbank city limits and should possess a basic knowledge of accounting procedures and protocols.
- Successful applicants will be alphabetically assigned a numbered seat. Odd numbered seat members will be appointed to a two year term. Even numbered seat members will be appointed to a one year term initially, and thereafter the seats will be for two year terms. Members with expiring terms are eligible to reapply for consideration by the selection committee.
- Voting Committee Members and the voting committee member Alternate who attends a meeting, in which a quorum is available to conduct the meeting, is entitled to a \$50 per meeting stipend.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of September, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Budget Advisory Committee – Authority and Responsibilities

PROPOSED

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject/ Title:	A Resolution Appointing Members and Alternates to the City of Riverbank Budget Advisory Committee
From:	Marisela H. Garcia, Interim City Manager

RECOMMENDATION:

It is recommended that the City Council approve by **Resolution** the Mayor-recommended appointment of Arlene Figueroa and Rob Christensen as members of the City of Riverbank Budget Advisory Committee and Cindy Fosi as Committee Member Alternate.

SUMMARY:

At the June 28, 2010 City Council Meeting, Council authorized staff to form a Budget Advisory Committee. This committee will serve to make recommendations, in an advisory role, to City Council on projects, programs and policies related to the City's operating budget and annual audits. The committee is comprised of five (5) voting members, one (1) Committee Member Alternate, one (1) non-voting Councilmember, and one (1) non-voting Councilmember alternate.

In July 2016, two terms expired on the Committee. Applications for appointment were received from Arlene Figueroa, Cindy Fosi, and Rob Christensen. Mrs. Figueroa and Ms. Fosi were the incumbents of the two expired terms. Mr. Christensen has experience working in a local government, including the preparation of capital improvement budgets. Their interest in continuing to be members of the Committee, as well as their experience in budgeting, make them excellent candidates to fill the expired terms on the Committee until July 26, 2018.

By recommendation of Mayor O'Brien, it is recommended that the City Council ratify the appointment of the following candidates to the Budget Advisory Committee:

- Chair 1: Rob Christensen - Term Expiration 07/26/2018
- Chair 3: Arlene Figueroa - Term Expiration 07/26/2018
- Committee Member Alternate: Cindy Fosi - Term Expiration 07/26/2018

FINANCIAL IMPACT:

There is no financial impact associated with the appointment of these members to the Budget Advisory Committee.

STRATEGIC PLAN:

This report is directly related to the City's Strategic Plan Three-Year Goal to:

“Achieve and Maintain Financial Stability and Sustainability”

ATTACHMENTS:

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPOINTING MEMBERS TO THE BUDGET ADVISORY COMMITTEE**

WHEREAS, On June 28, 2010, the City Council formed the Budget Advisory Committee to provide recommendations, in an advisory role, to City Council on projects, programs and policies related to the City's operating budget and annual audits; and,

WHEREAS, There has been continuous recruitment for a voting member from the residents of the City of Riverbank; and,

WHEREAS, Several residents of the City of Riverbank have expressed interest in becoming members of the Budget Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby appoints the following residents to the City of Riverbank Budget Advisory Committee:

- **Chair 1: Rob Christensen - Term Expiration 07/26/2018**
- **Chair 3: Arlene Figueroa - Term Expiration 07/26/2018**
- **Committee Member Alternate: Cindy Fosi - Term Expiration 07/26/2018**

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of September, 2016; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.6

SECTION 6: NEW BUSINESS

Meeting Date:	September 27, 2016
Subject:	Consideration of the 2016 League of California Cities Annual Conference Resolution
From:	Marisela H. Garcia, Interim City Manager/Director of Finance

RECOMMENDATION

It is recommended that the City Council consider supporting the League of California Cities' resolution, and determine the City of Riverbank's position on the resolution so that Voting Delegate Councilmember Darlene Barber-Martinez, or Alternate Voting Delegate Leanne Jones Cruz, are prepared to represent the City's position accordingly during the Annual Business meeting portion of the Conference.

SUMMARY

The annual League of California Cities conference will be held in Long Beach, CA on October 5 – October 7, and the Annual Business Meeting is scheduled for Friday, October 7, at 12:00 pm.

BACKGROUND

The League of California Cities Board of Directors and eight standing Policy Committees consider issue of importance both locally and regionally facing cities. If an issue requires the League to consider a formal policy position, resolutions are drafted and presented for consideration. These resolutions are developed and evaluated using criteria designed to enhance the development of the League's policies. The process of resolutions submitted to the General Assembly must have the concurrence of at least five cities or by city officials from at least five or more cities.

SUMMARY OF RESOLUTION

This year the following resolution is being introduced for consideration, and is summarized from the information provided in the attached resolution packet:

RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood.

Referred To: Transportation, Communication and Public Works Policy Committees

Resolution Objective

The objective is to encourage cities throughout California to support Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety. Cities should consider joining these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadway and encourages the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

Resolution Summary

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that “life and health can never be exchanged for other benefits within the society.” 18 U.S. cities have adopted Vision Zero programs, including San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach, and Fremont.

A Vision Zero city meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publically, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in a clear time frame
- Key city departments (including police, transportation, and public health) are engaged

In 2009 a national group of traffic safety stakeholders launched an effort called “Toward Zero Deaths: A National Strategy on Highway Safety.” This initiative has been supported by the Federal Highway Administration and states throughout the United States, including California.

All of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nations roadways. They employ proven strategies, actions, and countermeasures across education, enforcement, and engineering

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage the implementation of projects and programs that prioritize safety will help

California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending of the level and scope of investment any particular city would seek to make.

Staff Recommendation: It is recommended that the City Council consider supporting the Leagues' resolution in their efforts to adopt programs and initiatives which make safety a top priority for transportation projects ad policy formulation, while encouraging cities to pursue similar initiatives.

ATTACHMENTS

1. The League of California Cities Annual Conference Resolutions Packet for 2016.



*Annual Conference
Resolutions Packet*

2016 Annual Conference Resolutions



Long Beach, California

October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5
Hyatt Regency Long Beach
200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m.
Hyatt Regency Long Beach
200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.
Long Beach Convention Center
300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|---|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |

ACTION FOOTNOTES

* Subject matter covered in another resolution

a Amend+

Aa Approve as amended+

** Existing League policy

Aaa Approve with additional amendment(s)+

*** Local authority presently exists

Ra Refer as amended to appropriate policy committee for study+

Raa Additional amendments and refer+

Da Amend (for clarity or brevity) and Disapprove+

Na Amend (for clarity or brevity) and take No Action+

W Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America’s traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

//////////

Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has *the* highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronetWORK.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

//////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), “Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change.”¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco’s Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronet.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League’s future policy when it comes to advocating for transportation funding and other existing priorities. While the clause “encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways” provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would “commit” the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it’s too early to make any conclusions about Vision Zero’s effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth “Whereas” clause from the top, the word “principal” should be “principle.”

Existing League Policy: “The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League’s priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.

- Unified Statewide Solution. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- Flexibility. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

LETTERS OF CONCURRENCE

Resolution No. 1

VISION ZERO



Office of the Mayor

3300 Capitol Avenue, Building A | P.O. Box 5006, Fremont, CA 94537-5006
510 284-4011 *ph* | 510 284-4001 *fax* | www.fremont.gov

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

A handwritten signature in blue ink that reads "Bill Harrison".

Bill Harrison
Mayor





CITY HALL
LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael
President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

Handwritten signature of Eric Garcetti in blue ink.

ERIC GARCETTI
Mayor

Handwritten signature of Joe Buscaino in blue ink.

JOE BUSCAINO
Councilmember, 15th District
League of California Cities Representative



OFFICE OF THE
CITY COUNCIL

JAY SCHENIRER

COUNCILMEMBER
DISTRICT FIVE

CITY OF SACRAMENTO
CALIFORNIA

July 27, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY
THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,

Jay Schenirer, Council Member
Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor
Vic Bianes, Assistant Director, Transportation & Storm Water Department
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street, 9th Floor, MS 9A • San Diego, CA 92101

Tel (619) 236-6594 Fax (619) 236-6570

RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

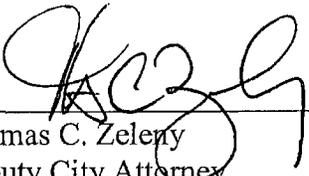
WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

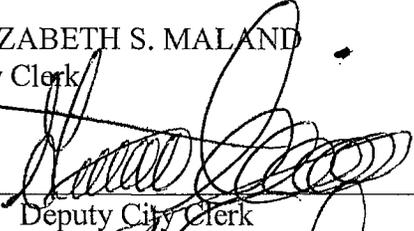
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Thomas C. Zeleny
Deputy City Attorney

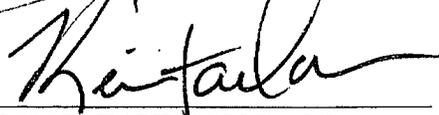
TCZ:cfq
September 24, 2015
Or.Dept:Envir. Comm.
Doc. No.: 1116742

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of Oct 27 2015.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11/2/15
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 03 2015

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By  Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael
President, League of California Cities
1400 K Street
Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

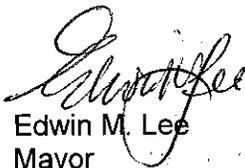
Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,


Edwin M. Lee
Mayor



Mayor Tony Vazquez
Mayor Pro Tempore Ted Winterer

Councilmembers

Gleam Davis
Sue Himmelrich
Kevin McKeown
Pam O'Connor
Terry O'Day

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,


Tony Vazquez
Mayor



CITY OF WEST HOLLYWOOD

CITY HALL

8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

**OFFICE OF THE
CITY MANAGER**

PAUL AREVALO
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. ***Vision Zero*** and ***Towards Zero Deaths*** strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,
CITY MANAGER

c: Honorable Members of the West Hollywood City Council

