

---

# Ripon City Council Meeting Notice & Agenda

---

CITY HALL, 259 NORTH WILMA, RIPON, CALIFORNIA

TUESDAY, FEBRUARY 9, 2016 - 6:00 P.M.

## REGULAR MEETING

You are now participating in the process of representative government. We welcome your interest and hope you will attend Ripon City Council meetings often. Democracy cannot endure without an informed electorate.

Ripon, as you probably know, has a council-administrator form of local government. Policies are set by the Council, who are elected by the people. These policies are carried out by the City Administrator, who is appointed by the Council. The Council decides what is to be done. The City Administrator, with the assistance of the City Staff, follows through.

### REGULAR COUNCIL MEETINGS

The governing body meets at 6:00 P.M., on the second Tuesdays of the month, in the Council Chambers located in City Hall, 259 North Wilma, Ripon, California. A City Council meeting is the process of making and amending laws, developing policy and making decisions for governing your City by citizens who have been elected by you. With the exception of matters of personnel and pending litigation, or negotiations, the City Council takes action only in meetings open to the public.

The City Council follows a regular order of business during its meeting. The Council agenda is prepared in advance by the City Administrator and his staff. If you wish to place an item on the agenda for action, the information must be delivered to the City Administrator or staff eight (8) working days prior to the Council meeting. This date will be revised in case of holidays or special events. The information must be in writing (no phone calls), your name and address must be printed, and action desired must be clearly stated. Copies of the agenda are available at Ripon City Hall and online beginning on the Thursday prior to the meeting, or at the time of the scheduled meeting.

With the publication of this agenda, it is with the intent that each item on the agenda will be considered for a vote. Each Council Member present will cast a vote either for or against the motion under consideration, and the vote will be recorded in the minutes of the meeting. For example, the motion may be to approve, adopt, introduce, deny, fail, withdraw, table, or continue an item.

### PUBLIC DISCUSSION

If you desire to speak before the Council on an item not on the agenda, please address "Mr. Mayor" and upon being recognized, come forward to the podium, and state your name and address before proceeding into your subject matter. State law prohibits the City Council from taking action on any item not on the agenda. While the City Council cannot always answer citizens concerns raised during the public discussion time, the City staff will be instructed, where appropriate, to either provide a response in the days following each Council meeting, or to place the issue on a subsequent meeting agenda for the City Council or one of its appointed commissions. No person shall speak for more than five minutes, and the total time allotted for discussion shall not exceed thirty minutes. Persons attending the meeting shall observe rules of propriety, decorum, and good conduct, and refrain from impertinent or slanderous remarks.

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 599-2108. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

### CONSENT CALENDAR

Routine items are scheduled under the heading of Consent Calendar, which allows action to occur with a single motion. Any item can be pulled off the consent calendar for further discussion if Council so desires. The public may also, at this time, request that an item be pulled from the consent calendar for explanation and/or discussion.

### PERSONNEL/EXECUTIVE SESSION

Matters of personnel and pending litigation, or negotiations are handled after the public meeting has been closed, in the Personnel/Executive Session, pursuant to Sections 54956.8 and 54957 of the Government Code. This session is closed to the public.

## INFORMATION

### Where can I find the agenda before a meeting?

Copies of the agenda are available at the front counter of the Administration Department at City Hall, 259 N. Wilma Avenue by 4:30 p.m. on Thursday before a regularly scheduled City Council meeting. The agenda can be viewed in the window box in front of City Hall, or online at [www.cityofripon.org](http://www.cityofripon.org). Supplemental documents relating to specific agenda items are available for viewing at the Office of the City Clerk or online.

### Can I get the agenda/minutes mailed to my home/business?

You can subscribe to agendas and minutes in January of each year. The annual subscription for both is \$60.00 per year. Subscription costs are not pro-rated should you wish to begin a subscription mid-year. If you would like to subscribe to the agenda/minutes, contact the City Clerk's office at 259 N. Wilma Avenue. Agendas are mailed on the Thursday before a meeting, and you will receive it on Monday or Tuesday (depending on postal service).

### Can I receive the agenda by e-mail?

You may subscribe to the agenda at any time by e-mail – just go to the web site to register – [www.cityofripon.org](http://www.cityofripon.org). Your subscription will begin immediately and you will receive it on the Thursday before the Regular Council meeting. Agendas sent by e-mail are free. Minutes are not e-mailed, but can be viewed on the City's web site.

### How complete are the minutes?

The City of Ripon prepares **Synopsis Minutes**. These Minutes represent a summary of the actual comments made. Video CD or audio recordings are available for 90 days following a meeting or online for 2 weeks following a meeting at [www.cityofripon.org](http://www.cityofripon.org). Contact the City Clerk's office to view/listen to these recordings at City Hall.

## OTHER MEETINGS

<u>Agency</u>	<u>Day</u>	<u>Time</u>	<u>Place</u>
<b>Historical Museum Commission</b>	Third Monday	7:30 p.m.	Clarence Smit Memorial Museum
<b>Planning Commission</b>	First Tuesday	6:00 p.m.	Council Chambers
<b>Recreation Commission</b>	Second Wednesday	6:00 p.m.	City Hall Conference Room
<b>Community &amp; Youth Commission</b>	Third Monday	7:00 p.m.	Police Department

## FUTURE PUBLIC HEARINGS

<u>Title</u>	<u>Date of Hearing</u>
1. Ripon Garden II Apartment Project	Tuesday, March 8, 2016 at 6:00 p.m.

Public Hearings are published in the Ripon Record, posted in the window in front of City Hall, and are listed in the City Council agendas. All interested parties will be given an opportunity to appear and be heard by the City Council of the City of Ripon at the time and place pertaining to above described matters.

---

# Ripon City Council Agenda

---

TUESDAY, FEBRUARY 9, 2016

**REGULAR MEETING**

**6:00 P.M.**

**PLEDGE OF ALLEGIANCE:**

**INVOCATION:**

**ROLL CALL:** Council Members Leo Zuber, Mark Winchell, Michael Restuccia, Vice Mayor Dean Uecker, Mayor Jake Parks.

**OTHERS PRESENT:** City Administrator Kevin Werner, City Attorney Tom Terpstra, Planning Director Ken Zuidervaart, Recreation Director Kye Stevens, Director of Public Works Ted Johnston, Police Chief Ed Ormonde, City Clerk Lisa Roos, Deputy City Clerk Tricia Raymond, Information Systems Technician Dan Brannon, (Others present will be recorded by secretary only.)

**PUBLIC DISCUSSION:** This time is provided to the public to address the City Council on items not on the agenda. If you desire to speak, please address "Mr. Mayor" and upon being recognized, come forward to the podium, and state your name and address before proceeding into your subject matter.

**APPROVAL OF MINUTES:** Approval of the minutes of the Regular Ripon City Council Meeting of January 12, 2016 and the minutes of the Special Meeting of January 25, 2016.

**APPROVAL OF AGENDA AS POSTED (OR AMENDED):** If anyone would like to provide public comment regarding an item on the Consent Calendar, please come forward to the podium at this time. The City Council may request to (1) pull an item from the Consent Calendar (2) withdraw an item; (3) add an Emergency items by a 4/5 vote. If the agenda is amended, vote to approve the amended agenda. If no changes are made, vote to approve the agenda as posted.

**CONSENT CALENDAR**

**NOTES:**

**1. Income**

A. STATE OF CALIFORNIA

pg. 34	Retail Sales Tax (2015 \$135,600.00)	\$139,200.00	
	Highway User Tax (2015 \$28,100.92)	<u>\$23,860.46</u>	
	TOTAL		<b>\$163,060.46</b>

B. WASTE MANAGEMENT

pg. 36	Franchise fee payment – December 2015		<b>\$2,149.21</b>
--------	---------------------------------------	--	-------------------

C. BERTOLOTTI DISPOSAL, INC.

pg. 38	Franchise fee payment – 4 <sup>th</sup> quarter 2015		<b>\$1,432.41</b>
--------	--	--	-------------------

D. CCATT HOLDINGS

pg. 47	Acacia Avenue Cell Tower Lease		<b>\$968.73</b>
--------	--------------------------------	--	-----------------

E. GILTON SOLID WASTE MANAGEMENT, INC.

pg. 48	Franchise Fees (quarter ending December 31, 2015)		<b>\$5,555.88</b>
--------	---	--	-------------------

F. T-MOBILE

pg. 50	Cell Tower Lease January Payment		<b>\$898.03</b>
--------	-------------------------------------	--	-----------------

**2. Bills, Invoices, Payments**

A. PRICE PAIGE & COMPANY

pg. 52	Audit Services Final Payment – Invoice #9520		<b>\$3,300.00</b>
--------	---	--	-------------------

B. NATIONAL METER & AUTOMATION, INC.

pg. 53	Material Purchases for the Water Meter Installation Project Progress Payment – Invoice #S1064425.003	\$1,512.00	
	Invoice #S1068021.001	<u>\$2,928.96</u>	
	TOTAL		<b>\$4,440.96</b>

C. SAN JOAQUIN REGIONAL TRANSIT DISTRICT

pg. 55	Blossom Express Driver December Invoice #AR109279		<b>\$2,206.50</b>
--------	--	--	-------------------

**CONSENT CALENDAR**

**NOTES:**

**2. Bills, Invoices, Payments, continued:**

pg. 56	D. G.M. CONSTRUCTION & DEVELOPERS, INC. Water Meter Installation Project Progress Payment – Invoice #3694.5	<b>\$275,170.83</b>
pg. 57	E. WOOD RODGERS, INC. Well 5 & 12 Assessments & Design Progress Payment - Invoice #98000 Well Site Suitability & Design Progress Payment – Invoice #97999	\$890.00 <u>\$1,180.00</u>
	<b>TOTAL</b>	<b>\$2,070.00</b>
pg. 61	F. TERPSTRA HENDERSON General Matters Lowe Agreement North Point Specific Plan Police Matters Ripon Gardens II J-M Manufacturing Co. et al.	\$18,246.25 \$756.25 \$412.50 \$541.10 \$962.50 <u>\$172.50</u>
	<b>TOTAL</b>	<b>\$21,091.10</b>

**3. Resolutions**

pg. 71	A. RESOLUTION NO. 16-__  RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON AUTHORIZING THE REMOVAL OF NAMED TRUSTEE FOR THE 457 DEFERRED COMPENSATION PLAN	This resolution authorizes the removal of a named trustee who no longer is employed with the City of Ripon from the 457 Deferred Compensation Plan.
pg. 72	B. RESOLUTION NO. 16-__  RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON LIGHTING DISTRICT AN ENGINEER’S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENTS FOR <b>STREET LIGHTS FY 2016-2017</b> CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA	This resolution orders the City Engineer to prepare the annual report for the City of Ripon Lighting District.

**CONSENT CALENDAR**

**NOTES:**

**3. Resolutions, continued:**

pg. 74

C. RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER'S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **94-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **MAIN STREET LANDSCAPE MAINTENANCE DISTRICT**

This resolution orders the City Engineer to prepare the annual report for the Main Street Landscape Maintenance District.

pg. 76

D. RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER'S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **96-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **BOESCH-KINGERY ESTATES**

This resolution orders the City Engineer to prepare the annual report for Boesch-Kingery Estates.

pg. 78

E. RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER'S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **89-2** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **COUNTRY WOODS UNIT NO.2 & ZUMSTEIN ESTATES SUBDIVISIONS**

This resolution orders the City Engineer to prepare the annual report for the Country Woods and Zumstein Estates.

**CONSENT CALENDAR**

**NOTES:**

**3. Resolutions, continued:**

pg. 80

F. RESOLUTION NO. 16-\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER’S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **89-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **DUTCH MEADOWS**

This resolution orders the City Engineer to prepare the annual report for Dutch Meadows.

pg. 82

G. RESOLUTION NO. 16-\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER’S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **92-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **FARMLAND ESTATES**

This resolution orders the City Engineer to prepare the annual report for Farmland Estates.

pg. 84

H. RESOLUTION NO. 16-\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER’S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **98-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **JACOB’S LANDING**

This resolution orders the City Engineer to prepare the annual report for Jacob’s Landing.

**CONSENT CALENDAR:**

**NOTES:**

**3. Resolutions, continued:**

pg. 86

I. RESOLUTION NO. 16-\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER'S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **02-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **CAROLINA'S LANDSCAPE MAINTENANCE DISTRICT**

This resolution orders the City Engineer to prepare the annual report for the Carolina's Landscape and Maintenance District.

pg. 88

J. RESOLUTION NO. 16-\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF OF THE CITY OF RIPON THE ENGINEER'S ANNUAL REPORT PERTAINING TO THE ANNUAL ASSESSMENT FOR ASSESSMENT DISTRICT NO. **07-1** CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA COMMONLY KNOWN AS **CORNERSTONE 1 LANDSCAPE MAINTENANCE DISTRICT**

This resolution orders the City Engineer to prepare the annual report for the Cornerstone 1 Landscape Maintenance District.

**4. Miscellaneous Items**

pg. 91

A. CLAIM  
Eduardo Maldonado

Deny the claim filed by Eduardo Maldonado.  
(Claim amount: \$225,000.00)

pg. 92

B. QUARTERLY INVESTMENT POLICY REVIEW  
October 1, 2015 – December 31, 2015

Accept the City's quarterly investment report for the period ending December 31, 2015.

**CONSENT CALENDAR:**

**NOTES:**

**4. Miscellaneous Items, continued:**

- pg. 95 C. RIPON FIREWORKS SHOW  
Memorandum of Understanding Authorize the Mayor to sign the Memorandum of Understanding with the Ripon Chamber Foundation.
- pg. 99 D. CAVES & ASSOCIATES  
Service Agreement Authorize the Mayor to sign an agreement for Special Services with Caves & Associates for representation during the upcoming meet and confer process.
- Second Reading and Adoption*
- pg. 102 E. ORDINANCE NO. 832  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON REPEALING SECTION 10.40.380 OF THE RIPON MUNICIPAL CODE AND ADDING CHAPTER 10.58 OF THE RIPON MUNICIPAL CODE This ordinance repeals section 10.40.380 of the Ripon Municipal Code and adds Chapter 10.58, titled "Residential Permit Parking Program."
- Second Reading and Adoption*
- pg. 110 F. ORDINANCE NO. 833  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON AMENDING CHAPTER 9.28 OF THE RIPON MUNICIPAL CODE This ordinance amends Chapter 9.28 of the Ripon Municipal, titled "Fireworks."
- Second Reading and Adoption*
- pg. 114 G. ORDINANCE NO. 834  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON ADDING SECTION 9.23.135 OF THE RIPON MUNICIPAL CODE This ordinance amends Chapter 9.23 of Title 9 of the Ripon Municipal Code and adds Section 9.23.135, titled "Fires Within City Parks."
- Second Reading and Adoption*
- pg. 116 H. ORDINANCE NO. 836  
AN ORDINANCE OF THE CITY OF THE CITY COUNCIL OF THE CITY OF RIPON REPEALING CHAPTERS 5.28 AND 5.29 OF THE RIPON MUNICIPAL CODE AND ADDING A NEW CHAPTER 5.28 OF THE RIPON MUNICIPAL CODE This ordinance repeals Chapter 5.28 of the Ripon Municipal Code and introduces a new Chapter 5.28, titled "Cable Communication Franchise Procedures."

**CONSENT CALENDAR**

**NOTES:**

**4. Miscellaneous Items, continued:**

pg. 130 I. T. MITCHELL ENGINEERS & ASSOCIATES

The Compressed Natural Gas (CNG) Expansion and Bus Shelter Project

Authorize the Mayor to sign the agreement with T. Mitchell Engineers & Associates for inspection services for the CNG Expansion and Bus Shelter Project.

**\*End of Consent Calendar\***

**5. PUBLIC HEARINGS**

**NOTES:**

pg. 144 Council will take action on the following items at the conclusion of each Public Hearing.

A. COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS

Fiscal Year 2016-2017

This is a public hearing to provide community residents the opportunity to hear recommendations on proposed projects and provide comments to the City Council.

**6. ORDINANCES**

**NOTES:**

*First Reading and Introduction*

pg. 148 A. ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF RIPON APPROVING THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF RIPON AND KDH GROUP LLC. (KIPER HOMES), A CALIFORNIA CORPORATION FOR THE DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE CITY OF RIPON.

This ordinance approves the Development Agreement entered into between the City of Ripon and KDH Group LLC (Kiper Homes).

*First Reading and Introduction*

pg. 149 B. ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON AMENDING CHAPTER 10.10.060 RIPON MUNICIPAL CODE RELATING TO SPEED LIMITS

This ordinance amends Chapter 10.10.060 of the Ripon Municipal Code, titled "Speed Limits".

## 7. DISCUSSION ITEMS

## NOTES:

### A. FRIENDS OF THE RIPON DOG PARK

pg. 154 Memorandum of Understanding City Council to consider approving a Memorandum of Understanding with the Friends of the Ripon Dog Park for the planning and design, construction, and operation/maintenance of a proposed dog park on Doak Blvd., east of the animal shelter.

### B. PUBLIC FACILITIES FINANCING PLAN FEE UPDATE PROCESS

pg. 159 2016 Fee Update City Council to consider approving the proposals from Goodwin Consulting Group in the amount of \$35,000.00 to prepare the development impact fee justification study and Mark Thomas & Company in the amount of \$25,000.00 to update the City's Master Circulation Element.

### C. WATER CONSERVATION

pg. 171 *Discussion/Action* Staff to report on the City's Water Conservation Program.

### D. GENERAL FUND BUDGET UPDATE

pg. 173 *Discussion/No Action* Staff will present a mid-year General Fund Budget update.

### E. LEAGUE OF CALIFORNIA CITIES 2016 DUES

pg. 174 *Discussion/Action* Approve Ripon's League of California Cities membership dues for calendar year 2016 (2% increase from 2015). The League has also requested Council consideration in paying a litigation surcharge to defray on-going litigation costs and a surcharge to fund the 2016 local streets and roads assessment.

- 2016 Membership dues: \$5,617.00
- Optional litigation surcharge (4%): \$224.68
- Local streets and roads assessment \$200.00

Total with litigation surcharge: **\$6,041.68**

### F. FREQUENCY OF CITY COUNCIL MEETINGS

pg. 183 *Discussion/Action* City Council to discuss continuing with one City Council meeting per month or reinstating two meetings per month.

## **REPORTS**

**Department Heads:**

**City Council:**

### **CLOSED SESSION:**

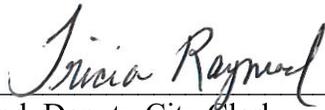
**Public Comment** – This time is provided for the public to address the City Council on closed session matters. If anyone wishes to speak, upon being recognized, please come forward to the podium and state your name and address before proceeding into your comments.

- Personnel Negotiations pursuant to Section 54957.6 of the California Government Code.
  - Police Officers' Association
  - Ripon Sergeants' Association
  - Operating Engineers Local Union No. 3
  - Non- Represented Employees

Adjournment:

Time:

*I hereby certify the attached City Council agenda was posted 72 hours before the noted meeting:*



\_\_\_\_\_  
Tricia Raymond, Deputy City Clerk

February 3, 2016

Date

---

# Ripon City Council Minutes

---

TUESDAY, JANUARY 12, 2016

**REGULAR MEETING**

**6:00 P.M.**

**PLEDGE OF ALLEGIANCE:** The meeting was called to order at 6:00 p.m. with Council Member Mark Winchell leading in the Pledge of Allegiance to the Flag.

**INVOCATION:** Pastor Terrie Johnson gave the invocation.

**ROLL CALL:** Council Members Leo Zuber, Mark Winchell, Vice Mayor Dean Uecker, Mayor Jake Parks.  
Absent: Michael Restuccia.

**OTHERS PRESENT:** City Administrator Kevin Werner, City Attorney Tom Terpstra, Planning Director Ken Zuidervaart, Recreation Director Kye Stevens, Director of Public Works Ted Johnston, Police Chief Ed Ormonde, City Clerk Lisa Roos, Deputy City Clerk Tricia Raymond, Information Systems Technician Dan Brannon, Carol Couchman, Valerie Sergio, David Dybas, Stephanie Hobbs, Julie Barcelos, Gaynl Trotter, Jaime Fountain, Justin Danner, Pastor Terrie Johnson, Stephen Qualls, Gerardo Zuniga, Sal Cornelio, George Saljian.

**PUBLIC DISCUSSION:** Stephanie Hobbs with the Ripon Community Athletic Foundation shared the Ripon Unified School District voted to help supply the funds to replace the stadium bleachers that are in poor shape. Rina's Run is coming up on May 7, 2016 and Hobbs invited Council to participate at the finish line passing out ribbons and medals like they've done in the past.

**APPROVAL OF MINUTES:** **MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 VOTE (RESTUCCIA ABSENT) TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING ON DECEMBER 8, 2015.

**APPROVAL OF AGENDA AS POSTED (OR AMENDED):**

Council Member Zuber requested Items 1A, 3C, 4A, and 4B be pulled for discussion from the Consent Calendar.

Mayor Parks requested Item 3E be pulled for discussion from the Consent Calendar.

**MOTION:** MOVED/SECONDED (WINCHELL,UECKER) AND CARRIED BY A 4-0 VOTE (RESTUCCIA ABSENT) TO APPROVE THE AGENDA AS AMENDED.

**CONSENT CALENDAR**

**NOTES:**

**1. Income**

A. STATE OF CALIFORNIA		<i>Item 1A was pulled for discussion</i>
Retail Sales Tax (December 2014 \$228,534.74)	\$98,478.48	
Highway User Tax (December 2014 \$28,777.58)	<u>\$21,225.12</u>	
TOTAL		<b>\$119,703.60</b>
 B. STATE OF CALIFORNIA		
POST Reimbursement Police Officer Training		<b>\$164.31</b>
 C. CCATT HOLDINGS		
Acacia Avenue Cell Tower Lease		<b>\$968.73</b>
 D. SPRINT		
Annual Cell Tower Lease		<b>\$8,357.88</b>
 E. T-MOBILE		<b>\$875.61</b>
Cell Tower Lease November Payment	\$875.61	
December Payment	<u>\$892.24</u>	
TOTAL		<b>\$1,767.85</b>
 F. WASTE MANAGEMENT		
Franchise fee payment – November 2015		<b>\$1,382.17</b>

**2. Bills, Invoices, Payments**

A. WOOD RODGERS		
Well Site Suitability & Design Progress Payment – Invoice #97048	\$65,436.90	
Progress Payment – Invoice #97548	\$3,683.60	
Well 5 & 12 Assessments & Design Progress Payment – Invoice #97049	\$1,820.00	
Progress Payment – Invoice #97549	<u>\$890.00</u>	
TOTAL		<b>\$71,830.50</b>

**CONSENT CALENDAR:**

**NOTES:**

**2. Bills, Invoices, Payments, continued:**

B. STANTEC

3 <sup>rd</sup> Quarter 2015 Ground Water		
Monitoring– Invoice #989127	\$1,814.50	
On-call Services – Invoice #989131	\$802.00	
Permit Assistance – Invoice #989133	<u>\$471.00</u>	
TOTAL		<b>\$3,087.50</b>

C. GOODWIN CONSULTING GROUP, INC.

North Pointe Specific Plan		<b>\$4,076.25</b>
Public Facilities Financing Plan		

D. SAN JOAQUIN REGIONAL TRANSIT DISTRICT

Blossom Express Driver		
October Invoice #AR109187	\$2,588.21	
November Invoice #AR109231	<u>\$1,735.02</u>	
TOTAL		<b>\$4,323.23</b>

E. PADILLA AND ASSOCIATES

Main Street Phase II Project		<b>\$250.00</b>
Progress Payment – Invoice #13-999-02RI		

F. ASSOCIATED PENSION CONSULTANTS

Professional Services – Invoice #8312		<b>\$4,622.50</b>
---------------------------------------	--	-------------------

G. PRICE PAIGE & COMPANY

Audit Services		<b>\$1,010.00</b>
Progress Payment – Invoice #9413		

H. CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

Workers' Compensation Program	\$98,913.00	
Liability Program	<u>\$36,660.00</u>	
TOTAL		<b>\$135,573.00</b>

I. DE NOVO PLANNING GROUP

Ripon Housing Element		<b>\$2,700.00</b>
Progress Payment – Invoice #1647		

**CONSENT CALENDAR:**

**NOTES:**

**2. Bills, Invoices, Payments, continued:**

J. TERPSTRA HENDERSON

General Matters	\$9,711.50
Inverness	\$750.00
North Pointe Specific Plan	\$343.75
Police Matters	\$3,357.00
J-M Manufacturing Co. et al.	<u>\$502.50</u>

TOTAL **\$14,664.75**

K. A.M. STEPHENS CONSTRUCTION CO.

Jack Tone Park & Ride Lot Project Progress Payment – Invoice #7013	<b>\$5,989.20</b>
---	-------------------

L. G.M. CONSTRUCTION & DEVELOPERS, INC.

Water Meter Installation Project Progress Payment - Invoice #3694.4	<b>\$336,848.63</b>
--	---------------------

M. MUNICIPAL FINANCIAL SERVICES

Water, Wastewater, Garbage Revenue & Rate Studies Progress Payment – Invoice #201308-11	<b>\$1,650.00</b>
--	-------------------

**3. Resolutions**

A. RESOLUTION NO. 16-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ACCEPTING THE CITY OF RIPON FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT AND SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2015

This resolution accepts the City of Ripon Financial Statements and Independent Auditor’s Report and Single Audit Report for the year ended June 30, 2015, prepared by Price Paige & Company.

B. RESOLUTION NO. 16-02

RESOLUTION OF THE CITY OF RIPON ACCEPTING THE CITY OF RIPON MONEY PURCHASE THRIFT PENSION PLAN FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT JUNE 30, 2015 and 2014

This resolution accepts the City of Ripon Money Purchase Thrift Pension Plan Financial Statements and Independent Auditor’s Report June 30, 2015 and 2014, prepared by Price Paige & Company.

**CONSENT CALENDAR**

**NOTES:**

**3. Resolutions, continued:**

C. RESOLUTION NO. 16-04  
RESOLUTION OF THE CITY  
COUNCIL OF THE CITY  
OF RIPON APPROVING THE  
ANNUAL TRANSPORTATION  
CLAIM AND ATTACHMENTS  
THERE TO AND AUTHORIZING  
THEIR SUBMISSION TO THE  
SAN JOAQUIN COUNTY  
COUNCIL OF GOVERNMENTS  
FOR THE 2015-2016 FISCAL YEAR  
OF THE CITY OF RIPON

*Item 3C was pulled for discussion*

This resolution accepts the City of Ripon approving the Annual Transportation Claim and Attachments and Authorizing their submission to the San Joaquin County Council of Governments for the 2015-2016 Fiscal Year.

D. RESOLUTION NO. 16-03  
A RESOLUTION OF THE CITY  
COUNCIL OF THE CITY OF RIPON  
NAMING THE RIPON BULLETIN  
AS THE OFFICIAL NEWSPAPER  
FOR PUBLICATION OF LEGAL  
ADVERTISEMENTS FOR THE  
CITY OF RIPON

This is a resolution naming the Ripon Bulletin as the official newspaper for publication of legal advertisements for the City of Ripon.

E. RESOLUTION NO. 16-05  
A RESOLUTION OF THE CITY  
COUNCIL OF THE CITY OF RIPON  
CERTIFYING COUNCIL  
COMMITTEE APPOINTMENTS  
TO STANDING COMMITTEES  
AND TASK FORCES

*Item 3E was pulled for discussion*

This resolution approves Council Committee Appointments.

**4. Miscellaneous Items**

A. CENTRAL IRRIGATION CONTROL SYSTEM

*Item 4A was pulled for discussion*

Approve the first phase purchase of the Weather Trak Central Irrigation Control System from HydroPoint.

**CONSENT CALENDAR**

**NOTES:**

**4. Miscellaneous Items, continued:**

**B. GARBAGE TRUCK PURCHASE**

*Item 4B was pulled for discussion*

Approve the purchase of two used garbage trucks from the City of Manteca.  
Cost: \$20,000.00

**C. POTENTIAL FUTURE MULTI-MODEL SITE APPRAISAL**

Accept the proposal for appraisal services from Cogdill + Associates, Inc. for several properties located in Ripon.  
Cost: \$6,000.00

**D. AMENDMENT AND RESTATEMENT OF 457 PLAN**

Authorize the Mayor to sign the adopting resolution and Adoption Agreement for the City of Ripon's 457 (b) Plan with Security Benefits.

**E. A.M. STEPHENS CONSTRUCTION COMPANY, INC.**

Jack Tone Park & Ride Lot Project

Accept the work completed by A.M. Construction Company, Inc. and authorize the filing of a Notice of Completion with retention (\$33,249.00) to be paid 35 days after recording of notice.

**F. AMERICAN PAVEMENT SYSTEMS, INC.**

Asphalt Rubber Cape Seal Project

Accept the work completed by American Pavement Systems, Inc. and authorize the filing of a Notice of Completion with retention (\$52,969.09) to be paid 35 days after recording of notice.

**\*End of Consent Calendar\***

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO APPROVE THE CONSENT CALENDAR AS AMENDED.

**Discussion on Item 1A**

Zuber said the retail sales tax is down approximately \$130,000.00 from the same month last year. Zuber asked if we planned for this.

City Administrator Werner said the 2014-2015 budget did account for less retail sales tax revenue due to lower gas prices.

**Discussion on Item 3C**

Zuber directed everyone to page 28 of the report and asked if the money is used for reimbursement or does the City get it based on a plan for future projects.

Werner said the money is for future use.

Zuber asked if there was a plan for the money and does it include wages and benefits for personnel working on the specific project.

Werner said there is a plan for the money and it will include wages and benefits. Werner said in 2015-2016 this money will be used with other funding sources on projects like the Cape Seal Project done this year on Main Street.

**Discussion on Item 4A**

Zuber said we budgeted \$50,000.00 this year to start this process, Zuber asked how much will we spend overall.

Director of Public Works Johnston said if we retrofitted all 78 systems it would cost an additional \$150,000.00. After the first phase of large parks the second phase will be medians and the last phase would be smaller parks and areas in town.

Johnston said by retrofitting irrigation systems with smart controllers allows for better irrigation water management.

**Discussion on Item 4B**

Zuber informed the general public that the City was purchasing 2 used garbage trucks because 2 trucks recently caught on fire. Zuber said garbage trucks are very expensive and you can't just go out and buy one, it takes time and money.

Zuber acknowledge City staff for using resources and thanked them along with the City of Manteca for working out the purchase of 2 used City of Manteca trucks in a timely manner, so service in Ripon wasn't delayed.

**Discussion on Item 3E**

Mayor Parks said in placement of Council members in committee and task force seat he tried to keep continuity while respecting Council member's interest.

**MOTION:** MOVED/SECONDED (ZUBER,UECKER) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO APPROVE TO APPROVE ITEMS 1A, 3C, 4A, 4B, AND 3E ON THE CONSENT CALENDAR.

**5. ORDINANCES**

**NOTES:**

*Second Reading and Adoption*

A. ORDINANCE NO. 828

AN ORDINANCE OF THE CITY OF  
RIPON ADDING CHAPTER 16.184  
TO THE RIPON MUNICIPAL  
CODE RELATING TO  
DONATION/COLLECTION BINS

This ordinance adds Chapter 16.184 to the  
Ripon Municipal Code relating to  
Donation/Collection Bins.

Director of Planning Zuidervaart said this ordinance is before Council for a second reading and adoption. This ordinance was first introduced to Council in November 2015 and was tabled at the seconding reading and adoption in December 2015 for revisions upon the request of a local non-profit.

Staff met with the local non-profit group to discuss requested changes and after reviewing those requests Staff created a PowerPoint to discuss recommendations before Council. Key topics had to do with cost, placement of bins, and an additional requirement of anchoring the donation/collection bins.

Jerald Pasma with Priceless Treasures Thrift Stores wanted to thank staff for their time and revisions made to the ordinance. Pasma said the Grand Jury’s original comment on this topic was in regards to abuse of for-profit collection bins, they did not set out to negatively impact the non-profits.

Pasma said his questions revolve around the fees for bin placement that cut into profits and the language in where the bins have to be placed. Having to place the bins in a trash enclosure invites more challenges for those who are trying to donate.

Council Member Zuber and Uecker both agreed that the bins should not have to be in a trash enclosure, rather in an area that is not visible from the street in residential neighborhoods. In regard to the fees, Zuber said non-profits should not have to absorb all fees. Zuber said profit bin fees should stay the same and the city should restructure the non-profit guidelines to reflect actual costs to the City to process the application and monitor the donation bins.

Resident Jerry Brower said he had never seen an issue with overflowing bins and if these non-profit bins are on church properties then the church will be maintaining them or calling on those who do, if there is an issue.

**MOTION:** MOVED/SECONDED (ZUBER,UECKER) AND CARRIED BY A 3-1 (WINCHELL ABSTAIN, RESTUCCIA ABSENT) VOTE TO ADOPT THE ORDINANCE WITH ALL THE CHANGES PROPOSED BY STAFF EXCEPT THAT THE FEE FOR NON-PROFITS BE \$250.00 PLUS \$50.00 FOR EACH ADDITIONAL BIN AND THAT NON-PROFITS HAVE A BI-ANNUAL PERMIT FEE AND THAT BINS NOT BE OBVIOUSLY VISIBLE FROM THE STREETS.

*First Reading and Introduction*

B. ORDINANCE NO. 832

AN ORDINANCE OF THE CITY  
COUNCIL OF THE CITY OF RIPON  
REPEALING SECTION 10.40.380  
OF THE RIPON MUNICIPAL CODE  
AND ADDING CHAPTER 10.58 OF  
THE RIPON MUNICIPAL CODE.

This ordinance repeals section 10.40.380 of the  
Ripon Municipal Code and adds Chapter  
10.58, titled Residential Permit Parking  
Program.

Chief Ormonde said after meeting with neighborhood groups the department is requesting the adoption of a resolution for a Residential Parking Permit Program ordinance. The ordinance will give the ability for certain areas and neighborhoods directly affected by the parking of vehicles by nonresidents who are visiting or conducting business with residents to apply for restricted parking in their neighborhoods.

Council Member Zuber asked if residents don't want this ordinance in the future how do they get out.

Ormonde said there are processes for this ordinance and staff will keep Council aware of neighborhoods or areas involved.

**MOTION:** MOVED/SECONDED (UECKER,WINCHELL) AND CARRIED BY A 4-0 VOTE (RESTUCCIA ABSENT) TO WAIVE THE FIRST READING AND INTRODUCE ORDINANCE NO. 832.

*First Reading and Introduction*

C. ORDINANCE NO. 833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON AMENDING CHAPTER 9.28 OF THE RIPON MUNICIPAL CODE. This ordinance amends Chapter 9.28 of the Ripon Municipal Code, titled Fireworks.

Chief Ormonde said the department is requesting to amend the Fireworks ordinance. The amended firework ordinance will give the police and fire department authorization to cite a person in control of a property or the property owner for the unlawful discharge of fireworks.

Mayor Parks said over the last few years illegal fireworks have become more and more prevalent. The drought over the past few years has also caused great concern and amending this ordinance will hopefully minimize the use of illegal fireworks.

Council Member Zuber said in order to cite someone before you had to catch them in the act, but now this amendment will allow for citing of the property on which the fireworks are displayed.

Council Member Winchell asked if the property owner wasn't home and someone was setting off fireworks, who would be cited.

City Attorney Terpstra said the person in control of the property could be cited.

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO WAIVE THE FIRST READING AND INTRODUCE ORDINANCE NO. 833.

*First Reading and Introduction*

D. ORDINANCE NO. 834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON ADDING SECTION 9.23.135 OF THE RIPON MUNICIPAL CODE. This ordinance amends Chapter 9.23 of Title 9 of the Ripon Municipal Code and adds Section 9.23.135, titled Fires Within City Parks.

Chief Ormonde said the department is requesting the adoption of this resolution prohibiting fire in specified city parks. The prohibition of fire in city parks will affect Ripon River Crossing Recreational Area, Mavis Stouffer Park, and Mistlin Sports Park. Ormonde said fires will be prohibited in these 3 parks unless it is associated with a rental of a venue (portable BBQ pit) or there is a city supplied BBQ pit. This prohibition will not affect any other city park.

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO WAIVE THE FIRST READING AND INTRODUCE ORDINANCE NO. 834.

*Adoption of Urgency Ordinance*

E. ORDINANCE NO. 835

AN ORDINANCE OF THE CITY  
COUNCIL OF THE CITY OF  
RIPON, CALIFORNIA,  
REPEALING PRIOR CHAPTER  
8.24 OF THE RIPON MUNICIPAL  
CODE AND ADOPTING A NEW  
CHAPTER 8.24 IMPOSING AN  
EXPRESS BAN ON MARIJUANA  
CULTIVATION AND  
PROCESSING IN THE CITY

This ordinance repeals Chapter 8.24 of the Ripon Municipal Code and adopts a new Chapter 8.24. Imposing an express ban on marijuana cultivation and processing in the City.

Chief Ormonde said with the passing of Assembly Bill 243, gives each city the ability to restrict the cultivation of medical marijuana within their jurisdiction. All action by jurisdiction's pertaining to medical marijuana must be in place by March 1, 2016, or state law will prevail. After March 1, 2016, the City of Ripon will no longer be able to restrict cultivation beyond that of state law. The department is requesting an introduction and vote on an urgency ordinance to ban the cultivation of medical marijuana with the City of Ripon. The need for this introduction and immediate vote on this urgency ordinance is recommended by the League of California Cities for cities who wish to further restrict the cultivation of marijuana within their jurisdiction, and would not have the ordinance in place by the March 1, 2016 State of California deadline.

Ormonde said this ordinance does require 4 votes from the Council in order to pass. Upon passing, the ordinance will take effect immediately.

Ormonde noted that the City of Ripon currently has a restriction on the cultivation of medical marijuana in Chapter 8.24.040 of the Municipal Code, which allows cultivation in restricted areas within the city, and has already banned medical marijuana dispensaries and the mobile delivery of medical marijuana within the city.

Dr. Lakeesha Jenkins with Central California Ag, Science, Education and Research (ASER) Coalition said the March 1, 2016 deadline is false and will be retracted leaving local municipalities in control. Jenkins said Assemblyman Wood issued a letter in regards to the deadline and urges Council to look at an ordinance that can work with all parties that does not ban the cultivation of marijuana and hinder those who really need it.

Carol Couchman with Central California ASER Coalition said banning the cultivation of medical cannabis for medical patients will deny the city and county revenue that could be received from taxes. Couchman said there is a benefit to being able to track legal grows and helps cities deal with bigger issues such as methamphetamine.

Valerie Sergio with Central California ASER Coalition said she uses medical marijuana to combat chronic pain from daily kidney stone attacks. Medical marijuana has given her life back and abilities to do things again. She wants to see safe and secure access of medical marijuana for everyone. Sergio pleaded for the Council to not ban cultivation.

Justin Danner with Central California ASER Coalition said the March 1, 2016 legislative deadline was an error and urged Council to look through the packet the coalition provided and sit down with community members and the coalition to come up with an ordinance that allows for safe medical marijuana growth. Danner said there may be people who really need medical marijuana that are afraid to speak out and by having a community meeting everyone can work together to find a balance.

Sal Cornelio of Stockton said he has concern from a policy standpoint. Cornelio spoke about the Indian Casinos and the laws put in place to regulate them. Cornelio said he is for neither side, but wants Council to see both sides.

Stephen Qualls with League of California Cities said this bill is a package of 3 other bills that were passed and the date of March 1, 2016 is still in effect. Qualls said to keep local control this ordinance needs to be adopted.

Council Member Zuber said the city is proposing this ordinance because the state made a mistake and if we wait until after March 1, 2016 we can't go back and make changes. Anything we put in place now can always be changed. Zuber said it's better to be safe than sorry and he is not willing to put the community or staff at risk.

Ripon Resident John D. said he is a community member who was afraid to come and speak tonight due to being judged. John said he would like for the city not to place a ban and work with community members on creating an ordinance that works for everyone.

Council Member Zuber said the state has said if an ordinance is not set in place by March 1, 2016 then local jurisdiction loses their ability to make rules. Zuber said if we want to ban cultivation we have to do it now.

Gerardo Zuniga of Stockton asked if Police Departments will start prosecuting on March 1, 2016 or wait a little while after.

Chief Ormonde said all registered growers will be advised and given a grace period. Time will be given to those registered to find other means of getting their medication. Ormonde said there are pharmacies and local dispensaries in the area for those who are registered.

Council Member Winchell said he does not have faith in the laws and we need to regulate at the local level. Winchell said this is the best thing for our city.

Mayor Parks said the rules are set by the state and as a city we are going to go by the law and take control over our city's future.

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO ADOPT ORDINANCE NO. 835 REPEALING CHAPTER 8.24 OF THE RIPON MUNICIPAL CODE AND ADOPT A NEW CHAPTER 8.24 IMPOSING AN EXPRESS BAN ON MARIJUANA CULTIVATION AND PROCESSING IN THE CITY OF RIPON.

**6. DISCUSSION ITEMS**

**NOTES:**

**A. RUSD JOINT USE AGREEMENT**

*Discussion/Action*

Approve the Memorandum of Understanding between the City and Ripon Unified School District for the shared use of certain facilities and authorize the Mayor to sign.

City Administrator Werner said this proposed Memorandum of Understanding (MOU) between the City of Ripon and the Ripon Unified School District (RUSD) is for the shared use of certain City and School District facilities. The MOU proposes that the City will allow the use of City Hall for RUSD Board meetings and School Attendance Review Board (SARB) meetings as well as the Community Center fields for softball practices and games. In return, the RUSD will allow the City to use the high school gymnasium for the City’s recreation basketball league and certain camps during the summer months. Additionally, the RUSD will allow the City to use the high school or an elementary school gymnasium for open gym basketball and/or volleyball in the future.

Werner said the use of these facilities will be free of charge and the responsible party will submit a written request to reserve the other party’s facility and will also be responsible for the clean-up of the facility following their use and any damage that may occur.

Council Member Zuber said his only issue is the insurance. Zuber asked who will be at fault if something happens.

Werner said both parties have discussed this issue and when events are done it’s up to Staff to make sure everyone is off premises or out of a building.

**MOTION:** MOVED/SECONDED (UECKER,WINCHELL) AND CARRIED BY A 4-0 VOTE (RESTUCCIA ABSENT) TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND RIPON UNIFIED SCHOOL DISTRICT FOR THE SHARED USE OF CERTAIN FACILITIES.

**B. RIPON FIREWORKS SHOW**

Ripon Chamber of Commerce  
*Discussion/Action*

City Council to consider transferring the primary responsibility to plan and coordinate the Ripon fireworks show to the Chamber of Commerce.

City Administrator Werner said the Ripon Chamber of Commerce expressed interest in taking over the planning and fundraising for the Ripon fireworks show with the City providing a certain level of support, similar to what is done for other Chamber sponsored events, such as the Almond Blossom Carnival and Balloon Festival.

Werner said the City of Ripon and the Chamber of Commerce 2x2 committee met on December 1, 2015 to discuss this possible transition. Werner shared a list of proposed shared responsibilities and said the expected expenses for support by the city, public works, and the police department is \$6,500.00, which would be paid by the general fund.

Werner said if City Council agrees to this transition, Staff recommends a Memorandum of Understanding between the City and the Chamber of Commerce be brought back at a future meeting for approval.

**MOTION:** MOVED/SECONDED (UECKER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE FOR STAFF TO CREATE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIPON AND THE CHAMBER OF COMMERCE FOR THE RIPON FIREWORKS SHOW.

### C. AFFORDABLE HOUSING

*Discussion/Action*

Staff is seeking approval from the City Council regarding moving forward with amending the City's Below Market Rate ordinance.

Planning Director Zuidervaart said at the last City Council meeting City Council voted to have the affordable housing committee meet once more with builders and developers to come up with viable solutions for an affordable housing program in Ripon.

Zuidervaart said the Affordable Housing Committee met with builders and developers on December 17, 2015 and recommendations were made in the following areas: Affordable Housing requirements by project, FHA Buyer requirements and guidelines, In Lieu Fees, FHA unit development requirements, Developers may provide affordable housing in other ways to be determined by meeting with the affordable housing committee and negotiated through the use of a Development Agreement, and other requirements for affordable housing.

Developer Mark Wilbur said he appreciated meeting with the committee and said there will never be a perfect solution for Affordable Housing, but feels the latest recommendations are best for both parties. Wilbur asked if issues do occur in the process that the staff revisit the section and call a meeting to discuss the issues.

Gaynal Trotter asked if this means there will be no low income housing in Ripon.

Council Member Zuber said that rental housing will address low income needs better than the previous program. This program will generate money to assist FHA buyers and assist in the City purchasing homes to sell to low and moderate buyers.

Zuidervaart said once the ordinance gets drafted it will still include the BMR component if in lieu fees are collected and that money will be used to buy and sell units for low income. The option is in the BMR requirement, it's just not there for new development.

**MOTION:** MOVED/SECONDED (ZUBER,UECKER) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO DIRECT STAFF TO PREPARE AN ORDINANCE CONSISTENT WITH THE STAFF REPORT.

### D. ENGINEERING AND TRAFFIC STUDY

*Discussion/Action*

Approve the 2015 Engineering and Traffic Survey and direct staff to bring forward an amended ordinance to Chapter 10.10.060, titled Speed Limits Established on the Basis of Traffic and Engineering Survey in the Ripon Municipal Code.

Engineering Supervisor Pease said staff has prepared an Engineering and Traffic Survey for 33 roadway segments within the City of Ripon. These surveys were performed in compliance with the current laws and practices of the State of California in order to set an intermediate speed limit above the 25 mph prima facie speed limit and continue to allow the Ripon Police Department to enforce speed limits with the use of radar.

Pease said as part of the Engineering and Traffic Survey, when determining the appropriate speed limit, considerations are made for prevailing speeds, collision records, highway traffic and roadside conditions not readily apparent to the driver. The survey revealed that 32 of the 33 surveyed street segments are recommended to stay at their current speed limit and require no changes to existing signage or speed limit pavement markings. The single segment recommended for change is Stockton Avenue between Second Street and Doak Boulevard. It's recommended the posted speed limit of 30 mph is increased to 35 mph. Pease said all supportive materials and findings can be found in the Engineering and Traffic Survey.

Pease said if City Council approves the 2015 Engineering and Traffic Survey, staff will bring forward an amended ordinance to Chapter 10.10.060 titled "Speed Limits Established on the Basis of Traffic and Engineering Survey" to a future City Council meeting for approval.

**MOTION:** MOVED/SECONDED (ZUBER,UECKER) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) TO APPROVE THE 2015 ENGINEERING AND TRAFFIC SURVEY AND DIRECT STAFF TO BRING FORWARD AN AMENDED ORDINANCE TO CHAPTER 10.10.060, TITLED SPEED LIMITS ESTABLISHED ON THE BASIS OF TRAFFIC AND ENGINEERING SURVEY.

#### E. SGMA UPDATE

##### *Discussion/No Action*

Staff to provide an update regarding the formation of the Groundwater Sustainability Agency as required by the Sustainable Groundwater Management Act of 2014.

City Administrator Werner wanted to provide an update regarding the formation of the Groundwater Sustainability Agency as required by the Sustainable Groundwater Management Act (SGMA) of 2014.

Werner said the intent of the SGMA is to set sustainable goals in managing the groundwater basin and eliminate certain undesirable results, such as lowering groundwater levels, water quality degradation, land subsidence, among other things. If the agency is not created or does not follow through with the governance list, the state will step in.

Werner said the City of Ripon is in a good position having the South San Joaquin Irrigation District form a GSA. They did submit paperwork which included Ripon, but the County then submitted their paperwork for the entire basin which negated the SSJID's application. So now it is a waiting game.

Werner said the SGMA is meeting this week to talk about the County and how the GSA is going to be formed and what the sustainability plan is. Werner will update Council on how this progresses.

Council Member Winchell asked if one or multiple GSAs is beneficial.

Werner said there are concerns with have one GSA, many are looking at the idea of multiple.

#### F. SAN JOAQUIN ONE VOICE ADVOCACY TRIP - 2016

##### 2016 One Voice Projects:

- 1.) Regional Project – Ripon Multi- Modal Station
- 2.) Local Project – SSJID Surface Water Supply

The City of Ripon may submit one regional transportation project and one local project (transportation or otherwise) for the One Voice 2016 trip. If City Council would like to submit the same projects as last year, Staff

3.) Endorsement – RCAF Stadium Project recommends the City Council authorize the Mayor to sign the local jurisdiction endorsement for each project.

*Discussion/Action*

Additionally, City Council to consider designating a City representative(s) to attend the 2016 One Voice trip.

City Administrator Werner said the San Joaquin Council of Governments (SJCOG) has requested project submittals for the 2016 San Joaquin One Voice trip. SJCOG is seeking projects that are regionally significant and that provide a community-wide benefit. Ripon is authorized to submit one (1) regional transportation project and one (1) local project (transportation or other). Non-profit organizations are also eligible to participate in the process by acquiring an endorsement form the local jurisdiction.

Werner said last year, Ripon submitted the “Ripon Multi-Modal Station” and the “SSJID Surface Water Supply” projects for consideration, along with endorsing the RCAF Stadium Project. The Multi-Modal Station project is requesting funds to purchase right-of-way (\$550,000.00) and complete the preliminary layout (\$80,000.00) for the future multi-modal station. For the SSJID Surface Water Supply project the city is requesting funds to construct 5 miles of pipeline to connect Ripon’s water distribution system with the SSJID transmission main, estimated cost \$4.5 million dollars.

Staff is recommending to submit the same projects as the previous year, including the RCAF endorsement. Additionally, if Council is interested in sending a representative to participate in the 2016 One Voice trip, please designate and approve the representative.

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO AUTHORIZE THE MAYOR TO SIGN THE LOCAL ENDORSEMENT FORM FOR THE FOLLOWING PROJECTS 1. REGIONAL TRANSPORTATION PROJECT: RIPON MULTI-MODAL STATION 2. LOCAL PRIORITY PROJECT: SSJID SURFACE WATER SUPPLY AND 3. ENDORSEMENT: RCAF STADIUM PROJECT AND AUTHORIZE SENDING ONE COUNCIL MEMBER ON THE ONE VOICE TRIP.

**REPORTS**

**Department Heads:** Chief Ormonde said UCR Part 1 Crimes are down 4%, Arrests are up 34% due to the reclassification of a misdemeanor by Prop. 47. Ormonde said he will have an end of the year report at a future City Council meeting.

Public Works Director Johnston reported that December water usage was down 32.2% compared to water usage in 2013 and the running average for June through December is 28.2%.

Johnston said the Water Meter Installation software is up and running and has already helped in identifying homes with small leaks.

Planning Director Zuidervaart said the North Pointe Specific Plan fee schedule will be coming back to Council in the near future.

Engineering Supervisor Pease said the Water Meter Installation project is on track to be completed by the end of February. So far, 1,360 meters have been installed to date with minimum delays. Pease said 1,000 customers will receive their first meter bill in February.

**City Council:** Council Member Zuber asked staff where the Landscape Standards were at the in the process.

Planning Director Zuidervaart said there was a meeting and revisions are underway. Zuidervaart said as soon as the draft is available it will be sent to Council.

Council Member Uecker announced the Stockton Airport is now flying to San Diego.

Mayor Parks said he would like to see ideas for what direction the city is heading with Economic Development.

**PUBLIC DISCUSSION ON CLOSED SESSION MATTERS:** No one from the public wished to speak at this time.

**CLOSED SESSION:**

The meeting was called to order at 9:08 p.m.

**ROLL CALL:** Council Members Leo Zuber, Mark Winchell, Vice Mayor Dean Uecker, Mayor Jake Parks.

Absent: Michael Restuccia

**OTHERS PRESENT:** City Attorney Tom Terpstra, City Clerk Lisa Roos, Chief Ed Ormonde, City Administrator Kevin Werner.

**IN THE MATTER OF:**

- 1. CONFERENCE WITH LEGAL COUNSEL** – Anticipated Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.

City Attorney Terpstra said Staff was given direction and no reportable action was taken.

There being no further business, the meeting adjourned at 9:34 p.m.

(Signed) Jake Parks  
Mayor

ATTEST:

(Signed) Tricia Raymond  
Deputy City Clerk

---

# Ripon Redevelopment Successor Agency Minutes

---

TUESDAY, JANUARY 12, 2016

**AFTER COUNCIL MEETING**

**ROLL CALL:** Directors Leo Zuber, Mark Winchell, Vice Chairman Dean Uecker, Chairman Jake Parks.  
Absent: Michael Restuccia.

**OTHERS PRESENT:** Executive Director Kevin Werner, City Attorney Tom Terpstra, Secretary Ken Zuidervaart, City Clerk Lisa Roos, Deputy City Clerk Tricia Raymond, Information Systems Technician Dan Brannon, Director of Public Works Ted Johnston, Police Chief Ed Ormonde, Recreation Director Kye Stevens.

**PUBLIC DISCUSSION:** No one from the public wished to speak at this time.

**APPROVE OF MINUTES: MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) BY A 4-0 (RESTUCCIA ABSENT) VOTE TO APPROVE THE MINUTES OF THE SUCCESSOR AGENCY MEETING ON DECEMBER 8, 2015.

**CONSENT CALENDAR**

**NOTES:**

**1. Bills, Invoices, Payments**

- A. OMNICAP GROUP, LLC  
Tax Allocation Bonds, 2005  
\$3,875.00

**2. Miscellaneous Items**

- A. OMNICAP GROUP, LLC  
Arbitrage Calculations  
Tax Allocation Bonds, Issue 2005

Accept the arbitrage calculation report from Omnicap Group, LLC for Tax Allocation Bonds, Issue of 2005.

**\*\*End of Consent Calendar\*\***

**MOTION:** MOVED/SECONDED (ZUBER,UECKER) AND CARRIED BY A 4-0 (RESTUCCIA ABSENT) VOTE TO APPROVE THE CONSENT CALENDAR.

There being no further business, the meeting adjourned at 9:04 p.m.

(Signed) Jake Parks  
Chairman

(Signed) Ken Zuidervaart  
Secretary

---

# Ripon City Council Special Meeting Minutes

---

JANUARY 25, 2016

The Special City Council meeting was called to order at 6:00 p.m. by Mayor Jacob Parks.

**ROLL CALL:** Council Members Leo Zuber, Michael Restuccia, Mark Winchell, Vice Mayor Dean Uecker, Mayor Jacob Parks.

**OTHERS PRESENT:** City Administrator Kevin Werner, City Attorney Tom Terpstra, Planning Director Ken Zuidervaart, Recreation Director Kye Stevens, Public Works Director Ted Johnston, Police Chief Ed Ormonde, City Clerk Lisa Roos, Deputy City Clerk Tricia Raymond.

**PUBLIC DISCUSSION:** No one from the public wished to speak.

## **IN THE MATTER OF:**

### **1. ORDINANCES**

#### *First Reading and Introduction*

A. ORDINANCE NO. 836

CABLE COMMUNICATION  
FRANCHISE PROCEDURES

This ordinance repeals Chapter 5.28 of the Ripon Municipal Code and introduces a new Chapter 5.28, title "Cable Communication Franchise Procedures."

City Administrator Werner shared a brief history of cable communication and franchise procedures. Werner said Charter Communications currently installs equipment (bullets and amplifiers underground). Over the years the amplifiers have started to appear above ground and the City has to call Charter to inform that they need to be underground according to the city ordinance.

City Attorney Terpstra said Charter reached out via a letter and said the bullets and amplifiers can be above ground according to state law and would like to meet with city staff to discuss the Digital Infrastructure and Video Competition Act (DIVCA).

Terpstra said he is willing to meet with Charter to discuss DIVCA and address issues and work with Charter before the ordinance goes into effect.

Terpstra said the city's current ordinance which was adopted in 2008 is generic and the encroachment permit process needs to be strengthened to better control placement of cable equipment.

Council Member Restuccia asked if the state allows for an encroachment process.

Terpstra said there will be a process and timeframe that must be followed.

Werner said this process will address concerns of not being treated fairly with other utilities. Cable must be treated like telephone utilities, including undergrounding requirements. Another ordinance will follow this one that will more clearly define processes for telephone.

Terpstra has recommended staff come up with a master application to be submitted. This can streamline the process.

Mayor Parks said the goal is to be consistent.

**MOTION:** MOVED/SECONDED (ZUBER,WINCHELL) AND CARRIED BY A 5-0 VOTE TO WAIVE THE FIRST READING AND INTRODUCE ORDINANCE NO. 836.

There being no further business, the meeting was adjourned at 6:25 p.m.

(Signed) Jacob Parks  
Mayor

ATTEST:

(Signed) Tricia Raymond  
Deputy City Clerk

---

# Ripon Redevelopment Successor Agency Special Meeting Minutes

---

JANUARY 25, 2016

## AFTER CITY COUNCIL SPECIAL MEETING

The Ripon Redevelopment Successor Agency Special Meeting was called to order at 6:25 p.m. by Chairman Jacob Parks.

**ROLL CALL:** Directors Leo Zuber, Michael Restuccia, Mark Winchell, Vice Chairman Dean Uecker, Chairman Jacob Parks.

**OTHERS PRESENT:** Executive Director Kevin Werner, City Attorney Tom Terpstra, Secretary Ken Zuidervaart, City Clerk Lisa Roos, Deputy City Clerk Tricia Raymond, Director of Public Works Ted Johnston, Police Chief Ed Ormonde, Recreation Director Kye Stevens.

**PUBLIC DISCUSSION:** No one from the public wished to speak.

### **IN THE MATTER OF:**

#### **CONSENT CALENDAR**

#### **NOTES:**

##### **1. Resolutions**

- |    |  |   |
|----|--|---|
| A. | RESOLUTION NO. 16-01<br>A RESOLUTION OF THE BOARD OF<br>DIRECTORS OF THE SUCCESSOR<br>AGENCY OF THE RIPON<br>REDEVELOPMENT AGENCY<br>APPROVING THE RECOGNIZED<br>OBLIGATION PAYMENT SCHEDULE<br>(ROPS 16-17) PURSUANT TO HEALTH<br>AND SAFETY CODE SECTION 34177<br>AND TAKING CERTAIN ACTIONS IN<br>CONNECTION THEREWITH  | This resolution approves the Recognized Obligation<br>Payment Schedule (16-17) for the period of July 1,<br>2016 through June 30, 2017.   |
| B. | RESOLUTION NO. 16-02<br>RESOLUTION OF THE BOARD OF<br>DIRECTORS OF THE SUCCESSOR<br>AGENCY OF THE RIPON<br>REDEVELOPMENT AGENCY<br>APPROVING THE SUCCESSOR<br>AGENCY'S ADMINISTRATIVE BUDGET<br>PURSUANT TO HEALTH AND SAFETY<br>CODE SECTION 34177 (j) FOR JULY 1,<br>2016 – JUNE 30, 2017; AND DIRECTING<br>STAFF TO PRESENT IT TO THE<br>OVERSIGHT BOARD FOR APPROVAL | This resolution approves the Agency's administrative<br>budget for (ROPS 16-17) for the period of July 1, 2016<br>through June 30, 2017, and directs staff to forward the<br>proposed budget to the Oversight Board for approval. |

**\*\*END OF CONSENT CALENDAR\*\***

**MOTION:** MOVED/SECONDED (RESTUCCIA,WINCHELL) AND CARRIED BY A 5-0 VOTE TO APPROVE THE CONSENT CALENDAR.

There being no further business, the meeting adjourned at 6:29 p.m.

(Signed) Jacob Parks  
Mayor

(Signed) Ken Zuidervaart  
Secretary

**CONSENT CALENDAR**

**Income**



# STATE OF CALIFORNIA

DIRECT DEPOSIT NUMBER  
99281790

## DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account at bank 121101037 from the RETAIL SALES TAX

1A

281790  
CITY TREASURER  
CITY OF RIPON  
259 N WILMA AVE  
RIPON  
95366-3028

CA

01 | 20 | 16

DOLLARS	CENTS
\$**139200	.00

**NOT NEGOTIABLE**

39004

PAYEE IDENTIFICATION  
NUMBER(S)

When changing accounts or financial institutions, notify your retirement system or agency accounting office immediately. Do not close your old account until you have received your first payment in your new account.



**BETTY T. YEE**  
CALIFORNIA STATE CONTROLLER

### STATE OF CALIFORNIA - BOARD OF EQUALIZATION STATEMENT OF BRADLEY-BURNS LOCAL TAX DISTRIBUTION

39004      DATE: 01/08/2016      FOR THE PERIODS SHOWN BELOW  
PAYEE: CITY TREASURER  
CITY OF RIPON

CURRENT ADVANCE	Nov 2015	139,200.00
PRIOR CREDITS		0.00
<b>TOTAL PAYMENT PER SECTION 7203.1</b>		<b>139,200.00</b>

CONTROLLER OF CALIFORNIA, STATE OF CALIFORNIA

P O BOX 942850, SACRAMENTO, CA 94250-0001

REMITTANCE ADVICE

1A

CLAIM SCHEDULE NUMBER: 1500250A

PAYMENT ISSUE DATE: 02/01/2016

**RIPON CITY TREASURER**

259 N WILMA AVE

RIPON

CA 95366

Financial Activity

**Additional Description:**  
Highway Users Tax

**HIGHWAY USERS TAX - Sections 2103, 2105, 2106 and 2107, Streets & Highways Code Fiscal Year: 2015**

**Collection Period:** 12/24/2015 To 01/23/2016

**Payment Calculations:**

Population for all Cities	32,266,775
City Population	14,922
HUT 2107 snow payment	0.00
<b>City Per Capita Amount for Section 2105</b>	<b>0.44093007</b>
<b>City Per Capita Amount for Section 2107</b>	<b>0.50022747</b>
<b>HUT 2107.5</b>	<b>\$0.00</b>
<b>HUT 2103</b>	<b>\$5,519.38</b>
<b>HUT 2105</b>	<b>\$6,579.56</b>
<b>HUT 2106</b>	<b>\$4,297.13</b>
<b>HUT 2107</b>	<b>\$7,464.39</b>
<b>Gross Claim</b>	<b>\$23,860.46</b>
<b>Net Claim / Payment Amount</b>	<b>\$23,860.46</b>
<b>YTD Amount:</b>	<b>\$192,931.15</b>

For assistance, please call: Nathalie Ortiz at (916) 324-1875

1/26/2016

342

35



Waste Management  
P.O. Box 3027  
Houston, TX 77253

Check No. 0012449036

For inquiries, please call 1-866-834-2080, option 4.

1B

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
12/01/2015	HaulFee Ripon BU 51 Dec15 *AT* ATTACH ALL BACK HAULFEE RIPON BU 51 DEC15	2,149.21	0.00	2,149.21
Vendor Number 0000386801	Name City of Ripon			
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
0012449036	01/22/2016	\$2,149.21	\$0.00	\$2,149.21

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING IN THE ENDORSEMENT SIGNATURE LINE. THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK.



Waste Management  
P.O. Box 3027  
Houston, TX 77253

VE

**BANK OF AMERICA**  
COMMERCIAL DISBURSEMENT ACCOUNT  
NORTHBROOK, IL

CHECK NO

**0012449036**

70-2328 / 719

Security features included. Details on back.

PAY EXACTLY

**\$2,149.21 \*\*\***

VOID AFTER 90 DAYS

DATE: 01/22/2016

PAY EXACTLY

\*\*\*\*TWO THOUSAND ONE HUNDRED FORTY-NINE AND 21 / 100 DOLLAR\*\*\*\*

*Devina Rankin*

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TO THE ORDER OF

**CITY OF RIPON**  
259 N Wilma Ave  
Ripon, CA 95366

219920

08/07/15

Attn: Danielle Wicklund  
Vendor#386801  
Address Code 01  
Location 01

**Waste Management**  
Stockton District  
City of Ripon Hauler Fee Schedule  
259 N Wilma Ave.  
Ripon, CA 95366  
For month of: December 2015

	Legacy System	Total
<b>Gross Rate Revenue</b>		
Residential	\$0.00	\$0.00
Commercial	\$5,947.23	\$5,947.23
Rolloff	\$20,917.94	\$20,917.94
<b>Total</b>	<b>\$26,865.17</b>	<b>\$26,865.17</b>

Franchise Fee Rate 8.0%

**Franchise Fee Payable**

Residential	\$0.00	\$0.00
Commercial	\$475.78	\$475.78
Rolloff	\$1,673.44	\$1,673.44
<b>Total</b>	<b>\$2,149.21</b>	<b>\$2,149.21</b>

*[Handwritten signature]*



COUNTY DIVISION  
P.O. BOX 127 (209) 537-8000  
CERES, CALIFORNIA 95307

BANK OF THE WEST  
2501 E. WHITMORE AVE.  
CERES, CA 95307  
90-78/1211

033312 1C

1/12/2016

PAY TO THE  
ORDER OF

CITY OF RIPON

\$

\*\*1,432.41

One Thousand Four Hundred Thirty-Two and 41/100\*\*\*\*\*

DOLLARS

CITY OF RIPON  
FINANCE DEPARTMENT  
259 N. WILMA AVE.  
RIPON, CA 95366

BERTOLOTTI MODESTO DISPOSAL, INC  
VOID AFTER 180 DAYS

MEMO 4th Qtr 2015 Franchise Fees

COLOR FADES WITH HEAT

⑈033312⑈ ⑆121100782⑆ 388000416⑈

BERTOLOTTI DISPOSAL, INC. - COUNTY DIVISION P.O. BOX 127 CERES, CA 95307  
CITY OF RIPON  
FRANCHISE FEES RIPON

1/12/2016

033312  
1,432.41

CHECKING

4th Qtr 2015 Franchise Fees

1,432.41

0.\*  
3,696.00+  
1,464.00+  
1,230.00+  
2,563.19+  
2,366.00+  
2,619.69+  
792.00+  
862.92+  
990.00+  
1,321.38+  
17,905.18◇  
17,905.18x  
8.%  
1,432.41\*

010

*Unpaid - 4th quarter 2015 - Awards*

Prog: ACTEMP3  
User: B6MELISSA  
BERTIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:04:22 Dataset: B6

ACCT YMM	Co Name	Cust #	INV #	Act Date	Tax FeeC	GL Code	Bin Type	Date	S2 Cd	Cn Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (H TR)																
						COUNT	8				.00			1344.00	1995.28	651.28-
Totals by TAX BODY (SJRIP1)																
						COUNT	8				.00			1344.00	1995.28	651.28-
Totals by CUSTOMER (1000215)																
						COUNT	8				.00			1344.00	1995.28	651.28-
Totals by DATE (20151031)																
						COUNT	8				.00			1344.00	1995.28	651.28-
Totals by GL CODE (H TR)																
						COUNT	5				.00			840.00	1247.05	407.05-
Totals by TAX BODY (SJRIP1)																
						COUNT	5				.00			840.00	1247.05	407.05-
Totals by CUSTOMER (1000215)																
						COUNT	5				.00			840.00	1247.05	407.05-
Totals by DATE (20151130)																
						COUNT	5				.00			840.00	1247.05	407.05-
Totals by GL CODE (H TR)																
						COUNT	9				.00			1512.00	2244.69	732.69-
Totals by TAX BODY (SJRIP1)																
						COUNT	9				.00			1512.00	2244.69	732.69-
Totals by CUSTOMER (1000215)																
						COUNT	9				.00			1512.00	2244.69	732.69-
Totals by DATE (20151231)																
						COUNT	9				.00			1512.00	2244.69	732.69-
GRAND TOTALS																
						COUNT	22				.00			3696.00	5487.02	1791.02-

*Unpaid - 4th quarter 2015 - Disposals*

Prog:ACTEMPP3  
User: BEMELISSA  
BERTIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:04:50 Dataset: B6

ACCT YMM	Cust # Co Name	INV # Act Date	Tax FeeC	GL Code	Bin Type	Date	Sz Cd	Ch Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (D TR)														
											9.03	466.30	352.17	114.13
Totals by TAX BODY (SJRIP1)														
											9.03	466.30	352.17	114.13
Totals by CUSTOMER (1000215)														
											9.03	466.30	352.17	114.13
Totals by DATE (20151031)														
											9.03	466.30	352.17	114.13
Totals by GL CODE (D TR)														
											6.80	351.16	265.20	85.96
Totals by TAX BODY (SJRIP1)														
											6.80	351.16	265.20	85.96
Totals by CUSTOMER (1000215)														
											6.80	351.16	265.20	85.96
Totals by DATE (20151130)														
											6.80	351.16	265.20	85.96
Totals by GL CODE (D TR)														
											12.52	646.54	488.28	158.26
Totals by TAX BODY (SJRIP1)														
											12.52	646.54	488.28	158.26
Totals by CUSTOMER (1000215)														
											12.52	646.54	488.28	158.26
Totals by DATE (20151231)														
											12.52	646.54	488.28	158.26
GRAND TOTALS														
											28.35	1464.00	1105.65	358.35

*Figuring 3 - 4th quarter 2015 - Awards*

Prog:ACTEMPP3  
User: BGMELISSA  
BERTOLOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:05:22 Dataset: B6

Acct YMM	CO Name	Cust #	INV #	Act Date	Tax FeeC	GL Code	Bin Type	Date	Sz Cd	Ch Cd	Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (H TR)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by TAX BODY (SJRIP1)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by CUSTOMER (1003630)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by DATE (20151031)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by GL CODE (H TR)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by TAX BODY (SJRIP1)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by CUSTOMER (1003630)																	
						COUNT		2						.00	410.00	498.82	88.82-
Totals by DATE (20151130)																	
						COUNT		2						.00	410.00	498.82	88.82-
GRAND TOTALS																	
						COUNT		6						.00	1230.00	1496.46	266.46-

*Loves - 4th quarter 2015 - Awards*

Prog: ACTEMPP3  
User: BSMELISSA  
BERRIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:06:10 Dataset: B6

ACCT YMM	Cust # Co Name	INV # Act Date	Tax FeeC	GL Code	Bin Type	Date	SZ Cd	Ch Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (H TR)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by TAX BODY (SJRIP1)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by CUSTOMER (1005790)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by DATE (20151031)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by GL CODE (H TR)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by TAX BODY (SJRIP1)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by CUSTOMER (1005790)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by DATE (20151130)														
				COUNT		4					.00	728.00	997.64	269.64-
Totals by GL CODE (H TR)														
				COUNT		5					.00	910.00	1247.05	337.05-
Totals by TAX BODY (SJRIP1)														
				COUNT		5					.00	910.00	1247.05	337.05-
Totals by CUSTOMER (1005790)														
				COUNT		5					.00	910.00	1247.05	337.05-
Totals by DATE (20151231)														
				COUNT		5					.00	910.00	1247.05	337.05-
GRAND TOTALS														
				COUNT		13					.00	2366.00	3242.33	876.33-

Silverado- 4th quarter 2015 - Hauls

Prog:ACTEMPP3  
User: BEMELISSA  
BERTIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:07:01 Dataset: B6

Acct YMM	Co Name	Cust #	INV #	Act Date	Tax FeeC	GL Cy Code	Bin Type	Sz Cd	Ch Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (H TR)															
						COUNT	2			.00			396.00	498.82	102.82-
Totals by TAX BODY (SJRIFI)															
						COUNT	2			.00			396.00	498.82	102.82-
Totals by CUSTOMER (1004059)															
						COUNT	2			.00			396.00	498.82	102.82-
Totals by DATE (20151031)															
						COUNT	2			.00			396.00	498.82	102.82-
Totals by GL CODE (H TR)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by TAX BODY (SJRIFI)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by CUSTOMER (1004059)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by DATE (20151130)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by GL CODE (H TR)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by TAX BODY (SJRIFI)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by CUSTOMER (1004059)															
						COUNT	1			.00			198.00	249.41	51.41-
Totals by DATE (20151231)															
						COUNT	1			.00			198.00	249.41	51.41-
GRAND TOTALS															
						COUNT	4			.00			792.00	997.64	205.64-

Silverado-4th quarter 2015 - Disposals

Prog:ACTEMPP3  
User: BSMELISSA  
BERTIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:16:19 Dataset: B6

Acct YMM	Cust #	Co Name	INV #	Act Date	Tax Fee	GL Code	Bin Type	Date	Sz Cd	Ch Cd	Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (D TR)																	
						COUNT	2							6.87	370.98	267.93	103.05
Totals by TAX BODY (SURIP1)																	
						COUNT	2							6.87	370.98	267.93	103.05
Totals by CUSTOMER (1004059)																	
						COUNT	2							6.87	370.98	267.93	103.05
Totals by DATE (20151031)																	
						COUNT	2							6.87	370.98	267.93	103.05
Totals by GL CODE (D TR)																	
						COUNT	1							4.23	228.42	164.97	63.45
Totals by TAX BODY (SURIP1)																	
						COUNT	1							4.23	228.42	164.97	63.45
Totals by CUSTOMER (1004059)																	
						COUNT	1							4.23	228.42	164.97	63.45
Totals by DATE (20151130)																	
						COUNT	1							4.23	228.42	164.97	63.45
Totals by GL CODE (D TR)																	
						COUNT	1							4.88	263.52	190.32	73.20
Totals by TAX BODY (SURIP1)																	
						COUNT	1							4.88	263.52	190.32	73.20
Totals by CUSTOMER (1004059)																	
						COUNT	1							4.88	263.52	190.32	73.20
Totals by DATE (20151231)																	
						COUNT	1							4.88	263.52	190.32	73.20
GRAND TOTALS																	
						COUNT	4							15.98	862.92	623.22	239.70

Quarter - 4th quarter 2015 - Hawks.

Prog:ACTEMPP3  
User: B6MELISSA  
BERTOLOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:07:55 Dataset: B6

Acct YMM	Cust # Co Name	INV #	Act Date	Tax Feec	GL Cy Code	Bin Type	Date	Sz Cd	Ch Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance	
Totals by GL CODE (H TR)																
					COUNT								.00	594.00	748.23	154.23-
Totals by TAX BODY (STRIPP)																
					COUNT								.00	594.00	748.23	154.23-
Totals by CUSTOMER (1000136)																
					COUNT								.00	594.00	748.23	154.23-
Totals by DATE (20151031)																
					COUNT								.00	594.00	748.23	154.23-
Totals by GL CODE (H TR)																
					COUNT								.00	198.00	249.41	51.41-
Totals by TAX BODY (STRIPP)																
					COUNT								.00	198.00	249.41	51.41-
Totals by CUSTOMER (1000136)																
					COUNT								.00	198.00	249.41	51.41-
Totals by DATE (20151130)																
					COUNT								.00	198.00	249.41	51.41-
Totals by GL CODE (H TR)																
					COUNT								.00	198.00	249.41	51.41-
Totals by TAX BODY (STRIPP)																
					COUNT								.00	198.00	249.41	51.41-
Totals by CUSTOMER (1000136)																
					COUNT								.00	198.00	249.41	51.41-
Totals by DATE (20151231)																
					COUNT								.00	198.00	249.41	51.41-
GRAND TOTALS																
					COUNT								.00	990.00	1247.05	257.05-

*Client - 4th quarter 2015 - Disposals*

Prog: ACTEMPP3  
User: BSMELISSA  
BERTIOTTI DISPOSAL, INC.  
Variable Sales Report

1/04/16 Page: 1  
10:08:21 Dataset: B6

Acct YMM	Cust #	INV #	Act Date	Tax FeeC	GL Code	Bin Type	Date	Sz Cd	Ch Desc	Variable 3	Variable 4	Qty	Billed Amt	Master Amt	Variance
Totals by GL CODE (D TR)															
					COUNT					18.06			975.24	704.34	270.90
Totals by TAX BODY (SJRIP1)															
					COUNT					18.06			975.24	704.34	270.90
Totals by CUSTOMER (1000136)															
					COUNT					18.06			975.24	704.34	270.90
Totals by DATE (20151031)															
					COUNT					18.06			975.24	704.34	270.90
Totals by GL CODE (D TR)															
					COUNT					2.75			148.50	107.25	41.25
Totals by TAX BODY (SJRIP1)															
					COUNT					2.75			148.50	107.25	41.25
Totals by CUSTOMER (1000136)															
					COUNT					2.75			148.50	107.25	41.25
Totals by DATE (20151130)															
					COUNT					2.75			148.50	107.25	41.25
Totals by GL CODE (D TR)															
					COUNT					3.66			197.64	142.74	54.90
Totals by TAX BODY (SJRIP1)															
					COUNT					3.66			197.64	142.74	54.90
Totals by CUSTOMER (1000136)															
					COUNT					3.66			197.64	142.74	54.90
Totals by DATE (20151231)															
					COUNT					3.66			197.64	142.74	54.90
GRAND TOTALS															
					COUNT					24.47			1321.38	954.33	367.05

CCATT HOLDINGS LLC  
2000 CORPORATE DRIVE  
CANONSBURG PA 15317  
724-416-2000

JPMorgan Chase Bank, N.A.  
DALLAS TX  
32-61/1110

1D

204095

NINE HUNDRED SIXTY EIGHT AND 73/100\*\*\*\*\*

DATE 02/01/16

\$\*\*\*\*\*968.73

Pay To The Order Of  
CITY OF RIPON  
259 W WILMA AVE  
RIPON CA 95366

750570

*Real VP AND CONTROLLER  
Denise Short, Asst Controller*

VOID AFTER 180 DAYS

⑈ 204095⑈ ⑆ 111000614⑆ 581929721⑈

*ccatt Holdings*

Check No 204095

Check Date 02/01/16

Stub 1 of 1

Description

Tower Lease #387779	02/01/16	845975	968.73	968.73
			<u>968.73</u>	<u>968.73</u>



**GILTON SOLID WASTE MANAGEMENT, INC.**

755 SOUTH YOSEMITE AVENUE  
OAKDALE, CALIFORNIA 95361  
209-527-3781

**OAK VALLEY COMMUNITY BANK**

1200 "I" STREET  
MODESTO, CA 95354  
90-4211-1211

01-27-16

PAY TO THE ORDER OF CITY OF RIPON

\$\*\*\*5,555.88\*

\*\*\*FIVE THOUSAND FIVE HUNDRED FIFTY FIVE & 88/100 DOLLARS

CITY OF RIPON  
259 N WILMA AVENUE  
RIPON, CA 95366

*Keen Anderson*  
AUTHORIZED SIGNATURE  
*[Signature]*

Security features. Details on back.

⑈001446⑈ ⑆121142119⑆ 001032615⑈

**GILTON SOLID WASTE MANAGEMENT, INC.**

VENDOR: CITY OF RIPON

ID: 438

CHECK# 1446  
01-27-16

MEMO	DATE	INVOICE NO.	AMOUNT	DISCOUNT	NET AMOUNT
	12-31-15	FF BIN/BOX	5555.88	.00	5555.88

TOTALS \*\* 5555.88 .00 5555.88



**GILTON  
Solid Waste  
Management  
Inc.**

755 S YOSEMITE • OAKDALE, CA 95361 • (209)527-3781  
FAX (209)527-0422

January 27, 2016

City of Ripon  
259 N. Wilma Ave.  
Ripon, CA 95366

Enclosed please find a check for franchise fees on bin and box revenue for quarter ending December 31, 2015

Bin Revenue	\$52,651.40
Box Revenue	<u>\$16,797.07</u>
Total	\$69,448.47
Franchise fee	x 8%
Total Due	<u><u>\$5,555.88</u></u>



T-MOBILE USA, INC.  
12920 SE 38TH STREET  
BELLEVUE, WA 98006  
(425) 378-4000

3258340  
1/22/2016 1F  
2000038774

Invoice Number	Inv. Date	Description	Deductions	Voucher	Amount Paid
W426910371	1/20/2016	SC07837A CPI-Base Rent	0.00	1100155223	898.03

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.



T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

The Bank of New York Mellon  
Pittsburgh, PA  
60-160/433

3258340  
1/22/2016  
VID 2000038774

PAY \$898.03  
EIGHT NINE EIGHT CTS CTS

\*\$898.03

\*\*\*Eight Hundred Ninety Eight Dollars And 03 Cents\*\*\*\*\*

To  
The  
Order  
Of  
  
CITY OF RIPON  
259 N WILMA AVE  
RIPON, CA 95366

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

*David [Signature]*

⑈0003258340⑈ ⑆043301601⑆ 013⑈8430⑈

**CONSENT CALENDAR**  
**Bills, Invoices, Payments**

**PRICE PAIGE & COMPANY**

**Accountancy Corporation**

677 Scott Avenue

Clovis, CA 93612

Phone: (559) 299-9540

Fax: (559) 299-2344

Email: ppc@ppcpas.com

Website: www.ppcpas.com

Lisa Roos  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

Invoice: 9520  
Invoice Date: 01/07/16  
Due Date: Due upon receipt  
Client ID: RIPON

---

***For professional services rendered for the period ending December 31, 2015***

Completion of audit of the City's financial statements for the year ended June 30, 2015.

3,300.00

*12/11/16*

Invoice Total

\$3,300.00

Beginning Balance

\$1,010.00

Invoices

3,300.00

Amount Due

\$4,310.00

Please make checks payable to Price Paige & Company and record your invoice number on the check. A Finance Charge of 1.33% per month will be assessed on all unpaid invoices over 45 days.

Invoice

2B

National Meter & Automation, Inc.  
 PO Box 5429  
 GREENWOOD VILLAGE CO 80155  
 (303) 339-9100 FAX (303) 649-1017

INVOICE DATE	INVOICE NUMBER
01/08/16	S1064425.003
ISSUING BRANCH:	PAGE NO.
National Meter & Automation-Ca 2250 Apollo Way Suite 300 SANTA ROSA CA 95407 707-575-0700 Fax 707-575.3786	1

BILL TO:  
 City of Ripon  
 259 N Wilma Ave  
 RIPON, CA 95366

SHIP TO:  
 City of Ripon  
 259 N. WILMA AVE.  
 RIPON, CA 95366

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
92	Verbal James	\$kr	Kathy Richards
WRITER	SHIP VIA	TERMS	SHIP DATE
Dan Gilliam	BW BEST-WAY	Net Due 30 Days	01/08/16
			ORDER DATE
			09/15/15

DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
BEACON AMA INTRO ONLINE CLASS .9518	1	1	1400.000	1400.00
BEACON DATA EXCHANGE ONLINE CLASS .9519	1	1	0.000	0.00

APPROVED FOR PAYMENT  
 Approved By: EQ  
 Account Code: #110-7137-90000

Please remit to: National Meter & Automation, Inc. PO Box 5429 Greenwood Village, CO 80155-5429

Subtotal	1400.00
S&H CHGS	0.00
Sales Tax	112.00
Amount Due	1512.00

Invoice is due by 02/07/16.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge.

ENE 4

Invoice

National Meter & Automation, Inc.  
 PO Box 5429  
 GREENWOOD VILLAGE CO 80155  
 (303) 339-9100 FAX (303) 649-1017

INVOICE DATE	INVOICE NUMBER
01/22/16	S1068021.001
ISSUING BRANCH:	
National Meter & Automation-Ca 2250 Apollo Way Suite 300 SANTA ROSA CA 95407 707-575-0700 Fax 707-575-3786	
PAGE NO.	
1	

BILL TO:  
 City of Ripon  
 259 N Wilma Ave  
 RIPON, CA 95366

SHIP TO:  
 City of Ripon  
 1210 S Vera Ave  
 Corp Yard  
 RIPON, CA 95366

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
92	V. Elizabeth	\$DG-N	Kathy Richards	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Dan Gilliam	BW BEST-WAY	Net Due 30 Days	01/22/16	01/22/16
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
LF70 1" BRZ METER BODY ONLY, BRZ BTM, NSF-61 LEAD FREE .132	12	12	178.000	2136.00
M70 1" HR-E 8-DIAL ENCODER, CF, TX, 6' LEAD, NICOR CONNECTOR .8912	12	12	48.000	576.00
1/2"X 18" SUNGUARD II FIBERGLASS ROD .3752	12	12	0.000	0.00
64394-001 THRU METAL LID MOUNTING KIT F/ PIT ORION .486	12	12	0.000	0.00
64394-003 UNDER METAL LID MOUNTING KIT F/ PIT ORION .630	12	12	0.000	0.00
Please remit to: National Meter & Automation, Inc. PO Box 5429 Greenwood Village, CO 80155-5429				

Subtotal	2712.00
S&H CHGS	0.00
Sales Tax	216.96
<b>Amount Due</b>	<b>2928.96</b>

Invoice is due by 02/21/16.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge.

\*\* Reprint \*\* Reprint \*\* Reprint \*\*

#110.7137. 90000 2622.00  
 #110.7138. 90000 2306.88

# INVOICE

2C



**SAN JOAQUIN REGIONAL  
TRANSIT DISTRICT**  
P.O. Box 201010  
Stockton, CA 95201  
Phone (209) 948-5566

**Invoice Number:** AR109279  
**Customer Number:** C01524  
**Invoice Date:** 01/07/16  
**Terms:** Due upon receipt  
**Federal ID#:** 94-1563999

**To:** CITY OF RIPON  
ATTN: BARBARA SHNEIDER  
259 N. WILMA AVENUE  
RIPON, CA 95366

Trans Date	Description	Quantity	Unit Cost	Amount
01/07/16	City of Ripon Contract DECEMBER 2015 <i>But driver service</i>	40.1	55.08	2,206.50
			TAX	0.00
			<b>Total Due</b>	<b>2,206.50</b>

-----  
**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

Please make checks payable to:

**SAN JOAQUIN RTD**  
P.O. Box 201010  
Stockton, CA 95201

**Invoice Number:** AR109279  
**Customer Number:** C01524  
**Invoice Date:** 01/07/16  
**Total Amount Due \$** 2,206.50

**Total Payment \$** \_\_\_\_\_



PROJECT: Water Meter Installation Project

CONTRACTOR: G.M. Construction & Develop., Inc.  
8040 Linden Lime Ct.  
Citrus Heights, CA 95610

INVOICE NO: 3694.5  
BILLING NO:  
DATE: 01/26/16

BILLING INFORMATION

ORIGINAL CONTRACT AMOUNT: \$1,931,962.00

PREVIOUS BILLED TO DATE: 1,049,566.00

APPROVED CONTRACT CHANGES:

BILLING THIS INVOICE:

*Telemetry* \$29,268.71

*Water Meter Installation* \$260,384.79

5% RETENTION:

*Telemetry* \$1,463.44

*Water Meter Installation* \$13,019.24

REVISED CONTRACT AMOUNT: \$1,931,962.00

NET BILLING THIS INVOICE:

*Telemetry* \$27,805.27

*Water Meter Installation* \$247,365.55

**Total \$275,170.83**

PROGRESS OF PROJECT

A total of 1,545 Meters were installed  
Project 69.32% complete



# Invoice

**WOOD RODGERS**  
ENGINEERING • PLANNING • MAPPING • SURVEYING

Remit to: 3301 C Street, Bldg. 100-B, Sacramento, CA 95816 Tel: 916.341.7760 Fax: 916.341.7767

City of Ripon  
Attn: Kevin Werner  
259 N. Wilma Ave  
Ripon, CA 95366

Invoice 98000  
Date 1/14/2016  
Client ID: 8.2713

Contract: 8558.003  
Ripon Wells 5 & 12 Assessments

For Services Provided Through December 31, 2015

### 01.01.42 Well Assessmnt & Recommend T&M

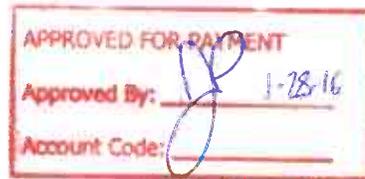
#### Labor

<u>Staff Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Geologist III	5.50	140.00	770.00
Geologist I	1.00	120.00	120.00
Labor subtotal	6.50		890.00

<b>Invoice Total</b>	<b>890.00</b>
----------------------	---------------

#### Contract Summary

Contract Amount	55,000.00
Invoiced to date	11,100.00
Fee remaining	43,900.00



ent 4



January 19, 2016

Job No. 8558.003

Mr. Kevin Werner  
City of Ripon  
259 N. Wilma Ave  
Ripon, CA 95366

Dear Mr. Werner:

**Subject: Summary Report for Services Provided**  
**Invoice: 98000**

**Introduction**

This letter summarizes the work and budget for the services performed during this billing period. The tasks for which work was performed are addressed below.

**RIPON WELLS 5 & 12 ASSESSMENTS  
WORK AND BUDGET REPORT  
DECEMBER 2015**

**Work Performed**

01.01.42 Well Assessment & Recommend T&M

- Prepare well 12 site work plans
- Well site coordination
- Prepare support documentation

Please let me know if you have any questions or comments.

Sincerely,

Lawrence H. Ernst, PG, CEG, CHG  
Principal Hydrogeologist

Enclosures



**Invoice**

**WOOD RODGERS**  
ENGINEERING • PLANNING • MAPPING • SURVEYING

Remit to: 3301 C Street, Bldg. 100-B, Sacramento, CA 95816 Tel: 916.341.7760 Fax: 916.341.7767

City of Ripon  
Attn: Kevin Werner  
259 N. Wilma Ave  
Ripon, CA 95366

Invoice 97999  
Date 1/14/2016  
Client ID: 8.2713

Contract: 8558.002  
Ripon Well Site Assessmnt/Dsgn

For Services Provided Through December 31, 2015

**01.01.42 Data Rvw/Tst Hole/MWs T&M**

**Labor**

<u>Staff Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Geologist II	1.00	220.00	220.00
Geologist I	1.00	120.00	120.00
Labor subtotal	2.00		340.00

**03.01.42 Well Design Reports T&M**

**Labor**

<u>Staff Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Geologist III	6.00	140.00	840.00
Labor subtotal	6.00		840.00

<b>Invoice Total</b>	<b>1,180.00</b>
----------------------	-----------------

**Contract Summary**

Contract Amount	144,500.00
Invoiced to date	120,304.31
Fee remaining	24,195.69



**WOOD RODGERS**

January 19, 2016

Job No. 8558.002

Mr. Kevin Werner  
City of Ripon  
259 N. Wilma Ave  
Ripon, CA 95366

Dear Mr. Werner:

**Subject: Summary Report for Services Provided**  
**Invoice: 97999**

**Introduction**

This letter summarizes the work and budget for the services performed during this billing period. The tasks for which work was performed are addressed below.

**RIPON WELL SITE ASSESSMENT & DESIGN  
WORK AND BUDGET REPORT  
DECEMBER 2015**

**Work Performed**01.01.42 Data Rvw/Tst Hole/MWs T&M

- Project oversight
- Prepare support documentation

03.01.42 Well Design Reports T&M

- Mistlin Sports Park Well 19 design report
- Well design coordination

Please let me know if you have any questions or comments.

Sincerely,

Lawrence H. Ernst, PG, CEG, CHG  
Principal Hydrogeologist

Enclosures

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14250

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 North Wilma Avenue  
Ripon, CA 95366

January 25, 2016

File #: 1084-003; Matter: General

## Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/28/2015	RAR Review and revise parking permit ordinance and repealing section 10.40.380; Draft ordinance re fires in city parks; Legal research re same; Review RMC re same; Telephone call with and email to E. Ormonde re same.	5.20 175.00/hr	910.00
	THT Emails regarding newspaper of general circulation, confer with Ruppel on permitted parking ordinance, work on MOU	1.50 275.00/hr	412.50
	SLH Draft revisions to Massage Ordinance. Conference with Client regarding Massage and Bin Ordinances.	1.40 240.00/hr	336.00
12/30/2015	RAR Emails to and from M. Johnston re BMR property foreclosure proceedings, notice of default; Research property profile re same.	0.60 175.00/hr	105.00
1/3/2016	SLH Review & respond to correspondence regarding hearing on Massage Permit. Conferences regarding the same.	0.40 240.00/hr	96.00
1/4/2016	RAR Review and revise Ordinance re fires within City parks; Emails and telephone communications with E. Ormonde re same; Emails and telephone calls with T. Raymond re same.	0.60 175.00/hr	105.00
	RAR Review letter re underground utilities; Legal research re CPUC regulations, California statutes and case law; Confer with T. Terpstra re same.	2.50 175.00/hr	437.50
	THT Draft medical marijuana ordinance, legal research on same, review affordable housing staff report, follow up on agenda items.	4.50 275.00/hr	1,237.50

Kevin Werner

Page 2

			<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016	RAR	Email from K. Zuidervaart re GAP loan issue with bankruptcy; Telephone call to Trustee re same.	0.20 175.00/hr	35.00
	THT	Conference with client regarding agenda item on fireworks, calls to and from Planning Commissioner, Werner, emails regarding developer meetings and city policy on same; calls, emails and revisions to medical marijuana ordinance, research on urgency issue, add to ordinance; email on new DA's	3.50 275.00/hr	962.50
1/7/2016	THT	Calls to and from Dan Schroeder Stockton Avenue property, review staff report on medical marijuana, affordable housing, review update on medical marijuana clean up bill.	1.50 275.00/hr	412.50
1/8/2016	RAR	Research re DIVCA, CPUC regulations, California statutes and case law, City procedures.	3.00 175.00/hr	525.00
	RAR	Telephone call with Trustee for GAP loan bankruptcy issue; Telephone call to K. Zuidervaart re same.	0.30 175.00/hr	52.50
1/11/2016	THT	Emails regarding invoices and pending matters, discuss possible policy on meetings with elected and appointed officials, email on pending Development Agreements.	1.25 275.00/hr	343.75
1/12/2016	THT	Meeting with Kevin Werner and Ken to review agenda items, prepare for City council meeting, attend meeting and closed session, draft revisions to Dog Park MOU.	6.25 275.00/hr	1,718.75
1/14/2016	SLH	Conferences regarding revisions to ordinances.	0.20 240.00/hr	48.00
1/15/2016	SLH	Correspondence and conference regarding lien releases.	0.20 240.00/hr	48.00
	THT	Research on City's discretion over encroachment permits, federal law limits on same; review and comment on donation letter, dog park MOU.	3.75 275.00/hr	1,031.25
1/19/2016	SLH	Draft revisions to massage ordinance.	1.80 240.00/hr	432.00
	THT	Work on ordinance regulating location and standards for utilities and cable providers.	3.25 275.00/hr	893.75
	THT	Further work on ordinance regulating cable and utility.	1.75 275.00/hr	481.25
1/20/2016	SLH	Draft revisions to massage ordinance. Review proposed revisions to donation bin ordinance and prepare additional proposals.	5.70 240.00/hr	1,368.00

Kevin Werner

Page 3

		<u>Hrs/Rate</u>	<u>Amount</u>
1/20/2016	THT Further work on cable/utilities ordinance, legal research on same.	2.50 275.00/hr	687.50
1/21/2016	SLH Complete draft of massage ordinance. Draft revisions to bin ordinance. Conferences with Client regarding both ordinances.	3.00 240.00/hr	720.00
	THT Draft revisions to cable television ordinance, discuss with client, review donation bin ordinance, emails regarding same, review, discuss massage ordinance and revisions.	4.00 275.00/hr	1,100.00
1/22/2016	THT Finalize DA templates, further review and drafting revisions to Cable TV ordinance, confer with Kevin re: same.	3.00 275.00/hr	825.00
1/25/2016	SLH Conferences with Client regarding fee resolution and revisions to ordinances. Travel to/from Atwater. Attend City Council meeting.	5.30 240.00/hr	1,272.00
	THT Further revisions to DIVCA ordinance, review letter from Charter's attorney, telephone conference with attorney, meet with client, prepare for and attend special City Council meeting.	6.00 275.00/hr	1,650.00
	For professional services rendered	<u>73.15</u>	<u>\$18,246.25</u>
	Previous balance		\$9,711.50
	Accounts receivable transactions		
1/19/2016	Payment - Thank You No. 52563		<u>(\$9,711.50)</u>
	Total payments and adjustments		<u>(\$9,711.50)</u>
	Balance due		<u><u>\$18,246.25</u></u>

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14251

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

January 25, 2016

File #: 1084-210; Matter: Lowe  
Agreement

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/14/2016 THT Work on Development Agreement, review entitlement docs, emails on same.	2.00 275.00/hr	550.00
1/21/2016 THT Emails, review and revise agreement for acquisition of right of way.	0.75 275.00/hr	206.25
For professional services rendered	<u>2.75</u>	<u>\$756.25</u>
Balance due		<u><u>\$756.25</u></u>

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14252

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 North Wilma Avenue  
Ripon, CA 95366

January 25, 2016

File #: 1084-205; Matter: North  
Pointe Specific Plan

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/20/2016 THT Calls, emails to and from Lowe, further review of finance plan and AB 1600 findings.	1.50 275.00/hr	412.50
For professional services rendered	1.50	\$412.50
Previous balance		\$343.75
Accounts receivable transactions		
1/19/2016 Payment - Thank You No. 52563		(\$343.75)
Total payments and adjustments		(\$343.75)
Balance due		<u>\$412.50</u>

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14253

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 North Wilma Avenue  
Ripon, CA 95366  
USA

January 25, 2016

File #: 1084-004; Matter: Police  
Department Matters

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016 RAR Prepare for and attend hearings on open containers.	1.50 175.00/hr	262.50
1/13/2016 RAR Prepare for and attend hearing on open container.	1.50 175.00/hr	262.50
For professional services rendered	<u>3.00</u>	<u>\$525.00</u>
Additional Charges :		
1/6/2016 FD To/Fr Manteca Court for Hearings.		8.05
1/13/2016 FD To/Fr Manteca Court for Hearings.		8.05
Total additional charges		<u>\$16.10</u>
Total amount of this bill		<u>\$541.10</u>
Previous balance		\$3,357.00
Accounts receivable transactions		
1/19/2016 Payment - Thank You No. 52563		<u>(\$3,357.00)</u>
Total payments and adjustments		(\$3,357.00)

Kevin Werner

Balance due

Amount  
\$541.10

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14254

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

January 25, 2016

File #: 1084-209; Matter: Ripon  
Gardens II

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/12/2016 THT Work on Development Agreement, review conditions of approval.	1.50 275.00/hr	412.50
1/14/2016 THT Work on Development Agreement, review entitlement docs, emails on same.	2.00 275.00/hr	550.00
For professional services rendered	<u>3.50</u>	<u>\$962.50</u>
Balance due		<u><u>\$962.50</u></u>

TERPSTRA HENDERSON, A  
Professional Corporation  
578 N. Wilma Avenue, Suite A (209) 599-5003  
Ripon, CA 95366  
Federal ID# 20-8735125

# INVOICE

14255

Invoice submitted to:  
Kevin Werner  
City of Ripon  
259 North Wilma Avenue  
Ripon, CA 95366

January 25, 2016

File #: 1084-198; Matter: v. J-M  
Manufacturing Co. et al.

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/28/2015 THT Emails regarding payment of settlement proceeds, follow up on same	0.50 275.00/hr	137.50
12/30/2015 RAR Review email and final distributions from co-counsel.	0.20 175.00/hr	35.00
For professional services rendered	<u>0.70</u>	<u>\$172.50</u>
Previous balance		\$502.50
Accounts receivable transactions		
1/19/2016 Payment - Thank You No. 52563		( <u>\$502.50</u> )
Total payments and adjustments		( <u>\$502.50</u> )
Balance due		<u><u>\$172.50</u></u>

**CONSENT CALENDAR**  
**Resolutions**

RESOLUTION NO. 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON AUTHORIZING THE REMOVAL OF NAMED TRUSTEE FOR THE 457 DEFERRED COMPENSATION PLAN

WHEREAS, the City of Ripon maintains a 457 Deferred Compensation Plan for its employees which is maintained for the City by a third party contract administration firm, Strategic Retirement Advisors, LLC; and

WHEREAS, the Trustees for this Plan are City Administrator Kevin Werner, City Clerk Lisa Roos, and Payroll Technician Evelyn Harkov; and

WHEREAS, the Trustee Evelyn Harkov is no longer employed with the City of Ripon; and

WHEREAS, the City Council of the City of Ripon desires to remove Evelyn Harkov as Trustee.

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

Payroll Technician, Evelyn Harkov is hereby removed as Trustee for the City of Ripon 457 Deferred Compensation Plan and City Administrator Kevin Werner and City Clerk Lisa Roos will remain in the position of Trustees for the City of Ripon 457 Deferred Compensation Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON LIGHTING DISTRICT AN  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
STREET LIGHTS FY 2016-2017  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA**

WHEREAS, previous hereto pursuant to Resolution Nos. 04-70 and 05-2 adopted by the City Council of the City of Ripon, commonly known as City of Ripon Lighting District, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of Street Lights in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to City of Ripon Lighting District pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the

maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District and their proposed annual assessments for the fiscal year commencing July 1, 2016 to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 94-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS MAIN STREET LANDSCAPE MAINTENANCE DISTRICT**

WHEREAS, previous hereto pursuant to Resolution No. 94-36 adopted by the City Council of the City of Ripon, Assessment District No. 94-1, commonly known as Main Street Landscape Maintenance District, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of certain landscaping and irrigation systems in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City Engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 94-1 for Main Street Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972,

for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 94-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 96-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS BOESCH-KINGERY ESTATES**

WHEREAS, previous hereto pursuant to Resolution No. 96-17 adopted by the City Council of the City of Ripon, Assessment District No. 96-1, commonly known as Boesch-Kingery Estates, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of general landscaping and an irrigation system and access control wall in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 96-1 for Boesch-Kingery Estates subdivision pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment

diagram and boundary map and a list of the property owners within said Assessment District No. 96-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 89-2  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS COUNTRY WOODS UNIT NO. 2  
AND ZUMSTEIN ESTATES SUBDIVISIONS**

WHEREAS, previous hereto pursuant to Resolution No. 90-1 adopted by the City Council of the City of Ripon, Assessment District No. 89-2, commonly known as Country Woods Unit No. 2 and Zumstein Estates, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of general landscaping and an irrigation system and access control wall in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City Engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No.89-2 for Country Woods Unit No. 2 and Zumstein Estates subdivisions pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present

boundaries, the description of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 89-2 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 89-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS DUTCH MEADOWS**

WHEREAS, previous hereto pursuant to Resolution No. 89-60 adopted by the City Council of the City of Ripon, Assessment District No. 89-1, commonly known as Dutch Meadows, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of general landscaping and an irrigation system and access control wall in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City Engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 89-1 for Dutch Meadows subdivision pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of improvements for which assessments are to be

levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 89-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 92-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS FARMLAND ESTATES**

WHEREAS, previous hereto pursuant to Resolution No. 92-24 adopted by the City Council of the City of Ripon, Assessment District No. 92-1, commonly known as Farmland Estates, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of general landscaping and an irrigation system and access control wall in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City Engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 92-1 for Farmland Estates subdivision pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of

improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 92-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 98-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS JACOB'S LANDING**

WHEREAS, previous hereto pursuant to Resolution No. 98-37 adopted by the City Council of the City of Ripon, Assessment District No. 98-1, commonly known as Jacob's Landing, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of general landscaping and an irrigation system and access control wall in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 98-1 for Jacob's Landing subdivision pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description of the work of

improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 98-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 02-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS CAROLINA'S LANDSCAPE MAINTENANCE DISTRICT**

WHEREAS, previous hereto pursuant to Resolution No. 02-76 adopted by the City Council of the City of Ripon, Assessment District No. 02-1, commonly known as Carolina's Landscape Maintenance District, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of certain landscaping and irrigation systems in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 02-1 for Carolina's Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the description

of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 02-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**RESOLUTION NO. 16-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON  
ORDERING THE CITY ENGINEER TO PREPARE ON BEHALF  
OF THE CITY OF RIPON THE  
ENGINEER'S ANNUAL REPORT  
PERTAINING TO THE ANNUAL ASSESSMENTS FOR  
ASSESSMENT DISTRICT NO. 07-1  
CITY OF RIPON, COUNTY OF SAN JOAQUIN, CALIFORNIA  
COMMONLY KNOWN AS CORNERSTONE 1 LANDSCAPE MAINTENANCE DISTRICT**

WHEREAS, previous hereto pursuant to Resolution No. 07-36 adopted by the City Council of the City of Ripon, Assessment District No. 07-1, commonly known as Cornerstone 1 Landscape Maintenance District, was formed creating an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the maintenance of certain landscaping and irrigation systems in the City of Ripon; and

WHEREAS, pursuant to Section 22565, et seq. Of the Streets and Highways Code of the State of California, the City Engineer is required to prepare and file with the City of Ripon a report for each fiscal year for which assessments are to be levied and collected by the City within said district in order to pay for the costs of maintaining improvements as described in the engineer's report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ripon that the City Engineer is hereby ordered pursuant to Section 22565 of the Streets and Highways Code of the State of California to prepare and file the annual engineer's report in reference to Assessment District No. 02-1 for Cornerstone 1 Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972, for approval by the City Council, which said report shall indicate the present boundaries, the

description of the work of improvements for which assessments are to be levied for the fiscal year, the method of assessments spread, his estimate of the maintenance costs, the assessment roll, and the assessment diagram and boundary map and a list of the property owners within said Assessment District No. 07-1 and their proposed annual assessments for the fiscal year commencing July 1, 2016, to and including June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 9<sup>th</sup> day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

THE CITY OF RIPON  
A Municipal Corporation,

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

By \_\_\_\_\_  
LISA ROOS, City Clerk

**CONSENT CALENDAR**

**Miscellaneous Items**



# MEMO

**To:** Honorable City Council  
**From:** Lisa Roos  
**Date:** January 29, 2016  
**Subject:** Claim to City – Eduardo Maldonado

---

## **BACKGROUND:**

The Law Offices of Steve Whitworth submitted a claim on behalf of Eduardo Maldonado to the City of Ripon. His claim was assault, battery, false arrest and false imprisonment of Eduard Maldonado for an incident that occurred July 15, 2015 at the Skate Park. According to the claim, Mr. Maldonado incurred physical injuries, including bruising, chipped tooth, cuts in the ankles, emotional distress damages and general violations of his Constitutional Rights (Amendments 1 through 10). He is seeking \$225,000 for this claim.

## **COUNCIL ACTION:**

After consideration and investigation, it is Robert Smoke's recommendation that the claim be rejected.



# MEMO

To: Honorable City Council  
From: Lisa Roos  
Date: January 28, 2016  
Subject: Quarterly Investment Policy Review

---

The following report is the City's quarterly investment report for the period ending December 31, 2015.

Please accept this investment report.

Thank you.

<b>CITY OF RIPON</b> <b>Investment Policy</b> <b>Quarterly Report</b>
---

October 1, 2015 – December 31, 2015

The City of Ripon's investment policy was adopted by Resolution 96-63 on June 18, 1996 and it has been amended by Resolution 03-68 on August 19, 2003. This policy provides for the legislative body of a local agency to invest all money, belonging to, or in the custody of the local agency in accordance with the provisions of California Government Code Sections 5922, 53601 et seq., and 53635.

This quarterly review complies with all of the elements required by California Government Code section 53646(b).

Based upon the Treasurer's report, the entire investment of the City of Ripon is in FULL COMPLIANCE with the 2003 City of Ripon Investment Policy and the California Government Code.

For quarter ending December 31, 2015, the City received a return on all its investments of 0.27%.

At the end of December 2015, City funds are held in the following investments as listed:

#### INVESTMENTS

1.	State Treasurer - LAIF - (fair value basis 1.0) (Interest rate 0.37% at 12/31/15)		\$3,772,902
2.	CSJVRMA Pool - fair value		19,496,088
	Bank of New York (book value - \$19,225,487)	<u>Ratings</u>	
	Investments: Agency	44.0%	AA+
	US Corporate	22.0%	A+
	US Treasury	22.7%	AA+
	Money Market Fund	0.1%	AAA
	ABS	6.9%	AAA
	Commercial Paper	2.0%	A-1
	Supernational	2.3%	AAA
3.	U S Treasury - (fair value basis 1.0) (Interest rate 0.01% at 12/31/15) Bank of Stockton		400,944
4.	U S Treasury - (fair value basis 1.0) (Interest rate .01% at 12/31/15) Union Bank		
	Water revenue bonds - 2006		839,174
	Water revenue bonds – 2012		2

5.	U S Treasury - (fair value basis 1.0) (Interest rate .02% at 12/31/15) U S Bank	
	Redevelopment agency 2003 tax allocation bonds	16,395
	Redevelopment agency 2005 tax allocation bonds	347,402
	Redevelopment agency 2007 tax allocation bonds	1,231,494
6.	Government Investment Contract (Ixis Funding Corporation - yielding 3.31%)	
	Redevelopment Agency 2003 tax allocation bonds	371,738
	<b>Total Investments</b>	<b>\$26,476,139</b>

This report certifies that all investment actions executed prior to this report have been made in full compliance with the City of Ripon Investment Policy. This report also certifies that the City of Ripon will meet its expenditure obligations for the next six months as required by California Government Code Section 53646(b)(2) and (3).

Respectfully Submitted,

*Lisa Roos*

Lisa Roos  
City Clerk/Finance Director



# MEMO

---

**TO:** CITY COUNCIL

**FROM:** KEVIN WERNER

**SUBJECT:** RIPON FIREWORKS SHOW

**DATE:** February 2, 2016

On January 12, 2016, the City Council directed staff to prepare a Memorandum of Understanding between the City of Ripon and the Ripon Chamber of Commerce Foundation transferring the planning and financial responsibility of the fireworks show to the Chamber Foundation.

Staff is recommending the City Council consider approving the attached Memorandum of Understanding and authorize the Mayor to sign.

**January 12, 2016 Staff Report:**

The Ripon Chamber of Commerce has expressed an interest to take over the planning and fundraising for the Ripon fireworks show. The City of Ripon/Chamber of Commerce 2x2 committee met on December 1, 2015 to discuss this possible transition of responsibilities from the City to the Chamber.

The Chamber is interested in continuing the fireworks show as a one-day event that would begin in the afternoon on the Fourth of July and conclude with the fireworks show. The Chamber is requesting the City to provide a certain level of support in their efforts, similar to what is done for other Chamber sponsored events, such as the Almond Blossom Carnival and Balloon Festival.

Below summarizes the proposed share in responsibilities:

**Chamber of Commerce:**

1. Apply for a special event permit each year from the City that addresses public safety input on the fireworks show, event signage, coordination of City tournament use with the event set-up and clean-up, vendors, and other items that need to be coordinated;
2. Enter into any necessary contract(s) with the fireworks company;
3. Provide insurance as required by the City's risk management association;
4. Fund the fireworks show and any ancillary expenses associated with the event outside of what is being provided by the City (see below);
5. Protect and safeguard all property within the fall out zone, as necessary;
6. Provide portable toilets for the event;

7. Provide/coordinate resources to park cars;
8. Provide resources to clean the park following the event.

City of Ripon:

1. Police to provide traffic control for cars entering and exiting the event;
2. Waive the Mistlin Sports Park rental fees for the event;
3. Provide large garbage bins and empty following the event;
4. Provide available City owned barricades and assist with the placement of these barricades along with Chamber of Commerce rented barricades;
5. Assist with park clean-up following the event.

**FINANCIAL CONSIDERATIONS**

The expected expenses to the City for support from the police department and public works department is \$6,500, which would be paid from the general fund.

**CITY COUNCIL ACTION**

Staff is requesting City Council's consideration of the Chamber of Commerce taking the primary responsibility to plan and coordinate the Ripon fireworks show and the City to support those efforts as summarized above. If the City Council is interested in moving forward with this transition, staff is recommending that a Memorandum of Understanding between the City and Chamber of Commerce be brought back at a future meeting for approval.

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 RIPON CHAMBER OF COMMERCE FOUNDATION  
 AND  
 THE CITY OF RIPON

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Ripon Chamber Foundation, a non-profit organization duly formed and operating under the laws of the State of California (“Chamber Foundation”) and the CITY OF RIPON, a municipal corporation (“City”).

A. BACKGROUND AND PURPOSE:

The Chamber Foundation has agreed to sponsor the Ripon Fireworks Show, including taking over the overall planning and financial responsibility of the show. The Chamber Foundation is requesting the City to provide a certain level of support, similar to what is done for other Chamber of Commerce events, such as the Almond Blossom Carnival and Color the Skies.

The purpose of this MOU is to set forth the terms and conditions under which the Chamber Foundation will provide volunteers and resources for the operation of the Ripon Fireworks Show to be located at the Mistlin Sports Park.

B. COOPERATION:

Below summarizes the proposed share in responsibilities:

Chamber Foundation:

1. Apply for a special event permit each year from the City that addresses public safety input on the fireworks show, event signage, coordination of City tournament use with the event set-up and clean-up, vendors, and other items that need to be coordinated;
2. Enter into any necessary contract(s) with the fireworks company;
3. Provide insurance as required by the City’s risk management association;
4. Fund all costs associated with the fireworks show and any ancillary expenses associated with the event outside of what is being provided by the City (see below);
5. Protect and safeguard all property within the fall out zone, as necessary;
6. Provide portable toilets for the event;
7. Provide/coordinate resources to park cars;
8. Provide resources to clean the park following the event.

City:

1. Police to provide traffic control for cars entering and exiting the event;
2. Waive the Mistlin Sports Park rental fees for the event;
3. Provide large garbage bins and empty following the event;

- 4. Provide available City owned barricades and assist with the placement of these barricades along with Chamber Foundation rented barricades;
- 5. Assist with park clean-up following the event.

C. CONDITIONS OF AGREEMENT;

- 1. This Memorandum of Understanding may only be amended by mutual consent of the parties in writing.
- 2. Neither the Chamber Foundation, nor any of its members or volunteers, shall be deemed to be officers, agents, volunteers, or employees of the City.
- 3. If Mistlin Sports Park is not kept in a safe and sanitary condition as determined by the City, the City shall have the right to terminate the Memorandum of Understanding.
- 4. This Memorandum of Understanding is not transferrable to another party.
- 5. The City, nor any of its officers, employees or volunteers, shall be liable for any injury or damage that occurs in connection with the event.

Dated: \_\_\_\_\_

CHAMBER FOUNDATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

THE CITY OF RIPON,  
A Municipal Corporation

By: \_\_\_\_\_

JACOB PARKS, Mayor



# MEMO

---

**TO:** Honorable City Council

**FROM:** Kevin Werner

**SUBJECT:** Caves & Associates Agreement for Special Services

**DATE:** February 2, 2016

The Memorandum of Understandings currently in place with the Police Officers Association, Ripon Sergeants Association, and Public Works are set to expire on June 30, 2016. I have requested Caves & Associates to prepare an agreement (see attached) to represent the City in the meet and confer process.

## **Fiscal Impact**

The last time Mr. Caves' represented the City during the meet and confer process, the City expended \$7,200. These expenses are paid from the general fund.

## **City Council Action**

I'm recommending the City Council consider approving the attached Agreement for Special Services and authorize the Mayor to sign.

## AGREEMENT FOR SPECIAL SERVICES

This is an Agreement between the City Manager, CITY OF RIPON, hereinafter referred to as the "City," and the firm of CAVES & ASSOCIATES, hereinafter referred to as "Consultant," entered into as of the date of execution.

### RECITALS

The City or its designated representative is required to meet and confer with bargaining agents pursuant to the Meyers-Milias-Brown (MMB) Act and any other law relating to Employer-Employee Relations.

The City hereby designates Consultant as its representative to the meet and confer process with its, Police, and Public Works bargaining units and to make use of Consultant's expertise at the City's discretion when dealing with all employee groups, organizations and/or units pursuant to the Meyers-Milias-Brown Act.

**NOW, THEREFORE**, the parties to this Agreement mutually agree as follows:

1. Consultant agrees to render all requested services to the City regarding employer/employee relations in accordance with directions as stipulated by the City during the period beginning February 7, 2016, and ending December 31, 2016. Said duties shall include, but not be limited to:
  - A. Act as the City's Representative to the City's Police and/or Public Works bargaining units at the request and direction of the City Manager or designee.
  - B. Attend meetings as needed between the City and its Police and/or Public Works bargaining units at the request and direction of the City Manager or designee.
  - C. Reasonable attendance at closed and regular City Council meetings that concern matters of the meet and confer process, as requested and directed by the City Manager or designee.
  - D. Reasonable attendance at specified planning sessions of the Management Team, as requested and directed by the City Manager or designee.
  - E. Provide expert advice to the City regarding all matters concerning the meet and confer process that may be requested by the City Manager or designee.
  - F. Act as the City's advisor in all mediation procedures, at the request and direction of the City Manager or designee.
  - G. Assist the City in planning and providing in-service training for Management Team members on subjects of employer-employee relations, at the request or direction of the City Manager or designee.
  - H. Advise the City in the processing of grievances, as requested by the City Manager or designee.
  - I. Act as advisor and/or representative to any arbitration proceeding at the request and/or direction

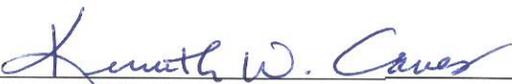
of the City Manager or designee.

- 2. The City agrees to pay the Consultant for Services rendered under this Agreement at the hourly rate of \$160.00 per hour. This rate shall cover all items covered under [1. A.-I.] above plus necessary planning and preparation time. Payments are due and payable on or before the fifteenth day of each month when invoiced.
- 3. Non-clerical expenses incurred by the Consultant in the performance of activities requested or directed by the City shall be reimbursed by the City upon presentation of appropriate invoices.
- 4. In addition to Consultant services enumerated above, the Consultant shall during the term of this Agreement, render at City request, supplementary Consultant services under terms and conditions that are mutually acceptable to the parties. Upon mutual consent of both parties, representation to other bargaining units may be added to the Agreement at the annual and/or hourly retainer rate that is mutually acceptable to both parties.
- 5. It is expressly understood and agreed to by both parties that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below:

Date: January 16, 2016

Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Kenneth W. Caves  
 CAVES & ASSOCIATES

\_\_\_\_\_  
 Kevin Werner  
 CITY MANAGER, CITY OF RIPON

## ORDINANCE NO. 832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON  
 REPEALING SECTION 10.40.380 OF THE RIPON MUNICIPAL CODE AND ADDING CHAPTER 10.58 OF  
 THE RIPON MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIPON AS FOLLOWS:

**SECTION 1. AMENDMENT OF CODE**

Section 10.40.380 of the Ripon Municipal Code, entitled "Parking Permits Prohibited" is hereby repealed in its entirety, and Chapter 10.58 of the Ripon Municipal Code, entitled "Residential Permit Parking Program", is hereby added to read as follows:

**Chapter 10.58 RESIDENTIAL PERMIT PARKING PROGRAM**

**Sections:**

<b>10.58.010</b>	<b>Legislative purpose.</b>
<b>10.58.020</b>	<b>Legislative findings.</b>
<b>10.58.030</b>	<b>Definitions.</b>
<b>10.58.040</b>	<b>Designation of residential permit parking areas.</b>
<b>10.58.050</b>	<b>Designation and annexation criteria.</b>
<b>10.58.060</b>	<b>Designation/annexation process.</b>
<b>10.58.070</b>	<b>Recommendation of the parking manager to designate an area as a residential permit parking area.</b>
<b>10.58.080</b>	<b>Issuance of vehicle parking permits.</b>
<b>10.58.090</b>	<b>Visitor permits.</b>
<b>10.58.100</b>	<b>Modification of regulations in existing residential permit parking areas.</b>
<b>10.58.110</b>	<b>Display of permit.</b>
<b>10.58.120</b>	<b>Residential permit parking terms of use.</b>
<b>10.58.130</b>	<b>Application for and duration of permit.</b>
<b>10.58.140</b>	<b>Permit fees.</b>
<b>10.58.150</b>	<b>Penalty provisions.</b>
<b>10.58.160</b>	<b>Revocation of permits.</b>
<b>10.58.170</b>	<b>Deletion of residential streets from residential permit parking areas.</b>

**10.58.010 Legislative purpose.**

This chapter is enacted in response to the serious adverse effects caused in certain areas and neighborhoods of the city by motor vehicle congestion, particularly the long-term parking of motor vehicles on the streets of such areas and neighborhoods by nonresidents who do not visit or conduct business with residents. As set forth in more specific detail in Section 10.58.020 of this chapter, such parking by nonresidents threatens the health, safety and welfare of all the residents of the City of Ripon. In order to protect these areas and neighborhoods, it is necessary to enact parking regulations restricting parking by nonresidents, while providing the opportunity for residents to park near their homes. In these situations, uniform parking regulations restricting residents and nonresidents alike would not serve the public interest. Rather such regulations would contribute to neighborhood decline while ignoring alternatives to automobile travel available to nonresidents who park in these areas. For the reasons set forth in this chapter and pursuant to the authority of Vehicle Code Section 22507, a system of preferential resident parking is enacted for the City of Ripon.

**10.58.020 Legislative findings.**

A. General Findings. The City Council finds that serious adverse effects in certain areas and neighborhoods of the City of Ripon result from motor vehicle congestion, and in neighborhoods by nonresidents who do not visit or conduct business with residents. The permit program established by this chapter will relieve these serious adverse affects by:

1. Reducing potential hazardous traffic conditions;
2. Protecting such areas and neighborhoods from polluted air, excessive noise, trash and refuse caused by the entry and exit of such motor vehicles;
3. Protecting the residents of such areas and neighborhoods from unreasonable burdens in obtaining parking near their residences and in gaining access to their residence;
4. Preserving the character of such areas and neighborhoods as residential; promoting the efficiency of the maintenance of the streets of such areas and neighborhoods in a clean and safe condition;
5. Preserving the value of property in such areas and neighborhoods;
6. Preserving the safety of children and other pedestrians;
7. Promoting traffic safety and the peace, good order, comfort, convenience and general welfare of the inhabitants of the City of Ripon.

B. Specific Findings. The following specific legislative findings of the City Council in support of preferential resident parking are set forth as illustrations of the need compelling the enactment of this chapter. These findings do not exhaust the subject of the factual basis supporting the enactment of this preferential resident parking program.

1. The safety, health, and welfare of the residents of the City of Ripon can be greatly enhanced by maintenance of the attractiveness and livability of its neighborhoods and other residential areas;
2. Certain neighborhoods and areas of the City of Ripn have marginally sufficient or insufficient on- or off-street space to accommodate the convenient parking of motor vehicles by residents in the vicinity of their homes;
3. Some neighborhoods and areas as described in subsection (B)(3) of this section are often burdened by the parking in such neighborhoods and areas of motor vehicles owned by nonresidents which compete for the available on-street parking spaces;
4. There exists certain parking “generators” within the City of Ripon, i.e., regional recreation areas, and schools, which attract nonresidents to residential areas to seek parking which increases the severity of the shortage of space for resident parking in such neighborhoods and residential areas;
5. Unnecessary vehicle miles, noise, pollution, and strain on interpersonal relationships caused by the conditions set forth herein create unacceptable hardships on residents of these neighborhoods and areas by causing the deterioration of air quality, safety, tranquility, and other values of the urban residential environment;
6. If allowed to continue, these adverse effects on the residents of the City of Ripon will contribute to a decline of the living conditions therein, a reduction in the attractiveness of residing within the City, and consequent injury to the general public welfare; and, enacted in this chapter will serve to promote the safety, health and welfare of all the residents of the City by reducing unnecessary personal motor vehicle travel, noise and pollution, and by promoting improvement in air quality, the convenience and attractiveness of urban residential living, and the increased use of public mass transit facilities available now and in the future. The public welfare will

also be served by preserving a more stable and valuable property tax base in order to generate the revenues required to provide essential public services.

**10.58.030 Definitions.**

“Annexation” means adding additional blockfaces to an existing residential permit parking area.

“Blockface” means one side of a city block between two intersections.

“Motor vehicle” includes an automobile, truck, motorcycle, or other motor-driven form of transportation not in excess of ten thousand (10,000) pounds gross weight.

“Occupancy rate” means the ratio of available parking spaces to the number of vehicles parked in such spaces.

“Owns” means that a person has at least one-quarter of the fee interest in a parcel of real property within a residential permit parking area.

“Parking Manager” means the person designated by the Chief of Police to administer the provisions of this chapter.

“Parking study” means the counting of vehicles parked in a selected area during selected days and times to evaluate the ratio of available parking spaces to the number of vehicles parked in the area.

“Resident” means a person who lives in the residential area on a permanent basis.

“Residential area” means a contiguous or nearly contiguous area where residents live and which contains public streets and highways.

“Residential permit parking area” means a residential area designated as provided for in this chapter in which motor vehicles displaying a valid permit shall be exempt from parking regulations established pursuant to this chapter.

“Resident permit” means any vehicle, visitor or temporary permit issued for the purpose of parking in a residential permit parking area

**10.58.040 Designation of residential permit parking areas.**

The City Council may, by resolution, designate any residential area as a residential permit parking area. The resolution shall state the boundaries of the area, applicable parking regulations, and fees, if any, to be charged upon permit issuance.

**10.58.050 Designation and annexation criteria.**

In determining whether a residential area may be recommended to the City Council as a residential permit parking area or annexed into an existing residential permit parking area, the Parking Manager shall take into account factors which include, but are not limited to:

- A. The desire and need of the residents for residential permit parking; and
- B. The extent that motor vehicles are parked in the residential area during the period proposed for parking regulations.

**10.58.060 Designation/annexation process.**

A. Persons desiring the designation of a residential permit parking area or annexation of an area to an existing residential permit parking area shall consult with the Parking Manager to tentatively establish the boundaries of the area proposed for designation or annexation.

B. If the Parking Manager determines there is a significant show of interest by the residents in the residential area proposed for designation or annexation, the Parking Manager shall undertake a parking study to determine the appropriate residential permit parking regulations for the area.

C. The parking study occupancy rates shall determine the parking restrictions as follows: occupancy rates of eight-five (85) percent or more shall support a parking limitation of one hour or less; occupancy rates of more than fifty (50) percent but less than eighty-five (85) percent shall support a parking limitation of more than one hour; and occupancy rates of fifty (50) percent or less, shall result in no change to the current parking restrictions. In addition, if occupancy rates are fifty (50) percent or less the Parking Manager shall decline a request to designate or annex the same residential area or a substantial portion of that area, for a period of one year following determination of the occupancy rate unless there is a substantial change in the character of the residential area that impacts the need and desire for residential permit parking.

D. If the parking study shows more than a fifty (50) percent occupancy rate, the Parking Manager shall undertake voting surveys of the owners of the properties located on the blockface(s) for the areas proposed for designation or annexation to determine support or opposition to the proposed designation or annexation. Unless a majority of voting surveys are returned with at least two-thirds of the returned surveys showing support for the designation or annexation, the area shall not be designated or annexed as a residential permit parking area.

E. After determining that a majority of the voting surveys are returned with at least two-thirds of the returned surveys showing support for the proposed designation or annexation of the area as a residential permit parking area, the Parking Manager shall recommend to the City Council to designate or annex the area as a residential permit parking area. Following the City Council approval, the Parking Manager shall mail notices to the residents of the proposed new or annexed residential permit parking area setting forth the proposed location and boundaries of the area, the proposed residential permit parking regulations, and the fees, if any, to be charged upon permit issuance.

**10.58.070 Recommendation of the Parking Manager to designate an area as a residential permit parking area.**

A. After determining that a majority of the voting surveys are returned with at least two-thirds of the returned surveys showing support for the proposed designation or annexation of an area as a residential permit parking area, the Parking Manager shall recommend by written report to the City Council, whether to designate the residential area under consideration as a residential permit parking area.

B. The report of the parking manager shall set forth the results of the parking study, the voting survey, and the proposed boundaries and regulations of the residential permit parking area.

**10.58.080 Issuance of vehicle parking permits.**

A. Vehicle parking permits shall be issued by the Parking Manager. Each permit shall state the specific residential permit parking area, the license number of the motor vehicle for which it is issued, and any additional information required by the parking manager to enforce the provisions of this chapter. Only one parking permit shall be issued for each motor vehicle. The requirements governing the manner in which persons qualify for vehicle parking permits in each residential permit parking area shall be established by the Parking Manager and may include, but not be limited to, current California Department of Motor Vehicle registration and proof of current residency, both of which shall reflect the address of the resident or owner to whom the permit will be issued.

B. Vehicle parking permits may be issued for motor vehicles only upon application of the following persons:

1. A resident of the residential permit parking area who owns a motor vehicle registered with the California Department of Motor Vehicles at the address where the resident lives;
2. A resident of the residential permit parking area who has a company leased or company-owned vehicle regularly parked in the area;
3. A person who owns or leases commercial property located in the residential permit parking area, who actively engages in business activity at the property and uses a motor vehicle for such business activity which is registered with the California Department of Motor Vehicles in the name of the business and the address of the commercial property; and
4. A resident of the residential permit parking area on active military duty with the United States Armed Forces who maintains a separate vehicle registration address.

**10.58.090 Visitor permits.**

The Parking Manager is authorized upon application to issue visitor permits to residents and owners of residential properties that are located within a residential permit parking area for use by transient visitors. The requirements governing the manner in which persons shall qualify for visitor permits in each residential permit parking area shall be established by the Parking Manager and may include, but not be limited to, current California Department of Motor Vehicle registration and proof of current residency, both of which shall reflect the address of the resident or owner to whom the permit is issued.

**10.58.100 Modification of regulations in existing residential permit parking areas.**

- A. Person(s) desiring to modify the parking regulations of an existing residential permit parking area shall consult with the Parking Manager to establish the proposed changes and blockface(s) impacted.
- B. If the Parking Manager determines there is a significant show of interest by the residents in a residential area to modify the parking regulations in an area, the Parking Manager shall undertake a parking study to determine if the parking regulations for the area should be modified.
- C. The parking study occupancy rates shall determine the parking restrictions as set forth in Section 10.58.060 (C).
- D. In the event that the parking study demonstrates an occupancy rate of fifty (50) percent or less, the Parking Manager shall decline a request to modify parking regulations for the same residential area or a substantial portion of that area, for a period of one year following determination of the occupancy rate unless there is a substantial change in the character of the residential area that impacts the need and desire for a modification of regulations.
- E. If the parking study occupancy rate is more than fifty (50) percent, the Parking Manager shall mail out notices to the residents of the area proposed for modification. The notices shall set forth the parking regulation modifications and the boundaries of the area. The Parking Manager shall have the authority to cause appropriate signs, markings and/or meters to be erected in the area, indicating prominently the parking regulations and conditions and the terms of use for permit parking.

**10.58.110 Display of permit.**

Permits shall be displayed in a manner determined by the Parking Manager.

**10.58.120 Residential permit parking terms of use.**

A motor vehicle displaying a valid residential parking permit may park in the residential permit parking area for which the permit has been issued and within three city blocks from the end of the city block of the address to which the permit is issued without being limited by parking regulations established pursuant to this chapter. The

motor vehicle shall not be exempt from parking restrictions or prohibitions established pursuant to authority other than this chapter. All other motor vehicles parked within a residential permit parking area shall be subject to the parking regulations established pursuant to this chapter.

A residential parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated residential permit parking area.

**10.58.130 Application for and duration of permit.**

Except as otherwise provided, each vehicle parking permit or visitor parking permit issued by the Parking Manager shall be valid for no more than one (1) year based on the permit renewal cycle. Permits may be renewed upon reapplication in the manner required by the Parking Manager. Each application or reapplication for a residential parking permit shall contain information sufficient to identify the applicant, his or her residence address or address of real property owned or leased within residential permit parking area, the license number of the motor vehicle for which application is made (for vehicle parking permits), and such other information that may be deemed relevant by the Parking Manager.

**10.58.140 Permit fees.**

The fee, if any, for eligible residents or businesses within the residential permit parking area for a residential parking permit shall be established by resolution of the City Council.

**10.58.150 Penalty provisions.**

A. It is a violation of this chapter, unless expressly provided to the contrary, for any person to stand or park a motor vehicle contrary to the parking regulations established by this chapter. Any such violation shall be punished under the applicable provisions of the Vehicle Code of the State of California or the provisions of Section 1.08.030 of the Ripon Municipal Code. In addition to any other remedy provided in the Vehicle Code or the Ripon Municipal Code, the Ripon Police Department may tow any motor vehicle found to be standing or parked in violation of this Chapter, at the owner's expense.

B. It is unlawful and a violation of this chapter for a person to falsely represent him or herself as eligible for a residential parking permit or to furnish false information in order to obtain a permit. Any such violation shall subject the violator(s) to a parking penalty not to exceed five hundred dollars (\$500.00) and revocation of the residential permit(s) until the next renewal cycle for that permit area provided that the proper documentation is submitted to obtain any renewal permits at the time of application.

C. It is a violation of this chapter, unless expressly provided to the contrary, for a person holding a valid residential parking permit issued pursuant to this chapter, to permit the use or display of the permit on a motor vehicle other than that for which the permit is issued. Such conduct shall constitute a violation of the chapter both by the person holding the valid residential parking permit and the person who uses or displays the permit on a motor vehicle other than that for which it is issued. Any such violation shall be punished under the applicable provisions of the Vehicle Code of the State of California or the provisions of Section 1.08.030 of the Ripon Municipal Code. In addition to any other remedy provided in the Vehicle Code or the Ripon Municipal Code, the Ripon Police Department may tow any motor vehicle found to be in violation of this Section, at the owner's expense.

D. It is a violation of this chapter to use, or allow to be used, any residential parking permit for commuter parking. Use of any residential parking permit for commuter parking shall mean: (1) use of a residential parking permit more than three city blocks from the address for which it is issued; or (2) use of a residential parking permit for the purpose of parking to go to one's place of employment or educational institution. Use of a residential parking permit for commuter parking shall constitute a violation of this chapter both by the person to whom the residential parking permit was issued and by the registered owner of the vehicle upon which the residential parking permit is displayed. Any such violation shall be punished under the applicable provisions of the Vehicle Code of the State of California or the provisions of Section 1.08.030 of the Ripon Municipal Code. In addition to any other remedy provided in the Vehicle Code or the Ripon Municipal Code, the Ripon Police Department may tow any motor vehicle found to be in violation of this Section, at the owner's expense.

E. It is unlawful and a violation of this chapter for a person to copy, produce or otherwise create a facsimile or counterfeit parking permit in order to evade parking regulations applicable in a residential permit parking area. It is also a violation to sell, transfer, exchange or assign any vehicle, visitor or temporary permit. Any such violation shall subject the violator(s) to a parking penalty not to exceed five hundred dollars (\$500.00) and revocation of the residential permit(s) until the next renewal cycle for that permit area provided that the proper documentation is submitted to obtain any renewal permits at the time of application.

**10.58.160 Revocation of permits.**

In the event a residential parking permit is being used in a manner which violates this chapter, the Parking Manager may cancel the permit by issuing notice to the holder of the permit. In addition to canceling any residential parking permit used in violation of this chapter, the Parking Manager may deny any further application for a residential parking permit by any person who has used a residential parking permit in violation of this chapter or any application for a residential parking permit by any person for the residence in which such person resides as long as that person who used a residential parking permit resides there. Any person aggrieved by such a determination made by the Parking Manager shall have the right to appeal to the Chief of Police within ten (10) days of such determination.

**10.58.170 Deletion of residential streets from residential permit parking areas.**

A. Persons desiring the deletion of a residential permit parking area or portion of a residential permit parking area shall consult with the Parking Manager to tentatively establish the boundaries of the area proposed for deletion.

B. If the Parking Manager determines there is a significant show of interest by the residents in a residential permit parking area for deletion of the area as a residential permit parking area, the Parking Manager shall undertake a parking study to determine whether deletion of the area is appropriate. In the event that the parking study demonstrates an occupancy rate of more than fifty (50) percent, the Parking Manager shall decline a request to delete the residential area or a substantial portion of that area, for a period of one year following determination of the occupancy rate unless there is a substantial change in the character of the residential area that impacts the need and desire for deletion of the residential permit parking area or a portion of the residential permit parking area.

C. If the parking study shows a fifty (50) percent or less occupancy rate, the Parking Manager shall undertake voting surveys to determine support or opposition to the proposed deletion by property owners of the properties located on the blockface(s) for the area proposed for deletion. Unless a majority of voting surveys are returned with at least two-thirds voting in favor of the deletion, the area shall not be deleted as a residential permit parking area.

D. After determining that a majority of the voting surveys are returned with at least two-thirds voting in support of deletion of the area as a residential permit parking area, the Parking Manager shall mail notices to the residents of the residential permit parking area. The notices shall set forth the proposed location and boundaries of the area to be deleted.

E. If it appears, based on the parking study and the voting survey, that the general consensus within the proposed residential permit parking area is in favor of deleting a residential area as a residential permit parking area, the Parking Manager shall provide his or her recommendations by written report to the City Council, whether to delete the residential area under consideration as a residential permit parking area.

**SECTION 2.**

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SECTION 3.**

If any provision of this section or the application thereof to any Person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be effective without the invalid provision or application, and to this end the provisions of this section are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

**SECTION 4.**

This ordinance shall become effective thirty (30) days after its final passage and shall be published at least once within fifteen (15) days prior to its effective date in the Ripon Record, the official newspaper of the City of Ripon.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Ripon held on the 12<sup>th</sup> day of January, 2016, and by majority vote of the council members present, further reading was waived.

On a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the foregoing ordinance was duly passed and adopted by the City Council of the City of Ripon at a regular meeting thereof held on this \_\_\_\_ day of January, 2016, by the following vote, TO WIT:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

THE CITY OF RIPON,  
a municipal corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk

## ORDINANCE NO. 833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON  
AMENDING CHAPTER 9.28 OF THE RIPON MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIPON AS FOLLOWS:

**SECTION 1. AMENDMENT TO CODE**

Chapter 9.28 of the Ripon Municipal Code is hereby amended to read as follows:

**Sections:**

- 9.28.010**      **Definitions**
- 9.28.020**      **Limitations on Possession, Sale and Discharge of Fireworks**
- 9.28.030**      **State Law**
- 9.28.040**      **Violations**
- 9.28.050**      **Violations Deemed a Public Nuisance**
- 9.28.060**      **Authority to Inspect and Enforcement**

**9.28.010**      **Definitions**

For purposes of this Chapter the following terms have the following meanings:

- A. “Fireworks” means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment, including fireworks classified by the Health and Safety Code both as “dangerous fireworks” and as “safe and sane fireworks” and shall include firecrackers, torpedoes, skyrockets, roman-candles, bombs, sparklers, chasers, snakes or other fireworks containing any explosive or flammable substance. This definition does not include ammunition used for target shooting or hunting, nor does it include what is ordinarily known as cap pistol caps, party poppers or snap caps.
- B. “Occupant” means the person or persons leasing, using, residing at or otherwise occupying real property, regardless of whether a lease or contract exists between said person and the Owner.
- C. “Owner” means the owner or owners of real property.
- D. “Person” means any individual or entity of any form, including, but not limited to corporation, limited liability company, partnership, association.

**9.28.020**      **Limitations on Possession, Sale and Discharge of Fireworks**

- A. Subject to the provisions of the State Fireworks Law (California Health and Safety Code Sections 12500, *et seq.*), as may be amended from time to time, and any regulations promulgated thereunder, “safe and sane fireworks,” as defined in California Health and Safety Code Section 12529, as amended, may be possessed, sold and discharged within the city limits of the City of Ripon during the period beginning at 12 noon on the 28th day of

June and ending at 12 midnight on the 4th of July, each year. No Fireworks classified as “dangerous fireworks” by California Health and Safety Code Section 12505, as amended, may be possessed, sold or discharged within the City of Ripon.

- B. Fireworks permitted by this Chapter shall not be discharged on public, semi-public or private open areas such as parking lots, vacant properties, or open commercial or industrial areas, except in those areas expressly approved by the Fire chief of the Ripon Consolidated Fire District. Fireworks permitted by this Chapter shall only be discharged on private property and residential public streets or right of ways.
- C. It shall be unlawful for any person to ignite, explode, discharge, project, or otherwise fire or use any Fireworks, or to permit the ignition, explosion, projection, firing or usage thereof, upon or over or onto the property of another without his or her consent.
- D. It shall be unlawful for any person having the care, custody or control of a minor under the age of eighteen (18) to permit such minor to ignite, explode, discharge, project, or otherwise fire or use any Fireworks, unless such minor does so under the direct supervision of the minor’s parent or guardian, or such other person having care, custody or control of such minor.

#### **9.28.030 State Law**

The provisions of this Chapter are in addition to applicable state and federal law, including, but not limited to, the State Fireworks Law (California Health and Safety Code Section 12500, *et seq.*), as may be amended from time to time, the State Fireworks Regulations (Title 19, California Code of Regulations, Chapter 6), as may be amended from time to time, and any and all other state or federal laws or regulations pertaining to the sale or use of Fireworks.

#### **9.28.040 Violations**

- A. It shall be unlawful for any Person to violate, or to permit the violation of, any provision of this Chapter. All Owners, Occupants and other Persons at or on the property or premises where Fireworks are possessed, sold, ignited, exploded, discharged, projected, or otherwise fired or used may be cited for and convicted of violations of this Chapter, provided, however, that an Owner who is not in possession of his/her property, and who has instead permitted another Person(s) to occupy the property, shall not be convicted of a violation unless the Owner was in fact present at the property during the time in which the Fireworks were possessed, sold, ignited, exploded, discharged, projected, or otherwise fired or used, or the Owner negligently allowed a violation of this Chapter to occur on his/her property.
- B. A violation of this Chapter shall constitute a misdemeanor, provided, however, that in the discretion of the City Attorney, may be charged and prosecuted as an infraction. Each conviction of a misdemeanor under this Chapter shall be punishable as set forth in California Health and Safety Code Section 12700, as may be amended from time to time. Conviction of an infraction under this Chapter shall be punishable only by a fine as follows: for the first conviction, the fine shall not to exceed the amount of two hundred fifty dollars (\$250), for the second and any subsequent conviction within a twelve (12) month period, the fine shall not exceed the amount of five hundred dollars (\$500).
- C. Violations of this Chapter shall be prosecuted by the City Attorney or through the provisions of Chapter 1.12 of this Code.

### **9.28.050 Violations Deemed a Public Nuisance**

Any condition caused or permitted to exist in violation of any of the provisions of this Chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, which may be summarily abated or restored by the City at the violator's expense and the City may institute a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance.

### **9.28.060 Authority to Inspect and Enforcement**

The provisions of this Chapter shall be enforced by the Ripon Police Department and the Ripon Consolidated Fire District. All such persons are authorized to enter upon, inspect, and examine any property or premises to determine whether a violation of this Chapter exists or has occurred. If the Owner or Occupant of the property or premises refuses to permit entrance, inspection or examination pursuant to this Chapter, the Ripon Police Department and/or the Ripon Consolidated Fire District may seek an inspection warrant pursuant to California Code of Civil Procedure Section 1822.50, *et seq.*, as may be amended from time to time.

### **SECTION 2.**

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

### **SECTION 3.**

If any provision of this Section or the application thereof to any Person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Chapter which can be effective without the invalid provision or application, and to this end the provisions of this Section are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

### **SECTION 4.**

This ordinance shall become effective thirty (30) days after its final passage and shall be published at least once within fifteen (15) days prior to its effective date in the Ripon Record, the official newspaper of the City of Ripon.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Ripon held on the 12<sup>th</sup> day of January, 2016, and by majority vote of the council members present, further reading was waived.

On a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the foregoing ordinance was duly passed and adopted by the City Council of the City of Ripon at a regular meeting thereof held on this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote, TO WIT:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

THE CITY OF RIPON,  
a municipal corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk

## ORDINANCE NO. 834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIPON  
ADDING SECTION 9.23.135 OF THE RIPON MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIPON AS FOLLOWS:

**SECTION 1. AMENDMENT OF CODE**

Chapter 9.23 of Title 9 of the Ripon Municipal Code is hereby amended by adding Section 9.23.135, entitled "Fires Within City Parks", to read in full as follows:

**9.23.135 Fires Within City Parks.**

It shall be unlawful for any person to make or kindle a fire in Mavis Stouffer Park, Mistlin Sports Park and Ripon River Crossing Recreation Area, except under the following circumstances:

1. prior permission is granted by the City in conjunction with the rental of a designated venue; or
2. where the park is equipped with barbeque pits, a fire may be kindled in the provided pits.

**SECTION 2.**

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SECTION 3.**

If any provision of this section or the application thereof to any Person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be effective without the invalid provision or application, and to this end the provisions of this section are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

**SECTION 4.**

This ordinance shall become effective thirty (30) days after its final passage and shall be published at least once within fifteen (15) days prior to its effective date in the Ripon Record, the official newspaper of the City of Ripon.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Ripon held on the 12<sup>th</sup> day of January, 2016, and by majority vote of the council members present, further reading was waived.

On a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the foregoing ordinance was duly passed and adopted by the City Council of the City of Ripon at a regular meeting thereof held on this \_\_\_\_ day of January, 2016, by the following vote, TO WIT:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

THE CITY OF RIPON,  
A Municipal Corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk

THE CITY COUNCIL OF THE CITY OF RIPON DOES ORDAIN AS FOLLOWS:

## SECTION 1.

Chapters 5.28 and 5.29 of the Ripon Municipal Code are hereby repealed, and a new Chapter 5.28 is hereby enacted as set forth below.

### Chapter 5.28 CABLE COMMUNICATION FRANCHISE PROCEDURES

- 5.28.010 State video service franchises.
- 5.28.020 Conditions of street occupancy.
- 5.28.030 Protection of City and enforcement - Liability insurance.
- 5.28.040 Protection of City and enforcement - Performance bond.
- 5.28.050 Protection of City and enforcement - Security fund.
- 5.28.060 Indemnification.
- 5.28.070 Termination.

#### 5.28.010 STATE VIDEO SERVICE FRANCHISES.

##### A. General Provisions.

1. **Purpose.** This Chapter is intended to be applicable to state franchise holders who have been awarded a state video franchise under the California Public Utilities Code Section 5800 et seq. (the Digital Infrastructure and Video Competition Act of 2006 (DIVCA)), to serve any location(s) within the incorporated boundaries of the City. It is the purpose of this section to implement within the incorporated boundaries of the City the provisions of DIVCA and the rules of the California Public Utilities Commission promulgated thereunder that are applicable to a "local franchising entity" or a "local entity" as defined in DIVCA.
2. **Rights Reserved.**
  - a) The rights reserved to the City under this Chapter 5.28 are in addition to all other rights of the City, whether reserved by this Chapter 5.28 or authorized by law, and no action, proceeding or exercise of a right shall affect any other rights which may be held by the City.
  - b) Except as otherwise provided by DIVCA, a state franchise shall not include, or be a substitute for:
    - (i) Compliance with generally applicable requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, compliance with the conditions that the City may establish before facilities may be constructed for, or providing, non-video services;
    - (ii) Any permit or authorization required in connection with operations on or in public rights-of-way or public property, including, but not limited to encroachment permits, street work permits and pole attachment permits; and
    - (iii) Any permit, agreement or authorization for occupying any other property of the City or any private person to which access is not specifically granted by the state franchise.
  - c) Except as otherwise provided in DIVCA, a state franchise shall not relieve a state franchisee of its duty to comply with all laws, including the ordinances, resolutions, rules, regulations,

and other laws of the City, and every state franchisee shall comply with the same. Nothing 4H contained in this section shall ever be construed so as to exempt a state franchise holder from compliance with all ordinances, rules or regulations of the City now in effect or which may be hereafter adopted which are consistent with this section or California Public Utilities Code Section 5800 et seq.

B. **Definitions Generally - Interpretation of Language.** For purposes of this Chapter 5. 29, the following terms, phrases, words, and their derivations shall have the meaning given in this section. Unless otherwise expressly stated, words not defined in this section shall be given the meaning set forth in DIVCA. Words not defined in this subsection shall have the same meaning as established in (1) DIVCA, and if not defined therein, (2) Commission rules implementing DIVCA, and if not defined therein, (3) Title VI of Title 47 of the Communications Act of 1934, as amended, 47 U.S.C. Section 521 et seq. and, if not defined therein, (4) their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and "including" and "include" are not limiting. The words "shall" and "will" are always mandatory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1. "Access," "PEG access," "PEG use," or "PEG" means the availability of a cable or state franchise holder's system for public, educational, or governmental use by various , agencies, institutions, organizations, groups, and individuals, including the City and its designated access providers, to acquire, create, and distribute programming not under a state franchise holder's editorial control.
2. "Gross revenues" means all revenues actually received by the holder of a state franchise that are derived from the operation of the holder's network to provide cable service or video service within the incorporated areas of the City, subject to the specifications of California Public Utilities Code Section 5860.
3. "State franchise holder" or "state franchisee" means a cable operator or video service provider that has been issued a franchise by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in California Public Utilities Code Section 5830, within any portion of the incorporated limits of the City. A state franchise holder or state franchisee is sometimes referred to herein as a "grantee".
4. "Tap" typically serves 4-8 connections and when placed above ground, is housed in an 8 inch diameter by 2 foot green tube.
5. "Amplifier" typically serves 8-500 connections and when placed above ground, is housed in an 3 foot by 18 inch green box.
6. "Optical Node" typically serves greater than 500 connections.

C. **Franchise Fees.**

1. **State Franchise Fees.** Any state franchise holder operating within the incorporated areas of the City shall pay to the City a state franchise fee equal to five percent of gross revenues.
2. **Payment of Franchise Fees.** The state franchise fee required pursuant to this subsection shall each be paid quarterly, in a manner consistent with California Public Utilities Code Section 5860. The state franchise holder shall deliver to the City, by check or other means, which shall be agreed to by the City, a separate payment for the state franchise fee not later than 45 days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the payment

was calculated, and shall include such additional information on the appropriate form as designated 4H by the City.

3. **Audits.** The City may audit the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code Section 5860(i).
4. **Late Payments.** In the event a state franchise holder fails to make payments required by this section on or before the due dates specified in this section, the City shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent.
5. **Lease of City-Owned Network.** In the event a state franchise holder leases access to a network owned by the City, the City may set a franchise fee for access to the City-owned network separate and apart from the franchise fee charged to state franchise

D. **Customer Service.**

1. **Customer Service Standards.** A state franchise holder shall comply with Sections 53055, 53055.2 and 53088.2 of the California Government Code; the FCC customer service and notice standards set forth in Sections 76.309, 76.1602, 76.1603, and 76.1619 of Title 47 of the Code of Federal Regulations; Section 637.5 of the California Penal Code; the privacy standards of Section 551 of Title 47 of the United States Code; and all other applicable state and federal customer service and consumer protection standards pertaining to the provision of cable service or video service, including any such standards hereafter adopted. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this subsection shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.
2. **Penalties for Violations of Standards.** The City shall enforce the compliance of state franchisees with respect to the state and federal customer service and consumer protection standards set forth in subsection (d)(1) of this section. The City will provide a state franchisee with a written notice of any breaches of applicable customer service or consumer protection standards, and will allow the state franchisee 30 days from the receipt of the notice to remedy the specified breach. Breaches not remedied within the 30-day time period will be subject to the following penalties to be imposed by the City:
  - a) For the first occurrence of a breach, a fine of \$500.00 may be imposed for each day the violation remains in effect, not to exceed \$1,500 for each violation.
  - b) For a second breach of the same nature within 12 months, a fine of \$1,000 may be imposed for each day the violation remains in effect, not to exceed \$3,000 for each violation.
  - c) For a third breach of the same nature within 12 months, a fine of \$2,500 may be imposed for each day the violation remains in effect, not to exceed \$7,500 for each violation.
3. **Manner of Imposition.** Any penalties imposed by the City shall be imposed in a manner consistent with California Public Utilities Code Section 5900.

E. **Permits and Construction.**

1. **Applicability.** The provisions of this Chapter and the applicable provisions of the Ripon Municipal Code shall apply to all work performed by or on behalf of a state franchise holder on any City public rights-of-way, public property, or public utility easement as those terms are defined in this Chapter.
2. **Encroachment Permit.** Prior to commencing any work, including construction, rebuild, or upgrade of a cable or video system, within or upon any City rights of way, public property, public utility easements (including work within a joint trench) a state franchise holder shall apply for and obtain

an encroachment permit from the City in accordance with this section, and shall comply with all other applicable laws and regulations, including but not limited to all applicable requirements of Division 13 of the California Public Resources Code, Section 21000 et seq. (the California Environmental Quality Act). The failure to obtain and comply with the terms of an encroachment permit shall be punishable as an infraction pursuant to Chapter 1.08, and may be enjoined by a court of competent jurisdiction. The franchise holder shall make application for an encroachment permit, supplying such information as is necessary as determined by the City Administrator, including, but not limited to, sufficient information to allow the Environmental Review Officer to complete the environmental review process pursuant to the California Environmental Quality Act. The application for encroachment permit shall be determined complete when all necessary information, as set forth herein, has been provided, and City staff notifies the applicant that the application is complete.

3. **Mitigation of Impacts.** In order to mitigate adverse visual impacts, the City Administrator may impose reasonable conditions of approval in connection with the approval of an encroachment permit, including, but not limited to, a requirement that any above-ground cable facilities or equipment be undergrounded or appropriately screened from public view through the use of landscaping, undergrounding of utilities and/or decorative enclosures.
4. **Action on Permit.** The City Administrator or their designee shall either approve or deny a state franchise holder's application for an encroachment permit within 60 days of receiving a completed permit application from the state franchise holder.
5. **Explanation of Denial.** If the City Administrator or their designee denies a state franchise holder's application for an encroachment permit, the City Administrator or their designee shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.
6. **Appeals.** A state franchise holder that has been denied a permit by final decision of the City Administrator or their designee may appeal the denial to the City Council. Upon receiving a notice of appeal, the City Council shall take one of the following actions:
  - a) Affirm the action of the City Administrator or their designee without any further hearing; or
  - b) Refer the matter back to the City Administrator or their designee for further review with or without instructions; or
  - c) Set the matter for a de novo hearing before the City Council.
7. **Scope of Review.** In rendering its decision on the appeal, the City Council shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the City Administrator or their designee unless the City Council is itself conducting a public hearing on the matter.
8. **Notification.** Prior to any construction, rebuild, or upgrade of a cable or video system, a state franchise holder shall establish procedures to notify City residents in the impacted area of construction schedules and activities. Notices must be provided to those persons who work and/or reside in the impacted area. The notices shall be provided to the City Administrator or their designee for review and approval no later than 20 days before commencement of construction, rebuild, or upgrade activities.
9. **Form of Notice.** At a minimum, the notice required in subsection (e)(8) of this section shall be provided by the state franchise holder to impacted residents and occupants in the construction area not less than 72 hours prior to the planned construction. The state franchise holder shall provide additional notice to the persons described in subsection (e)(8) of this section on the day of

construction. The notice may be in the form of door hangers that indicate, at a minimum, the dates 4H and times of construction and the name and telephone number of a state franchise holder contact.

10. **Entry onto Property.** Prior to any construction, rebuild, or upgrade of a cable or video system, the state franchise holder shall provide notice at least 20 days prior to entering private property or public ways or public easements adjacent to or on such private property, public ways, or public easements, and provide a second notice three days prior to entering such property.
  - a) Should there be aboveground or underground installations (excluding aerial cable lines utilizing existing poles and cable paths) which will affect the private property, such notice shall be in writing and shall contain specific information regarding any aboveground or underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths) which shall affect the private property.
  - b) To the extent practicable, aboveground or underground equipment placed on private property shall be placed at the location requested by the property owner. A state franchise holder shall provide the private property owner with at least 20 days' advance written notice of its plans to install such equipment, and shall obtain express written consent, in the form of a recorded easement agreement, from the private property owner before installing its appurtenances. The state franchise holder shall notify the property owner, in writing, that the property owner is not obligated to agree to the placement on their property or to enter into an easement agreement with the state franchise holder. Should the property owner notify the state franchise holder of objection to placement of any such aboveground or underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), the state franchise holder shall confer with the City engineering department regarding appropriate location and placement of such appurtenances.
11. **Personal Notification.** In addition to any other notice of proposed entry required under this subsection (e), a state franchise holder's personnel shall make a reasonable attempt to give personal notice to residents immediately preceding entry on private property or public ways or public easements adjacent to or on such private property.
12. **Identification Required.** A state franchise holder, its employees, agents, contractors, and subcontractors shall be properly identified as agents of the state franchise holder prior to and during entry on private and public property. Identification shall include the name and telephone number of the state franchise holder on all trucks and vehicles used by installation personnel.
13. **Restoration of Private and Public Property.** After performance of work, the state franchise holder shall restore such private and public property to a condition equal to or better than its condition prior to construction. Any disturbance of landscaping, fencing, or other improvements upon private or public property shall, at the sole expense of the state franchise holder, be promptly repaired or restored (including replacement of such valuables as shrubbery and fencing) to the reasonable satisfaction of the property owner, in addition to the furnishing of camouflage plants on public property.
14. **Penalties for Not Obtaining an Encroachment Permit.** The City shall enforce standards set forth in subsection (e)(2) of this section. If the state franchise holder does not obtain the required encroachment permit, the state franchise holder will be subject to the following penalties to be imposed by the City:
  - d) For the first occurrence of a material breach, a fine of \$1,000.00 may be imposed.
  - e) For a second material breach of the same nature within 12 months, a fine of \$2,000 may be imposed.

- f) For a third and any additional material breach of the same nature within 12 months, a fine of 4H \$5,000 may be imposed.

F. **Emergency Alert.**

- 1. **Emergency Alert Systems.** Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network.
- 2. **City Use.** To the extent consistent with California Public Utilities Code Section 5880, each state franchisee shall provide the system capability to transmit an emergency alert signal to all participating subscribers, in the form of an emergency override capability, to permit the City to interrupt and cablecast an audio message on all channels simultaneously in the event of a disaster or public emergency. Each state franchisee shall be exempt from all liability for the use of the emergency alert, and the City shall indemnify and hold each state franchisee harmless from any claims and damages arising out of any such use.

G. **Public, Educational, and Government Access Channel Capacity, Interconnection, Signal Carriage and Support.**

- 1. **PEG Channel Capacity.**
  - a) A state franchisee that has been authorized by the California Public Utilities Commission to provide video service in the City shall designate and activate three PEG channels within three months from the date that the City requests that the state franchisee designate and activate these PEG channels. However, this three month period shall be tolled for such a period, and only for such a period, during which the state franchisee's ability to designate or provide such PEG capacity is technically infeasible, as set forth in Sections 5870(a), 5870(c) and 5870(h) of the California Public Utilities Code.
  - b) A state franchisee shall provide an additional PEG channel when the standards set forth in Section 5870(d) of the California Public Utilities Code are satisfied by the City or any entity designated by the City to manage one or more of the PEG channels.
- 2. **PEG Support.**
  - a) Any state franchise holder operating within the City shall pay to the City, or if directed by the City, pay to the City's designated PEG provider, a PEG support fee equal to one percent of gross revenues.
  - b) The PEG support fee shall be used for PEG purposes that are consistent with state and federal law.
  - c) A state franchisee shall remit the PEG support fee to the City, or if directed by the City, to the City's designated PEG provider on a quarterly basis, within 45 days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the PEG support fee was calculated.
  - d) If a state franchisee fails to pay the PEG support fee when due, or underpays the proper amount due, the state franchisee shall pay a late payment charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent, to the extent that such a late payment charge is deemed to be consistent with DIVCA.

- a) As set forth in Sections 5870(b) and 5870(g)(3) of the California Public Utilities Code, state franchisees shall ensure that all PEG channels are receivable by all subscribers, whether they receive digital or analog service, or a combination thereof, without the need for any equipment other than that needed to receive the lowest cost tier of service. PEG access capacity provided by a state franchisee shall be of similar quality and functionality to that offered by commercial channels, shall be capable of carrying a National Television System Committee (NTSC) quality television signal, and shall be carried on the state franchisee's lowest cost tier of service. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the lowest cost tier of service and the channel numbers for the PEG channels shall be the same channel numbers used by any incumbent cable operator, unless prohibited by federal law. After the initial designation of the PEG channel numbers, the channel numbers shall not be changed without the agreement of the City unless federal law requires the change.
- b) As set forth in Section 5870(h) of the California Public Utilities Code, the holder of a state franchise and an incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. If a state franchisee and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement for PEG carriage, the City shall require the incumbent cable operator to allow the state franchisee to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchisee's network as identified by the state franchisee. If no technically feasible point of interconnection is available, the state franchisee shall make interconnection available to each PEG channel originator programming a channel in the City and shall provide the facilities necessary for the interconnection. The cost of any interconnection shall be borne by the state franchisee requesting the interconnection unless otherwise agreed to by the parties.

#### H. **Notices.**

1. Each state franchise holder or applicant for a state franchise shall file with the City a copy of all applications or notices that the state franchise holder or applicant is required to file with the California Public Utilities Commission.
2. Unless otherwise specified in this section, all notices or other documentation that a state franchise holder is required to provide to the City under this section or the California Public Utilities Code shall be provided to both the City Administrator and the City staff person in charge of cable and telecommunications, or their successors or designees.

#### 5.28.020 **CONDITIONS OF STREET OCCUPANCY.**

A. **Installation - Location.** The cable system shall be placed in public utility easements unless otherwise designated by the City. Given the sandy soils that dominate the Ripon area, as identified in the Ripon General Plan Environmental Impact Report 2035, pages 4-39 and 4-58, it shall be presumed, in the absence of substantial evidence to the contrary, that cable television and other utilities can feasibly be installed underground without excessive additional operational or maintenance costs.

B. **Installation - Timing.** A grantee shall begin the installation, upgrade, or rebuild of its cable system within a reasonable length of time after the effective date of its franchise, which date shall be specified in the franchise agreement. A grantee shall be obligated to complete the construction of its cable system promptly and within a time specified in the franchise agreement, which time shall be reasonable in light of the nature of the construction required to build the cable system proposed by the grantee. A grantee is obligated to obtain all permits, licenses, approvals, and contracts required in order for it to begin and complete its cable system in accordance with its franchise agreement.

C. Installation – Coordination. The developer or owner of real property shall coordinate the trenching, installation, and back-fill of the cable system with any other underground utilities that may be required in a joint trench.

D. Installation – Cost Responsibility. The developer or owner of the real property being developed shall provide at no cost to the state franchise holder the necessary trenching and backfill only. All other costs are to be borne by the state franchise holder.

E. Installation – Plans and Specifications. The state franchise holder shall provide the necessary plans and specifications to the city for review and approval prior to installation of the facilities.

F. **General Construction and Operational Practice.**

1. As part of the expansion of the cable network, the state franchisee shall install the proposed facilities as part of a joint trench.
2. Unless otherwise approved by the City Engineer, the state franchise holder shall underground all equipment that serves less than 500 connections, including all “tap” and “amplifier” equipment. For equipment that serves greater than 500 connections, including “Optical Nodes”, the state franchise holder may place equipment above ground, so as long as the visual impacts have been mitigated as described in Section e(3).
3. The construction, operation, and repair of every cable system in the City and all parts thereof shall be performed in an orderly and workmanlike manner. To this end, each person who constructs, operates, or repairs a cable system shall do so in accordance with all applicable federal, state, local, and industry codes now or hereafter in effect. Without limiting the foregoing, the installation of any cable system shall be in accordance with the requirements of the National Electrical Safety Code (or any superseding code) of the American Insurance Association (or successor organization) and all applicable laws affecting electrical installations and buildings, now or hereafter in effect. A franchise agreement may identify specific construction codes that a grantee must satisfy in addition to this general requirement. In the event of a conflict among codes and standards, the most stringent code requirement or standard shall apply. As part of the encroachment permit process outlined in this Chapter, the City may adopt reasonable additional standards as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur over the term of a franchise, after consultation with each affected grantee.
4. The construction, operation, and repair of the cable system shall be performed by experienced personnel who shall keep the cable system in a safe and suitable condition and in good order and repair. All installations shall be durable and use equipment of the highest standard within the industry.
5. Each grantee shall construct, operate, and repair its cable system so as not to endanger or unduly interfere with the property of the City; any gas, electric, or telephone fixture or other public utility property, including any water or sewer lines or fixtures; or the lives or property of persons; or to unnecessarily hinder or obstruct the use of streets. A grantee shall protect (at its expense) public property and private property from damage caused by the construction, operation, and repair of its cable system, and promptly repair damage the grantee causes or compensate the owner of the property for damage the grantee causes. It shall repair damaged property or pay compensation within no later than 10 days of the date of the damage. Each grantee shall construct, operate, and maintain its cable system with due care for the safety and integrity of persons and property, and shall use appropriate safety devices, warning signs, barricades, and lights to prevent harm to persons or property.
6. A grantee shall notify any person whose property is damaged by that grantee within four hours of the time the damage is discovered. At a minimum, this section requires a grantee to place a prominent notice in a prominent place on the damaged property, and to make diligent efforts to contact the property owner or resident directly.

7. All excavation shall be performed so as to create the least inconvenience to the public, and in accordance with permits issued by the City. The City shall have the right to supervise all excavation.
8. If a grantee disturbs any street, public property, or private property during the course of constructing, operating, or repairing its cable system, that grantee shall, at its expense, replace and restore the street or property to as good condition as before said work was commenced as is possible to the reasonable satisfaction of the City (in the case of streets or public property) or the owner (in the case of private property). Each grantee shall at all times comply with the requirements of 47 U.S.C. Section 541(a)(2)(A) through (C). If any utility property is affected, including gas, electric, telephone, water, sewer, or storm drain, the owner shall be notified immediately and repairs shall immediately be made under the direction of the affected utility. The streets, public property, or private property affected shall be replaced or restored promptly, no later than within 10 days of the date of the disturbance.
9. In any area where any electric or telephone systems are underground, a grantee shall install its cable system underground. If, after a grantee installs its cable system, electric or telephone systems are relocated so that any electric or telephone systems in an area are underground, the grantee shall place its cable system in that area underground. Between a street and a subscriber's residence, if both electric and telephone utility wiring is aerial, a grantee may install aerial cable except where a property owner or resident requests underground installation and agrees to bear the additional cost of such installation over and above the cost of aerial installation.
10. A grantee shall maintain records of the location of its cable system for both underground and aerial cables. A grantee shall provide information regarding the location of its cable system upon request of the City or any authorized governmental body for engineering design purposes. Location information shall be provided within 30 days of request.
11. Notwithstanding any requirements of underground service alert, grantee shall pothole underground facilities at its expense upon request of the City or any authorized governmental body for engineering design purposes to ascertain the vertical and horizontal location of said facilities. Potholes shall be provided within 30 days of request. Requester shall be notified 48 hours in advance of the potholing operation, and when the underground facility is exposed for measurement. After requester obtains measurements, grantee shall fill, compact, and pave pothole to the satisfaction of the City.
12. Grantee shall perform all tasks of an "operator" under California Government Code Section 4216 (Underground Service Alert) and shall be a member of Underground Service Alert of Northern California and Nevada.
13. A grantee shall initially provide to the City an electronic map in AUTOCAD format of the grantee's cable system within the public right-of-way. This electronic map shall be compatible with the City's system, shall be updated semiannually, and shall at all times be provided at no cost to the City.

G. **Relocation of Facilities.**

1. **For Governmental Bodies.** A grantee is required to remove, relay, and relocate its cable system at its expense (and to underground components of the system where feasible) whenever the City or any authorized governmental body requires it to do so for reasons of traffic conditions; public health and safety, and protection of property; or because the City or authorized governmental body elects to change or alter the grade, align or widen a street, or sell or vacate any street or public property, to move any building or structure, or to construct, operate, or repair any water pipes, lines, or mains, sanitary and storm sewers, watercourses, drainage ditches, conduits, playgrounds, power lines, tracks, traffic control devices, or other public improvement, public utility, public structure or facility, which change, alteration, sale, vacation, movement, construction, operation, or repair will be aided by removal, relaying, or relocation of a grantee's cable system. An affected grantee shall be given

written notice requesting the removal, relaying, or relocation of its cable system at least 15 days in 4H advance of the date removal, relaying, or relocation of the cable system must be completed.

2. **For Other Authorized Entities.** If any removal, relaying, or relocation is required to accommodate the construction, operation, or repair of the facilities of another person which is authorized to use the streets or public properly, a grantee shall, after at least 15 days advanced written notice, take action to implement the necessary changes requested by the responsible entity. The City may resolve disputes as to responsibility for costs associated with removal, relaying, or relocation of facilities among entities authorized to install facilities in the streets or on public properly if such entities are unable to do so themselves.
3. **For Third Persons.** A grantee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise, lower, relay, relocate, or remove its wires, cables, and other facilities to accommodate the moving of the building, 'as the grantee shall determine. The expense of such temporary raising or lowering, relaying, relocation, or removal of a grantee's facilities shall be paid by the person requesting the same, and the grantee shall have the authority to establish the reasonable cost of such changes and require such payment in advance. A grantee shall temporarily move its cable system as required under this subsection if required payments are made and the grantee is given at least 48 hours advance written notice to arrange for such temporary changes.

H. **Failure to Remove, Replace, or Restore.** If a grantee fails to remove, relay or relocate its cable system as required or within the time period specified in subsection (d) of this section; or if a grantee fails to restore, repair, or replace streets or public properly as required and within the time period specified in subsection (c) of this section; the City may perform the work itself or hire someone to perform the work, and the grantee shall compensate the City for all reasonable expenses it incurs. In the event a grantee fails to restore, replace, or repair private properly as required and within the time period specified by subsection (c) of this section, the owner may perform the work itself or hire someone to perform the work, and the grantee shall compensate the owner for all reasonable expenses incurred. If a grantee fails to protect streets or public properly as required by its franchise, the City may do so, and the grantee shall compensate the City for all reasonable expenses incurred thereby. The grantee shall pay expenses incurred by the City or properly owner within 10 days of receipt of an itemized account of such expenses.

I. **Removal or Relocation in Event of Emergency.** In event of emergency, or where a cable system creates or is contributing to an imminent danger to health, safety, or property, the City may remove, relocate, or relay that cable system without prior notice at grantee's expense.

J. **Authority to Trim Trees.** A grantee shall comply with the City tree ordinance if and when it trims trees and shrubbery upon and overhanging streets and other public property. If the City requests it, trimming shall be done under the supervision and direction of the City.

K. **No Guarantee of Accuracy of Maps.** The City does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing structures. In streets, where necessary, the location shall be verified by excavation by grantee at its expense.

L. **Licenses.** All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as a grantee would have under its franchise and applicable laws if the work were performed by the grantee. Each grantee shall be responsible for ensuring that the work of its contractors and subcontractors is performed consistent with the franchise and applicable law, shall be fully responsible for all acts or omissions of its contractors or subcontractors, and shall be responsible for promptly correcting acts or omissions by any of its contractors or subcontractors.

#### **5.28.030 PROTECTION OF CITY - LIABILITY INSURANCE.**

A. Unless otherwise provided in the franchise, the following will prevail:

B. **Public Liability and Property Damage Insurance.** A grantee shall, during the continuance of this Chapter 4H and at no expense to the City, maintain public liability and property damage insurance, including products liability and completed operations, and contractual liability coverage, in the amount of \$1,000,000 per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, by the performance under this Chapter. This insurance shall be a per occurrence policy.

C. **Business Automobile Insurance.** A grantee shall during the continuance of this Chapter and at no expense to the City, maintain business automobile insurance, in the amount of \$1,000,000 per occurrence on account of bodily or personal injuries, including death, or on account of property damage arising from or cause, directly or indirectly, by the performance under this Chapter. This insurance shall be a per occurrence policy.

D. **Additional Insured.** Under the public liability, property damage and automobile liability insurance required in subsections (b) and (c) of this section, the City, its officers, agents and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance herein required shall be primary and the policies shall contain by endorsement (signed by an authorized representative of the insurance provider) a cross liability clause .

E. **Workers' Compensation Insurance.** A grantee shall during the continuance of this Chapter and at no expense to the City, maintain workers' compensation insurance, as required by law, for all grantee's officers and employees.

F. **Certificates of Insurance.**

1. The insurance required by subsections (b), (c) and (d) of this section shall be evidenced by certificate or certificates submitted to the City which shall be executed by the insurance company or companies involved and which shall state that the insurance evidenced thereby may not be terminated without 30 days' prior written notice thereof being received by the City. The certificate(s) shall be submitted to the City before or at the time a grantee executes a franchise agreement and shall be resubmitted annually to the City on the anniversary of the initial filing.
2. Grantee shall file certificates of insurance which shall certify the total limits of coverage in effect. If such limits are higher than the limits required by the City herein, the higher limits shall be certified and shall apply to the coverage afforded to the City.

G. **Additional Insurance.** A grantee, in addition to all other insurance requirements herein, shall maintain insurance in the type and amount as may be required in any license, permit or agreement obtained in connection with the construction, operation, or repair of its cable system and which is necessary to complete any construction, operation, or repair (e.g., highway permit, railroad crossing agreement, Corps of Engineers permit), regardless of who secured the license, permit, or agreement.

#### **5.28.040 PROTECTION OF CITY - PERFORMANCE BOND.**

A. **Performance Bond.** Within 90 days of the effective date of any new franchise or at a time specified in a franchise, a grantee shall establish in the City's favor a performance bond in an amount not less than 10 percent of the estimated cost of constructing, upgrading, or rebuilding the cable system required by the franchise agreement.

B. **Recovery.** In the event a grantee subject to such a performance bond fails to complete the cable system construction, upgrade, or other work in the public rights-of-way in a safe, timely, and competent manner in accord with the provisions of a franchise agreement, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the grantee, or the cost of completing or repairing the cable system construction, upgrade, or other work in the public rights-of-way, plus a reasonable allowance for attorney's fees, up to the full amount of the bond. The City may also recover against the bond any amount recoverable against the security fund where such amount exceeds that available under the security fund.

C. **Elimination of Bond.** Upon completion of the cable system construction, upgrade, or other work in the public rights-of-way and payment of all construction obligations of the cable system to the satisfaction of the City, the City shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established considering the nature of the work performed. The City may subsequently require a new bond or an increase in the bond amount for any subsequent construction, upgrade, or other work in the public rights-of-way.

D. **Bond Rating.** The performance bond shall be issued by a surety with an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the City; and shall contain the following endorsement:

**This bond may not be canceled, or allowed to lapse, until 60 days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew.**

#### **5.28.050 PROTECTION OF CITY - SECURITY FUND.**

An applicant for a grant of a new cable franchise, franchise renewal, franchise modification, or franchise transfer shall, prior to the City's execution of the aforementioned, provide the City either a cash security deposit or an irrevocable letter of credit. The cash security deposit or irrevocable letter of credit shall be in an amount to be determined by the City Administrator, but not less than \$100,000 and shall be from a financial institution in a form satisfactory to the City Administrator. The amount of the deposit shall be based on the scope of the applicant's existing and proposed cable operations in the City, the applicant's technical and financial qualifications, and the applicant's history of compliance with its franchise agreements in the City and elsewhere. The security deposit or letter of credit shall be used to ensure the faithful performance of the franchise agreement; compliance with this Chapter; applicable federal, state, and local law; all orders and permits; and the payment of any claims liens, fees, or taxes due the City that arise by reason of the construction, operations, repair or maintenance of the cable system. The City may withdraw funds from the security deposit or make demand for payment upon the letter of credit for the monetary amount of any remedy imposed pursuant to this Chapter or the franchise agreement.

#### **5.28.060 Indemnification.**

A. **General Indemnity.** A grantee shall agree to accept responsibility for loss or damage to any person or entity, and to defend with counsel of the City's choice, indemnify, hold harmless and release the City, its officers, and employees, from actions, claims, damages, disability or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the grantee under a franchise, whether or not there is concurrent negligence or willful misconduct of the City but excluding liability due to the sole active negligence or misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the grantee or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

B. **City Property.** A grantee shall be liable to the City for any loss of or damage to City property arising from the grantee's actions, negligence, or willful misconduct.

#### **5.28.070 TERMINATION.**

A. **Removal of Cable System.** Upon revocation or cancellation of a grantee's franchise, or upon any other termination of a franchise by passage of time or otherwise, the City shall have the right to require the grantee to remove, at the grantee's expense, its cable system from streets, public property, and any private property occupied pursuant to the revoked, canceled, or terminated franchise. The City shall notify the grantee in writing that the cable system should be removed, and identify any period during which the grantee will be required to continue to operate the cable system as provided in the franchise. In removing its cable system, a grantee shall refill and compact, at its expense, any excavation that shall be made and shall leave all streets, public property, and private property in as good a condition as that prevailing prior to the grantee's removal of the cable system. The insurance, indemnity, and damage provisions of the grantee's franchise shall remain in full force and effect until the cable system is removed.

B. **City's Right to Purchase System.** Upon revocation or cancellation of a franchise, or upon any other 4H termination of a franchise by passage of time or otherwise, the City shall have the alternative right to buy the grantee's cable system. If the franchise is terminated for cause, the City may purchase the cable system at an equitable price, within the meaning of the Cable Act; otherwise, the cable system may be purchased at fair market value, less the value of the franchise, within the meaning of the Cable Act. The grantee shall sell its cable system Subject to such warranties and terms as are appropriate under the circumstances.

C. **Transfer or Abandonment.** If the City does not purchase a grantee's cable system as provided in subsection (b) of this section, and the grantee has failed to commence removal of its cable system within 90 days after termination of the franchise, or such other date specified by the City under the franchise, or if the grantee has failed to complete such removal within six months after removal is required to have begun, the City may:

1. Declare all right, title, and interest to the grantee's cable system to be in the City or its designee with all right of ownership including, but not limited to, the right to operate the cable system or transfer the cable system to another for operation by it (upon such declaration by the City, the grantee shall be entitled to receive an equitable price from the City, within the meaning of the Cable Act, for the value of the cable system, less any costs and damages suffered by the City as a result of the delay in removal); or
2. Declare the cable system abandoned and cause the cable system, or such part thereof as the City shall designate, to be removed at no cost to the City.

### **SECTION 3.**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared, invalid or unconstitutional.

### **SECTION 4.**

The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

### **SECTION 5. SEVERABILITY.**

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

### **SECTION 6. EFFECTIVE DATE.**

Pursuant to Government Code Section 36937, this ordinance shall become effective immediately after its final passage. This ordinance, or a summary thereof, shall be published at least once within fifteen (15) days of its effective date in the Ripon Bulletin, the official newspaper of the City of Ripon.

The foregoing ordinance was introduced and the title thereof read at the special meeting of the City Council 4H of the City of Ripon held on the 25<sup>th</sup> day of January, 2016, and by majority vote of the Council members present, further reading was waived.

On a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the foregoing ordinance was duly passed and adopted by the City Council of the City of Ripon at a regular meeting thereof held on this \_\_\_\_ day of January, 2016, by the following vote, TO WIT:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

THE CITY OF RIPON,  
A Municipal Corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk



# MEMO

---

## Engineering Department

TO: Honorable City Council

FROM: James Pease

SUBJECT: CNG Expansion & Bus Shelter Project

DATE: January 19, 2016

### **BACKGROUND**

The Compressed Natural Gas (CNG) Expansion and Bus Shelter Project is moving forward and will soon be out to bid. The project will expand onto the existing CNG Station to allow for slow fill capability and provide a shelter for the City Bus as well as other large City vehicles. This project is funded through two separate Proposition 1B grants; the Public Transportation Modernization, Improvement, and Service Enhancement Account and the Transit System Safety, Security & Disaster Response Account.

### **INSPECTION SERVICES AND FISCAL IMPACT**

The work associated with expanding the compressed natural gas facility and electrical control system is unique and requires a contractor with specialized experience in this field. Staff has requested proposals to assist with the inspection services specific to the CNG portion of work.

T. Mitchell Engineers & Associates has over 40 years experience in providing design, construction, operations, maintenance, and inspection services on publicly funded projects. T. Mitchell Engineering & Associates designed the CNG portion of the project and have experienced inspectors on staff to dedicate the time necessary to provide the City of Ripon with quality inspection services for the duration of our project. A time and material proposal for inspection services has been provided; the services agreement has a not-to-exceed amount of \$5,800.

### **RECOMMENDATION**

Attached is the City's standard General Services Agreement with T. Mitchell Engineering & Associates. I am requesting Council approve the Agreement and authorize the Mayor to sign and for staff to proceed. The inspection services will be paid through the Prop 1B Transit System Safety, Security & Disaster Response Account allocated for this project.

**GENERAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RIPON AND  
T.MITCHELL ENGINEERS & ASSOCIATES**

This Agreement for General Services (“Agreement”) is entered into on, February 9, 2016, (the “Effective Date”) between the City of Ripon, a California municipal corporation (“City”) and T.Mitchell Engineers & Associates, (“Consultant”), (together sometimes referred to as the “Parties”).

**Section 1. SERVICES.** In accordance with the terms and conditions set forth in this Agreement, Consultant agrees to perform all services described in the Consultant’s Scope of Services attached hereto as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and said scope of services, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin upon signature by all Parties and shall end when Consultant completes the work described in said scope of work, or no later than two (2) years from the date this Agreement was signed by City, which ever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. Notwithstanding the foregoing,
- 1.2 **Standard of Performance.** Consultant shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services satisfactorily completed as of the date that written notice of termination is received by consultant; City, however, may condition payment of such compensation upon Consultant delivering to City documents and records identified in Section 8.1 of this Agreement.

**Section 2. COMPENSATION.**

City hereby agrees to pay Consultant an amount **NOT TO EXCEED** Five Thousand Eight Hundred Dollars (\$5,800) for all work described within the Cost Proposal set forth in Exhibit A and made a part of this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices as necessary during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**Section 3. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 3.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 3.2 Commercial General and Automobile Liability Insurance.** Consultant shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the City, the City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City.
- 3.3 All Policies Requirements.**
- 3.3.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; (2) certified policy endorsements to the general liability policy adding the City of Ripon as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement; or (3) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 4
- 3.3.2 Notice of Reduction in or Cancellation of Coverage.** A copy of the cancellation provisions must be attached to all insurance obtained in accordance with this Agreement.

**Section 4. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

- 4.1 Consultant shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly (“Liabilities”). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, recklessness, , or willful misconduct of the City.

**Section 5. STATUS OF CONSULTANT.**

- 5.1 **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

**Section 6. LEGAL REQUIREMENTS.**

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any sub-Consultants shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any sub-Consultants have all licenses, permits, qualifications, and approvals of whatsoever nature, that are legally required to practice their respective professions.
- 6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, sub-Consultant, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.
- 6.5 **Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for

holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

**Section 7. MODIFICATION.**

- 7.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 7.2 **Assignment and Subcontracting.** Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the sub-Consultants noted in the proposal, without prior written approval of the City.
- 7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 7.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 7.4.1 Immediately terminate the Agreement;
- 7.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant in accordance with this Agreement;
- 7.4.3 Retain a different Consultant to complete the work described in said scope of work not finished by Consultant; or
- 7.4.4 Charge Consultant for City's excess cost of completion of the unfinished work described in Exhibit A, if any. City's excess costs shall be reimbursed by Consultant where City's reasonable cost of completion paid to another qualified new consultant exceeds the amount City would have paid to Consultant pursuant to Section 2 absent the material breach; provided, however that any such excess cost reimbursement shall not exceed 25% of Consultant's quoted price for any unfinished task. Thus, by way of example, if following a material breach by Consultant a specific task which is budgeted at \$10,000 has not commenced or adequately completed, and City must retain another new qualified consultant to complete that specific task Consultant would be responsible to reimburse City in the amount of up to \$2,500 (25% of the Consultant's \$10,000 quoted price for the subject task). By way of further example, if the Consultant's cost of completion of that specific task is \$14,000, Consultant would be responsible to reimburse City

in the amount of up to \$3,500 (25% of the Consultant's \$14,000 quoted price for the subject task).

## **Section 8. KEEPING AND STATUS OF RECORDS.**

- 8.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City. This clause does not include instruments of service.
- 8.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Consultant understands that the City is a public entity and is subject to the laws that may compel it to disclose information about Consultant's business.

## **Section 9 MISCELLANEOUS PROVISIONS.**

- 9.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

9.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 **Contract Administration.** This Agreement shall be administered by James Pease, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

9.6 **Notices.**

Any written notice to Consultant shall be sent to:

*Thomas D. Mitchell, P.E.  
Principal  
T.Mitchell Engineers & Associates  
14256 Doolittle Drive,  
San Leandro, CA 94577*

Any written notice to the City shall be sent to:

*Mr. Kevin Werner  
Administrator/City Engineer  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366*

9.7 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

9.8 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

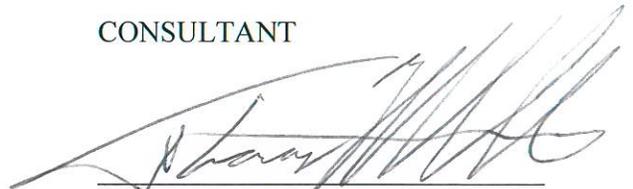
**9.9 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF RIPON

CONSULTANT

\_\_\_\_\_  
**Jake Parks, Mayor**

  
\_\_\_\_\_  
**Thomas D. Mitchell, P.E.**  
**Principal**

Attest:

\_\_\_\_\_  
**Lisa Roos, City Clerk**

Approved as to Form:

\_\_\_\_\_  
**Thomas Terpstra, City Attorney**

**EXHIBIT A: Proposed Scope of Services, dated December 15, 2015 - attached**



**T. MITCHELL** ENGINEERS &  
ASSOCIATES

TME Proposal 1535  
December 15, 2015

Mr. James Pease  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

Subject: **Proposal to Provide Technical Support During Construction  
Compressed Natural Gas (CNG) System Expansion for Timefill  
Rippon Fueling Facility - Ripon, California**

Dear James:

We are pleased to present this proposal to provide technical/engineering support to you and the City of Ripon (the City) as necessary to help facilitate the construction of the subject project which generally includes modification of the existing compressed natural gas (CNG) fueling system to incorporate provisions for timefill of city vehicles and construction of a new covered timefill area adjacent to the existing compressor compound. The specifics of our proposal are as follows:

### **Project Understanding**

#### Existing Facility:

The subject facility was built on City land in 2006, on vacant land adjacent to the proposed future City Corporate Yard. Though the corporate yard has not been started, as part of this project, it is intended to grade and pave a portion of this still vacant land and establish a new covered timefill area there.

Both the existing CNG system and proposed improvements were designed by T. Mitchell Engineers, Inc. (TME).

The existing system consists of one (1) semi-automatic regenerative gas dryer, two (2) 50hp electrically driven CNG compressors, a high pressure ASME storage vessel assembly with a capacity approximately 34,000scf at 4500psig, and associated piping, electrical, controls and safety systems to serve a single cardlock controlled fastfill dispenser. Total system capacity is just under 400scfm.

Proposed improvements are intended to allow for timefill of City owned vehicles up to and including transit buses. As part of this project, work will include modification of the existing CNG system by integration of a new PLC controlled timefill/ESD panel, a new covered timefill area and associated electrical, piping, controls and safety systems into the existing system.

Mr. James Pease  
December 15, 2015

### **Base Scope of Work**

Based upon our understanding of the projects, our proposed scope of work will include:

- Perform technical review of bids received for the actual construction work.
- Review relevant material and equipment submittals.
- Provide engineers response to contractors requests for information. Interpret and provide clarification to design documents when needed.
- Attend key construction meetings (pre-construction kick-off), and perform construction site inspections at critical stages of the project (prior to burial of underground piping or conduits, to witness piping pressure testing, upon substantial completion of the work prior to release system for start-up and commissioning, final acceptance).
- Prepare formal record drawings for completed work (based upon contractors red-lines).

### **Schedule**

Work will be scheduled to start immediately upon your authorization and for completion in accordance with the construction schedule.

### **Remuneration**

We propose to perform the above described scope of work on a **Time and Expenses** basis. Based upon the above scope of work and experience with similar projects, the estimated total fee for our services is **\$5,800**.

### **Terms**

Invoices for services rendered will be submitted from time to time in accordance with progress made and actual work performed. All invoices shall be due and payable upon receipt and considered past due if not paid within 30 calendar days. If payment in full is not received within this time, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month.

This proposal valid for 30 days.

Mr. James Pease  
December 15, 2015

Thank you for the opportunity to present this proposal. We look forward to being of service.

Sincerely,

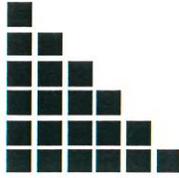
T. Mitchell Engineers, Inc.

By: *Tom Mitchell*

Thomas D. Mitchell, P.E.  
Principal

Attachments: Fee Schedule

File:p1535 rippon const adm.doc



**T. MITCHELL** ENGINEERS &  
ASSOCIATES

**FEE SCHEDULE AND CURRENT BILLING RATES**

(Effective January 1, 2015)

**Labor:**

Principal	\$130/hr.
Snr. Engineer / Project Manager	\$122/hr.
Staff Engineer / Designer	\$92/hr.
Cad/Draftsperson	\$78/hr.
Project Administrator	\$62/hr.

**Reimbursable Expenses:**

Reimbursable Expenses	Actual Cost +12%
-----------------------	------------------

Reimbursable expenses will be billed in accordance with the actual costs incurred. These expenses may include, but are not limited to, outside printing and copying, long distance (out of state) telephone calls, shipping or courier service, photo processing, airfare, meals, lodging, car rental, and other similar expenses directly related to the project.

Reimbursable expenses also include vehicle mileage when directly related to the project. This will be billed as follows:

Mileage - Less than 30 miles round trip	Included in Fee
- 30 miles or more round trip	At Rate Published by IRS (Currently \$0.575/mile)

**Standard Terms of payment:**

Invoices for services rendered will be prepared based upon the actual services rendered and expenses incurred. Invoices are due and payable upon receipt and will be considered delinquent if not paid within 30 days.

The above described fees include company overhead and profit.

T. Mitchell Engineers, Inc. reserves the right to adjust these rates and costs at any time after January 1, 2016.

**PUBLIC HEARINGS**



# *City Council Staff Report*

*City Council Meeting February 9, 2016*

---

**Project Title:** *Community Development Block Grant and Home Programs for FY 2016-17*

**Request:** *A public hearing to determine the programs to be funded and funding levels for the annual CDBG and Home grant funds.*

**Location:** *Corporate City Limits*

**Planner:** *Ken Zuidervaart, Director of Planning*

---

## **Discussion:**

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. The CDBG program allocates annual grants to urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons. CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

The Department of Housing and Urban Development (HUD), administered through the County of San Joaquin, has provided Ripon an estimated \$76,402 in CDBG funds and \$18,284 in HOME funds for the 2016-17 funding cycle, intended to assist in resolving identified community development needs and housing problems. Of the estimated \$76,402 in CDBG funds, only fifteen percent (\$11,460) may be allocated to public service programs.

Five public service applications were received:

- ❖ Bethany Home Society is requesting \$5,000 to continue the meals on wheels program providing approximately 12,000 fresh meals five days a week to 134 Ripon seniors annually through a congregate setting and delivery to homebound seniors. Staff is recommending funding for this program in the amount of \$3,500.

- ❖ San Joaquin County Human Services Agency is requesting \$2,000 for their meals on wheels program which provides a package of five meals delivered once a week to Ripon homebound seniors. This program is anticipated to assist 25 homebound seniors in Ripon. Staff is recommending funding for this program in the amount of \$1,400.
- ❖ Ripon Senior Center is requesting \$1,500 to facilitate its Young at Heart exercise program which serves approximately thirty local seniors. This program is a strength and training program developed specifically for seniors to assist in physical fitness needs and quality of life maintenance. Staff is recommending funding for this program in the amount of \$1,050.
- ❖ Second Harvest Food Bank is requesting \$5,000 for two Food Assistance Programs, the Senior Brown Bag program and the Food 4 Thought program. These programs are anticipated to provide approximately 39,000 lbs of supplemental groceries to approximately 135 Ripon residents during fiscal year 2016-2017 for families in need. Staff is recommending funding for this program in the amount of \$3,460.
- ❖ Emergency Food Bank of Stockton/San Joaquin is requesting \$1,500 for their Mobile Farmer's Market program. This program targets 2 sites in Ripon, the Ripon Senior Center and the Head Start program at Ripona Elementary School. The overall goal of the program is to see a community strengthened by providing access to fresh fruits and vegetables, healthy cooking demonstrations, health and nutrition related information/handouts and CalFresh (food stamp) information, all in an effort to encourage healthy eating and prevent/reduce the development of chronic health diseases affecting those most vulnerable in our community. Staff is recommending funding for this program in the amount of \$1,050.

All of these agencies provide essential services for our community in supporting the elderly and families in need, therefore staff's recommendations essentially split the grant funds amongst the public service programs providing approximately 70% of requested funded to each agency.

Following is a chart showing the requested and recommended funding allocation for the 2016-2017 CDBG and HOME fund allocations.

<b>2016-2017 CDBG Fund Allocations</b>		
<b>CDBG Projects</b>	<b>Requested</b>	<b>Recommended</b>
<b><u>Public Works Program:</u></b>		
Handicap Ramps	\$75,000	\$59,942
Administration	\$ 5,000	\$ 5,000

<i>Sub-total</i>	\$80,000	\$64,942
<b>Public Service Programs:</b>		
Bethany Home Society - Meal on Wheels	\$5,000	\$3,500
S.J. County Human Services Agency - Meal on Wheels	\$2,000	\$1,400
Ripon Senior Center - Young at Heart Exercise	\$1,500	\$1,050
S.J. County Fair Housing (required to fund)	\$1,000	\$1,000
Second Harvest Food Bank - Food Assistance	\$5,000	\$3,460
Emergency Food Bank - Mobile Farmer's Market	\$1,500	\$1,050
<i>Sub-total</i>	\$16,000	\$11,460
<b>Total</b>	<b>\$96,000</b>	<b>\$76,402</b>
<b>2016-2017 HOME FUND ALLOCATION</b>		
GAP Loans		\$18,284

**Recommended Action:**

Should the City Council agree with staff's recommendation, the following motion would be appropriate:

“The City Council approves the recommended 2016-2017 CDBG and HOME Programs funding allocations and directs staff to process the necessary documentation to facilitate this grant program.”

# ORDINANCES

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF RIPON APPROVING THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF RIPON AND KDH GROUP LLC. (KIPER HOMES), A CALIFORNIA CORPORATION FOR THE DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE CITY OF RIPON

WHEREAS, pursuant to Chapter 16.60 of the Ripon Municipal Code, the City may enter into a Development Agreement with the owners and/or developer of real property with the City.

WHEREAS, on the 13<sup>th</sup> day of October, 2015 the CITY OF RIPON (“City”) entered into a Development Agreement with KDH Group LLC., A California Corporation (“Developer/Owner”) for the development of certain real property in the City of Ripon, and

WHEREAS, The City of Ripon has determined that the Development Agreement is consistent with the Ripon General Plan; and

WHEREAS, the Development Agreement has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act in that the Mitigated Negative Declaration was prepared and certified in October 2015, and adequately reviews the environmental effects associated with the implementation of the project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Ripon as follows:

Section 1: The Mayor and City Clerk of the City are hereby authorized to execute that certain Development Agreement as described above.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 3: This Ordinance shall become effective thirty days from and after the date of its final passage and adoption and shall be published at least once within fifteen days prior to its effective date in the Ripon Bulletin, the official newspaper of The City of Ripon.

MOVED AND PASSED upon first reading and introduction this 9<sup>th</sup> day of February, 2016, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

THE CITY OF RIPON  
A Municipal Corporation

By \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk



# MEMO

---

## Engineering Department

TO: Honorable City Council

FROM: James Pease, Engineering Supervisor

SUBJECT: An ordinance of the City Council of the City of Ripon amending the Ripon Municipal Code Chapter 10.10.060 Speed Limits Established on the Basis of Traffic and Engineering Survey

DATE: January 25, 2016

### **Background**

Ripon Municipal Code Chapter 10.10.06 establishes speed limits based upon the findings outlined in an Engineering and Traffic Survey. The current speed limits set forth in this chapter were established on the basis of the 2005 Engineering and Traffic Survey. The 2015 Engineering and Traffic Survey was completed by the Engineering and Police Departments and then approved by the Ripon City Council at the January 12, 2016 council meeting.

### **Recommendation**

The attached ordinance will establish the speed limits based on the approved 2015 Engineering and Traffic Survey. I am requesting the City Council waive the first reading and introduce the ordinance amending Chapter 10.10.060 Speed Limits Established on the Basis of Traffic and Engineering Survey.

### **Attachments**

- A. An ordinance of the City Council of the City of Ripon amending Chapter 10.10.06 of the Ripon Municipal Code.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF RIPON AMENDING CHAPTER 10.10.060 RIPON  
MUNICIPAL CODE RELATING TO SPEED LIMITS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIPON AS FOLLOWS:**

**SECTION 1. AMENDMENT OF CODE.**

Chapter 10.10.060 is hereby amended to the Ripon Municipal Code to read as follows:

**SPEED LIMITS**

10.10.060 Speed Limits Established on the Basis of Traffic and Engineering Survey.

General limit – The speed limit is 25 miles per hour on all streets within city limits unless otherwise posted.

Based upon an approved engineering and traffic survey conducted, the following prima facie speed limits are established and declared as indicated:

Canal Blvd	<i>Wilma Ave. to Jack Tone Rd.</i>	35 mph
Colony Rd.	<i>North Ripon Rd. to Fulton Ave.</i>	35 mph
Colony Rd.	<i>Fulton Ave. to Jack Tone Rd.</i>	35 mph
Doak Blvd.	<i>Stockton Ave. to Vera Ave.</i>	35 mph
Doak Blvd.	<i>Vera Ave. to S. Mohler Rd.</i>	35 mph
Frontage Rd. (north of hwy 99)	<i>E. Main St. to Acacia Ave.</i>	35 mph
Frontage Rd. (north of hwy 99)	<i>Arc Way to Brady Ln.</i>	35 mph
Fulton Ave.	<i>River Rd. to Hwy 99</i>	35 mph
Goodwin Dr.	<i>Colony Rd. to Frontage Rd.</i>	35 mph
Highland Ave.	<i>West Ripon Rd. to Doak Blvd.</i>	35 mph
Hoff Dr.	<i>Santos Ave. to Colony Rd.</i>	35 mph
Jack Tone Rd.	<i>Main St. to Doak Blvd.</i>	25 mph
Jack Tone Rd.	<i>Hwy 99 to Main St.</i>	45 mph
Jack Tone Rd.	<i>River Rd. to Santos Ave.</i>	45 mph
Main St. 99 Overcrossing	<i>E. Main St. to Stockton Ave.</i>	30 mph
Main St.	<i>Vera Ave. to Jack Tone Rd.</i>	35 mph

East Main St.	<i>Manley to Hwy 99 Overcrossing</i>	35 mph
Manley Rd.	<i>Milgeo Rd. to E. Main St.</i>	35 mph
Milgeo Ave.	<i>N. Stockton Ave. to Frontage Rd.</i>	30 mph
Milgeo Ave.	<i>450 east of Cypress Point Dr. to N. Stockton Ave.</i>	30 mph
Mohler Rd.	<i>West Ripon Rd. to Doak Blvd.</i>	35 mph
North Ripon Rd.	<i>Diamond Ln. to River Rd.</i>	35 mph
North Ripon Rd.	<i>River Rd. to Milgeo Ave.</i>	35 mph
River Rd.	<i>North Ripon Rd. to Jack Tone Rd.</i>	45 mph
Robert Ave.	<i>Main St. to Doak Blvd.</i>	30 mph
Santos Ave.	<i>North Ripon Rd. to Fulton Ave.</i>	35 mph
Second St.	<i>Stockton Ave. to Wilma Ave.</i>	30 mph
Stockton Ave.	<i>Milgeo Ave. to Frontage Rd.</i>	35 mph
Stockton Ave.	<i>Second St. to Doak Blvd.</i>	35 mph
West Ripon Rd. (eastbound)	<i>Jack Tone Rd. to S. Highland Ave.</i>	35 mph
Wilma Ave.	<i>Canal Blvd. to Main St.</i>	30 mph
Wilma Ave. Hwy 99 Overcrossing	<i>Wilma Ave. to Fulton Ave.</i>	35 mph

## SECTION 2.

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

## SECTION 3.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be effective without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

## SECTION 4.

This ordinance shall become effective thirty days after its final passage and shall be published at least once within fifteen days prior to its effective date in the Ripon Record, the official newspaper of the City of Ripon.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Ripon held on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by majority vote of the council members present, further reading was waived.

On a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the foregoing ordinance was duly passed and adopted by the City Council of the City of Ripon at a regular meeting thereof held on this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote, TO WIT:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

THE CITY OF RIPON,  
A Municipal Corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor

ATTEST:

\_\_\_\_\_  
LISA ROOS, City Clerk

## DISCUSSION ITEMS



# MEMO

---

**TO:** Honorable City Council

**FROM:** Kevin Werner

**SUBJECT:** Friends of the Ripon Dog Park Memorandum of Understanding

**DATE:** February 2, 2016

The Friends of the Dog Park (Friends) are proposing a future dog park to be located on a 1.23 acre portion of City property on Doak Blvd, east of the existing animal shelter. The Dog Park Committee has met a number of times to discuss the Friends' proposal, specifically the cooperation between the City and the Friends to develop the proposed dog park site.

Attached for City Council consideration is a Memorandum of Understanding that describes the cooperation between the City and the Friends for the planning & design, construction, and operation/maintenance of the proposed dog park.

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 FRIENDS OF THE RIPON DOG PARK  
 AND  
 THE CITY OF RIPON

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the FRIENDS OF THE RIPON DOG PARK, a non-profit organization duly formed and operating under the laws of the State of California (“Friends”) and the CITY OF RIPON, a municipal corporation (“City”).

A. PURPOSE:

The purpose of this MOU is to set forth the terms and conditions under which Friends will provide volunteers and resources for the development of the City of Ripon Dog Park to be located on a 1.23 acre parcel adjacent to the City’s existing animal shelter, and more particularly described in Exhibit “A”.

B. OBLIGATION OF THE AGREEING PARTIES:

The Parties desire to work together to demonstrate financial, administrative, and managerial commitment to the efficient planning, design, and construction of the Dog Park.

C. COOPERATION:

1. Planning and Design Phase

- a. FRIENDS shall design the proposed dog park at the 1.23 acre site adjacent to the City’s existing Animal Shelter;
- b. CITY shall review and approve the Dog Park design to ensure it is in compliance with all City and State Standards and City Ordinances;
- c. CITY shall process a Minor Site Review and environmental review, as necessary, for the proposed project. FRIENDS shall provide all necessary design and project information for the City to perform its review functions;
- d. The FRIENDS are responsible to pay for the cost to construct the Dog Park, including all fencing, parking, landscaping, drinking fountains, irrigation, utilities, grading, hardscape features, habitat mitigation fees, and any other aspects of the Dog Park;
- e. The CITY is responsible to fund the necessary improvements related to the Animal Shelter that may be required, including upgrades to the existing chain link fence, security gates, and any other feature that may be required at the Animal Shelter;
- f. The CITY shall enter into a separate lease for the 1.23 acres site to the FRIENDS for the construction and operation of a Dog Park for a term of 10 years, with future extensions if mutually agreed by the Parties. If the lease is not renewed by the FRIENDS, or if Friends is in breach of the Lease, the City

shall have the option to take over the operations of the Dog Park, lease to another organization, or close the Dog Park.

2. Construction Phase

- a. The FRIENDS shall be responsible to hire the necessary contractor(s) to construct the Dog Park, parking, and associated facilities. The contractor(s) shall be approved by the City, licensed, and provide the necessary insurance, which list the CITY as an additional insured.
- b. The CITY shall be responsible for the construction of needed improvements at the existing Animal Shelter;
- c. The FRIENDS shall apply for an encroachment permit for all work within the public right of way. The CITY agrees to waive any fees associated with the encroachment permit;
- d. CITY shall provide inspection of the construction activities without charge to ensure they are in conformance with the approved design.

3. Operations and Maintenance

- a. The Dog Park shall be open to the public;
- b. The FRIENDS shall be responsible to maintain the Dog Park including mowing/edging the grass, general clean-up, adjusting/repairing sprinklers, fertilizing, or any routine maintenance or repairs that may be required to keep the park in a safe and sanitary condition, as required by City standards, for public use;
- c. The CITY shall provide the necessary insurance to cover the FRIENDS as volunteers to the CITY;
- d. The CITY shall provide the necessary insurance for the day to day operations of the Dog Park;
- e. The FRIENDS shall have the ability to hold special events at the Dog Park. For any special event, the FRIENDS will need to fill out a special event permit and provide insurance that lists the CITY as additional insured;
- f. Any naming of the Dog Park or signs recognizing donors shall be approved by the City Council;
- g. CITY shall provide non-potable water, drinking water, and storm drainage service without charge;
- h. CITY shall post all Dog Park rules and regulations, also CITY shall be responsible to enforce all Dog Park rules and regulations;
- i. FRIENDS shall be responsible for any electrical or other utility service needed at the Dog Park.

D. CONDITIONS OF AGREEMENT;

1. This MOU may only be amended by mutual consent of the parties in writing.
2. Neither Friends, nor any of its members or volunteers, shall be deemed to be officers, agents, volunteers, or employees of the City.

- 3. If the park is not kept in a safe and sanitary condition as determined by the CITY, the City shall have the right to terminate the lease.
- 4. Neither Friends, nor any of its members or volunteers, shall be liable for any injury or damage caused by any dog in any off-leash dog area.

Dated: \_\_\_\_\_

FRIENDS OF THE DOG PARK

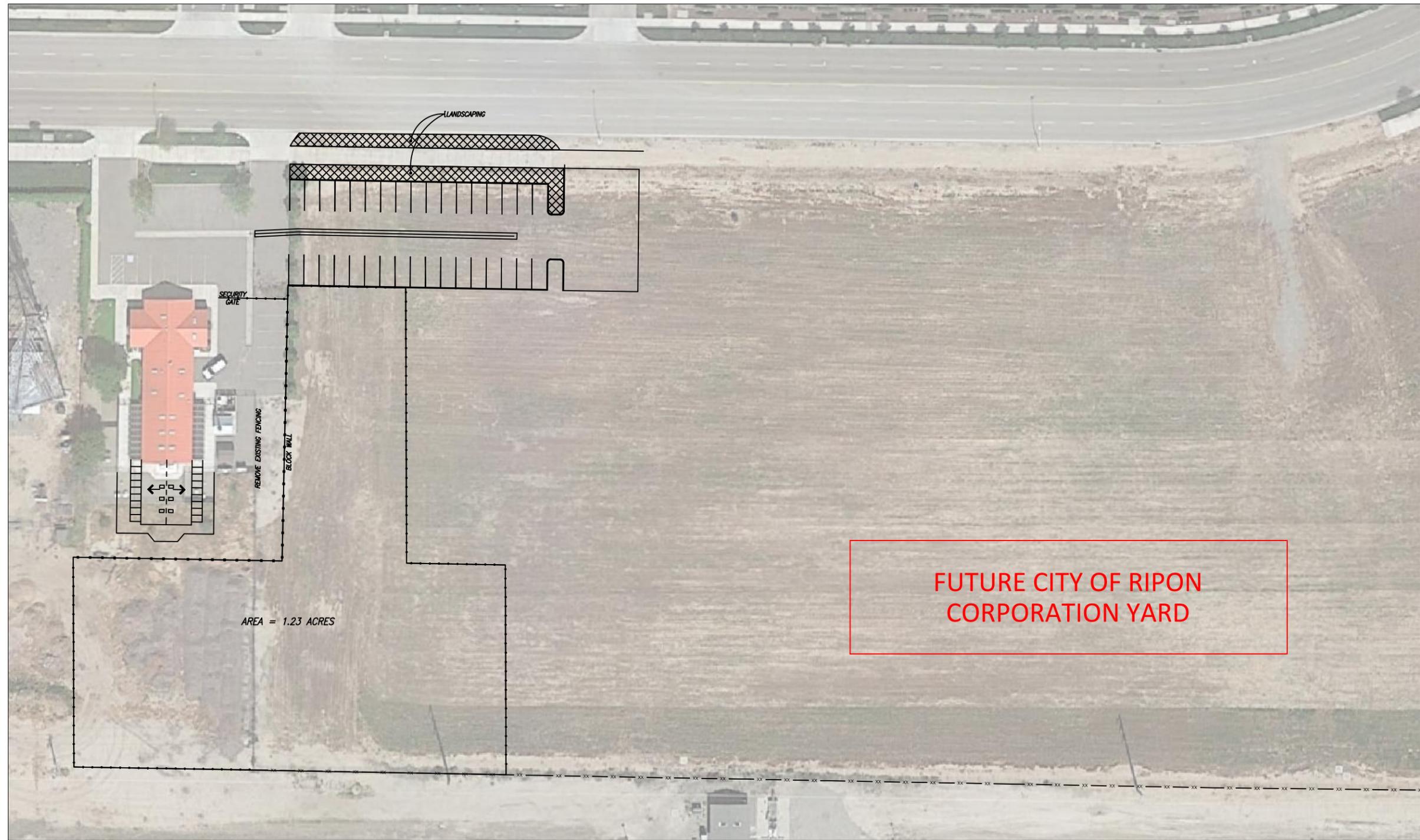
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

THE CITY OF RIPON,  
A Municipal Corporation

By: \_\_\_\_\_  
JACOB PARKS, Mayor



APPROVED BY:

CITY ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE	BY



**CITY OF RIPON**  
 259 N. WILMA AVE  
 RIPON, CA 95366  
 TELEPHONE: (209) 599-2108

JOB #:

DATE: 2015

SCALE: 1" = 30'

DRAWN BY:

CHECKED BY:

FILE #: V:\106\_City Projects\CORPYARD\dwg\DOG PARK.dwg

CITY OF RIPON

**DOG PARK  
 BOUNDARY DRAWING**

SHEET

1

OF

1



# *City Council Staff Report*

## *City Council Meeting February 9, 2016*

---

***Project Title:*** *Public Facilities Financing Plan Fee Update Process - 2016*

***Request:*** *A request for City Council to approve two proposals to kick off amending and updating the City of Ripon's Public Facilities Financing Plan (PFFP Fees).*

***Location:*** *City of Ripon – General Plan Area*

***Planner:*** *Ken Zuidervaart, Director of Planning*

---

### **Discussion:**

Approximately every five years the City of Ripon reviews and updates the City of Ripon's Public Facilities Financing Plan (PFFP). The PFFP was last updated in December of 2011 and was done in house by City Staff. The update at that time was cursory and consisted of City Staff updating master plans, land costs and construction costs. This proposed update is intended to be a comprehensive review and amendment of the City's Public Facilities Financing Plan.

The City of Ripon's Engineering department is currently working on updating the City of Ripon's Master Plans (Water, Wastewater, Storm, etc.) and part of the update proposal includes services from Mark Thomas & Company to update the City of Ripon's Master Circulation Plan. Once all of the master plans have been updated, estimated to be in May 2016 sometime, then the Financial Consultant (Goodwin Consulting Group) can commence their portion of the work. This part of the update process is anticipated to take approximately 8 months once the master plan updates are complete.

### **Fiscal Implications:**

The fiscal impact for both scopes of services will be approximately \$60,600 and will be paid out of the City's General Fund.

### **Recommended Action:**

Should the City Council agree with Staffs recommendation, the following motion would be appropriate:

“The City Council approves the attached proposals and directs staff to process the appropriate contracts for services to initiate the PFFP Fee update process.”

**Attachments:**

- A. Mark Thomas & Company's Circulation Element update proposal
- B. Goodwin Consulting Group Public Facilities Financing Plan update proposal

### City of Ripon Circulation Element Update – Scope of Services

The City of Ripon (City) has contacted Mark Thomas & Company, Inc. (MTCO) to provide a review of their the circulation element of the current General Plan (September 2006), identify any deficiencies within the network, and provide preliminary cost estimates for the roadway network upgrades necessary to correct these deficiencies. As a part of this analysis Fehr & Peers (F&P) will provide a review of the current traffic demand model outputs to identify potential deficiencies within the model. The purpose of this process will be to provide an overall programming cost (construction and soft costs) to allow the City to update their overall transportation fee program. Details of the tasks required for this analysis are listed below.

**Task 1- Project Management/Meetings-** MTCO's Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with the contracted scope, schedule and budget. This task includes performing ongoing general project management with the City and stakeholders including preparing contract paperwork, memo's, letters and e-mail, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes at the completion of the project. MTCO will also attend a total of three (3) project coordination meetings and F&P will attend a total of two (2) Meetings.

#### **Task 2 –Traffic Analysis-**

##### *Review City of Ripon Travel Demand Model*

F&P received the Cube Travel Demand Forecasting Model last week and reviewed the following networks:

- Base Year 1999 Circulation System.
- Base Year 1999 AM, PM, and ADT Volume Network.
- Future Year 2025 Circulation System.
- Future Year 2025 AM, PM, and ADT Volume Network.

F&P will review the model where needed and will determine which roadway segments are undersized based on the current configuration and future traffic needs. They will also review the model to determine if additional inputs from more current models should be considered.

Some key results that were identified are:

- The City Travel Demand Model should be updated to be consistent with the recently adopted 2014 Regional Transportation Plan (RTP) Three County (SJCOG, StanCOG, and MCAG) Travel Demand Forecasting Model
- The Base Year land use should be calibrated / validated to Existing 2015 Conditions.
- The Future Year land use should updated to 2040 Conditions.

### *Future Roadway and Intersection Improvement Analysis*

Working closely with MTCO, F&P will identify future roadway and intersection improvements necessary to serve the projected General Plan build-out volumes. This identification will rely on the City's adopted level of service (LOS) criteria. F&P will develop a list of capital improvement projects in consultation with MTCO and City Staff, drawing from the General Plan, and the Citywide Travel Demand Model.

This scope of work is based on making minor refinements in the City Travel Demand Model in terms of roadway alignment, Traffic Analysis Zones, and location of land uses. This scope of work does not include conducting intersection or roadway traffic counts. If necessary, a separate cost estimate for traffic counts will be provided.

**Task 3- Intersection Exhibits** –MTCO will prepare conceptual exhibits showing the proposed layouts of the major intersections within the City; for purposes of this scope, we will prepare exhibits for signalized intersections of a 140' Right of Way meeting a 140' Right of Way, a 102' Right of Way meeting a 140' Right of Way, a 102' Right of Way meeting a 102' Right of Way, and a 102' Right of Way meeting a 84' Right of Way. MTCO will also prepare layouts for conceptual roundabout layouts for 102' Right of Way meeting a 102' Right of Way and a 102' Right of Way meeting an 84' Right of Way. The exhibits will be a 100 Scale, 11" x 17" concept plan view of the proposed intersection using a readily available aerial photo as a background. The exhibit will include through lanes, turning lanes, bike lanes, medians/tapers, and sidewalk/crosswalk locations. Approximate right of way limits will also be shown. Roundabout concepts will be developed in "plan" view only and will be on an aerial photo background. Designs will be based on the latest FHWA and Caltrans guidance and will include a review of divergence angles, center island layout, pedestrian/bicycle crossings, and splitter island layout. Traffic information, design speed, and field conditions will be based upon readily available information; no formal traffic analysis is included. This analysis is intended to be conceptual only and no formal analysis (such as a formal Caltrans Intersection Control Evaluation) is included. We have included a total of seven (7) exhibits within this scope of work.

**COST PROPOSAL FOR PROJECT SCOPE - City of Ripon Circulation Element Update**

	MARK THOMAS & COMPANY INC. HOUR						UBCONSULTANT FEE										
	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Engineering/Survey CADD Tech	Project Coordinator	MTCO HOURS	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Engineering/Survey CADD Tech	Project Coordinator	MTCO SUBTOTAL	Fehr & Peers	SUBCONSULTANT SUBTOTAL	TOTAL FEE
								325.00	178.00	168.00	118.00	110.00	100.00				
<b>1.0 PROJECT MANAGEMENT &amp; MEETINGS</b>																	
1.1 Project Management & Meetings	2	6				3	11	\$650	\$1,068				\$300	\$2,018			\$2,018
<b>Subtotal Task 1</b>	<b>2</b>	<b>6</b>				<b>3</b>	<b>11</b>	<b>\$650</b>	<b>\$1,068</b>				<b>\$300</b>	<b>\$2,018</b>			<b>\$2,018</b>
<b>2.0 TRAFFIC ANALYSIS</b>																	
2.1 Traffic Analysis	1	4	4	6	2		17	\$325	\$712	\$672	\$708	\$220		\$2,637	\$9,930	\$9,930	\$12,567
<b>Subtotal Task 2</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>2</b>		<b>17</b>	<b>\$325</b>	<b>\$712</b>	<b>\$672</b>	<b>\$708</b>	<b>\$220</b>		<b>\$2,637</b>	<b>\$9,930</b>	<b>\$9,930</b>	<b>\$12,567</b>
<b>3.0 INTERSECTION EXHIBITS</b>																	
4.1 Intersection Exhibits		4	4	40	40		88		\$712	\$672	\$4,720	\$4,400		\$10,504			\$10,504
<b>Subtotal Task 4</b>		<b>4</b>	<b>4</b>	<b>40</b>	<b>40</b>		<b>88</b>		<b>\$712</b>	<b>\$672</b>	<b>\$4,720</b>	<b>\$4,400</b>		<b>\$10,504</b>			<b>\$10,504</b>
<b>REIMBURSEABLES</b>																	
<b>TOTAL</b>	<b>3</b>	<b>14</b>	<b>8</b>	<b>46</b>	<b>42</b>	<b>3</b>	<b>116</b>	<b>\$975</b>	<b>\$2,492</b>	<b>\$1,344</b>	<b>\$5,428</b>	<b>\$4,620</b>	<b>\$300</b>	<b>\$15,159</b>	<b>\$9,930</b>	<b>\$9,930</b>	<b>\$25,089</b>



January 4, 2016

Mr. Ken Zuidervaart  
Director of Planning  
259 N. Wilma Avenue  
Ripon, Ca. 95366  
*Via Email*

Dear Ken,

On behalf of Goodwin Consulting Group (GCG), I am pleased to provide you with this proposal to update the City of Ripon's development impact fee justification study. GCG has prepared numerous comprehensive development impact fee studies and is familiar with the City's existing fee program since GCG updated this program in 2005.

GCG is well experienced in developing impact fee programs that have withstood scrutiny from the building industry and development community. In establishing nexus and calculating impact fees, GCG considers all components that factor into a fair and objective fee program, including the cost allocation methodology, existing vs. preferred facility standards, and all available sources of funding. GCG keeps current with court cases, fee challenges, and legal opinions related to impact fees and nexus findings. In addition, GCG has been hired to conduct critical reviews of fee programs, which provides the firm with a keen understanding of the most typical weak points in a justification study.

GCG is available to commence work immediately on the project and will be able to meet the City's suggested timeline, as presented in the schedule included in this proposal. If you have any questions or comments regarding our proposal, or if you need additional information, please do not hesitate to call me. I look forward to hearing from you.

Sincerely yours,

A handwritten signature in cursive script that reads "Victor Irzyk".

Victor Irzyk  
Senior Principal



**CITY OF RIPON  
AB 1600 FEE JUSTIFICATION STUDY UPDATE**

**SCOPE OF WORK**

GCG will update the City of Ripon's development impact fee justification study to ensure that the impact fees being levied by the City are in compliance with the nexus requirements of Assembly Bill 1600 (Government Code Section 66000 et. seq.). Updated development impact fees will be calculated for the following City facilities:

- Transportation
- Water
- Wastewater
- Storm Drainage
- Parks & Recreation
- Library
- City Hall and Administration Buildings
- Police
- Corporation Yard

Pursuant to the specifications set forth in AB 1600, the final report provided by GCG will achieve the following objectives:

1. Identify the purpose of the fees being levied in the City.
2. Identify the use to which the fees will be put.
3. Determine that there is a reasonable relationship between the fees' use and the type of development on which the fees will be imposed.
4. Determine how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fees will be imposed.

Following is a summary of the tasks to be provided to ensure compliance with the requirements set forth above:

**Task 1. Kick-Off Meeting**

GCG will meet with City staff to discuss the scope of services, obtain the City's master plans, discuss facility standards and existing surpluses or deficits in facilities, and generally coordinate the work effort and schedule. GCG will also review the existing fee study with City staff to discuss various nexus methodologies, assumptions, approaches, land use categories, and considerations to make the fee study more consistent with the City's goals and policies. Based on this discussion, GCG will determine if changes in approach, methodology and/or analysis are warranted. GCG will also identify other information that will be needed from the City, such as a summary of amounts that have already been collected based on the existing fee program, facilities included in the fee program that have been constructed in past years, development agreements that will limit the amount of fees to be levied on specific developments in the City, and identification of fee credits or reimbursements that have been committed to developers that have built facilities included in the fee program.

**Task 2. Data Collection and Development**

**A. *Planning and Land Use***

GCG will coordinate with City staff to gather data about existing land uses within the City, the appropriate growth horizon for the fee update, and projections of future residential and non-residential growth in the City. GCG will discuss assumptions used in the City's General Plan and determine if the assumptions are appropriate to be used in the fee update. If needed, GCG will review projections from the Department of Finance, the local Council of Governments, and other sources to develop updated assumptions. GCG will also work with City staff to confirm the land use categories for which impact fees will be calculated, including additional nonresidential fee categories for commercial and industrial development based on expected future development in the City. This determination will start with a discussion of the categories used in the existing fee program. If, in coordination with City staff, it is determined that separate fee zones are appropriate for any facility category, GCG will work with staff to identify the boundaries for each fee zone.

***B. Review of Updated Master Plans and Technical Studies***

GCG will review all the master plans and technical and planning studies prepared in association with facilities included in the fee program and will collect all relevant planning and construction documents available from the City. GCG will coordinate with City staff to identify facilities that have already been constructed pursuant to the existing fee program and to confirm facility standards to be applied to new development.

**Task 3. Update Cost Estimates**

It is GCG understanding that City staff and/or its engineering consultants will provide an updated capital facilities plan (CIP) and cost estimates for these facilities. GCG can provide the City assistance in developing cost estimates for non-backbone facilities based on its experience with other public agencies facilities and cost estimates.

**Task 4. Fee Calculation and Analysis**

Once the list of capital improvements and their corresponding cost estimates have been identified, GCG will allocate costs based on application of the following steps:

- Identify an appropriate benefit allocation factor (i.e., trip generation, gallons per day, per person served, etc.) for each type of facility and determine the appropriate equivalent dwelling unit (EDU) factors for each land use category.
- Perform a cost allocation for each of the facilities and improvements and calculate the required cost per EDU.
- Multiply the EDU factors assigned to each land use category by the cost per EDU to determine the fee for each type of land use.

This cost allocation methodology will consider distinctions between geographic areas that may warrant a separate fee zone. In addition, the residential vs. non-residential cost allocation will be evaluated both in terms of City-defined goals and the requirements of the impact fee law. Finally, a reasonable methodology will be incorporated into the fee program to apply an annual cost of living escalator to the fees.

GCG will also work with City staff to apply current fee balances to specific facilities and to determine whether alternate funding sources exist for any facilities included in the fee program. Based on this analysis, GCG will calculate an updated impact fee for each facility that will be in compliance with AB 1600 nexus requirements. GCG will also discuss with City staff the impacts of possibly converting the City's existing nonresidential fees from a per-acre basis to the more commonly used per-building square foot basis. In addition, GCG will provide the City with a fee comparison survey of commercial/industrial impact fees for similar-sized cities in the region so that staff can see how competitive the updated draft fees are with those in other cities.

**Task 5. Draft Impact Fee Study**

GCG will summarize the impact fee calculations in a fee study that will (i) outline the nexus findings associated with calculation of the fees, (ii) provide information regarding the facilities and costs included in the calculation and the application of other funding sources, if any, (iii) identify the projections for future development that were used as a basis in calculating the fees, and (iv) identify any existing deficiencies and ensure that the cost of the facilities needed to eliminate the deficiency is not included in the fee calculation. The report will also identify the cost allocation methodology used to determine the fees and discuss the accounting, reporting, and administrative procedures that are required pursuant to the Mitigation Fee Act. GCG will provide the City with an administrative draft report for internal review, a revised draft report for public distribution, and a final report once the fees have been adopted by the City Council.

**Task 6. Presentation of Materials - Workshops**

Once the draft fee study has been completed, GCG will meet with City staff to present the fee analysis and report and solicit staff feedback. After staff comments and revisions have been incorporated into an updated fee study, GCG will then present the draft fees at two separate City workshops in order to solicit feedback from residents, stakeholders, and representatives of the development community. Based on feedback from these workshops, GCG will coordinate with City staff to determine if additional revisions will be made to the draft report before it is presented to the City Council.

**Task 7. Final Impact Fee Study and Presentation**

After incorporating changes that may result after meetings included in the prior task, GCG will produce a final fee study and present the study to the City Council. GCG will prepare a Power Point presentation summarizing the key assumptions and conclusions in the fee study.

**AB 1600 FEE JUSTIFICATION STUDY UPDATE**  
**BUDGET AND SCHEDULE**

**A. Budget**

In association with the scope of work set forth, GCG proposes a fee of \$35,500. This budget represents the maximum amount not to be exceeded. Additional consulting services beyond those included in the scope of services may be provided within the maximum budget if total hourly billings are less than the budget maximum. Alternatively, if the scope of work can be completed for less than the maximum budget, only the hours actually expended will be billed. Services will be billed on a time and materials basis using the hourly rates set forth in the table below.

<i>Goodwin Consulting Group Billing Rates</i>	
Managing Principal	\$280/Hour
Senior Principal	\$270/Hour
Principal	\$235/Hour
Vice President	\$205/Hour
Senior Associate	\$190/Hour
Associate	\$180/Hour
Analyst	\$170/Hour
Research Assistant	\$90/Hour

*\* The rates reflected above are valid through December 31, 2016, and may be adjusted thereafter.*

**Expenses**

GCG shall be reimbursed for all costs such as travel mileage, overnight delivery, and data purchases.

**Billing Structure**

GCG shall submit monthly invoices to the City providing details of services rendered and expenses incurred. Out of scope services that are requested by the client will be billed at the hourly rates listed in the table above. Meetings/presentations/workshops in excess of the six (6) included in this scope of work will be billed at a rate of \$1,000 per meeting.

**B. Schedule**

GCG proposes the following 8-month schedule for tasks associate with the update of the City’s development impact fee program and fee justification study. It should be noted that this schedule is a preliminary estimate and could be compressed, if necessary, to meet a shorter timeline. GCG estimates that a draft fee report will be completed by the end of June and the final report could be presented to the City Council in September.

<i>Schedule</i>																																			
	2016																																		
	February				March				April				May				June				July				August				September						
	Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3			
Project Initiation / Kick-off Meeting	M																																		
Review of CIP, Plans & Documents		■	■	■																															
Develop Fee Model/ Calculate Draft Fees			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■									
Review Draft Fee Report with City Staff																										M									
Revise Fees & Fee Report w/City Comments																											■								
City Staff Reviews Revised Fee Report																																			
Workshops with Stakeholders																																			
Meeting with City & Final Revisions to Fee Report																																			
Present Fee Report to City Council																																			

\* M = Meeting



# MEMO

---

**TO:** CITY COUNCIL  
**FROM:** TED JOHNSTON  
**SUBJECT:** WATER CONSERVATION  
**DATE:** FEBRUARY 3, 2016

**7. DISCUSSION ITEMS**

**NOTES:**

**C. WATER CONSERVATION**

*Discussion/Action*

Staff will report on the City's water conservation for January 2016 as compared to January 2013

The Governor has issued a number of Executive Orders related to the drought. Most recently calling for the extension of the urban water use restrictions that were set to expire on February 13, 2016 to October 31, 2016, "should the drought conditions persist through January 2016." Additionally, the State Water Resources Control Board is considering revised regulations dictating how municipalities report water conservation, specifically providing adjustments for climate and growth. Staff is planning to bring forward any changes to the current urban water use restrictions and their reporting by the State, for City Council consideration and possible action.

Attached are the current City of Ripon Water Conservation requirements. As of March 1st, the number of watering days will increase from one day per week to three days per week.

## City of Ripon Water Conservation Regulations

- Outdoor water use prohibited from 10 am to 6 pm;
- During the months of November through February, all properties within the City of Ripon with an even address are only allowed to water landscaping on Saturday;
- During the months of November through February, all properties within the City of Ripon with an odd address are only allowed to water landscaping on Sunday;
- During the months of March through October, all properties within the City of Ripon with an even address are only allowed to water landscaping on Tuesday, Thursday, and Saturday;
- During the months of March through October, all properties within the City of Ripon with an odd address are only allowed to water landscaping on Wednesday, Friday, and Sunday;
- The use of water for washing vehicles, boats, recreational vehicles, or cleaning of building exteriors is only allowed during the same outdoor watering day/time restrictions previously described and with a use of an automated shut-off nozzle on the hose;
- The use of water in fountains or other decorative water features are prohibited, except where water is used for a pond that supports aquatic life;
- Draining and refilling of pools, spas, and ponds shall only be allowed for health, maintenance or structural considerations, after approval by the Public Works Director. Request for approval must be in writing to the Director;
- No irrigation of ornamental landscapes during and 48 hours following measurable rain fall;
- It is prohibited to use water to wash driveways, sidewalks, patios, parking lots, aprons and other exterior surfaces except for sanitation, public health and safety and fire protection purposes;
- No application of water to outdoor landscaping in a manner that causes excessive runoff; excessive water use is defined as “water that leaves the property of origin in a continuous flow of any dimension for 150 feet from the property, or for more than five minutes in duration;”
- Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily and prominently displayed notice of this option;
- Restaurants and food service establishments prohibited from serving water except upon request;
- All commercial, industrial, and institutional properties that use a water supply, or any portion of the water supply, from a source other than a water supplier, shall either (1) limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week, or (2) reduce potable water usage by 25 percent for the months of June 2015 through February 2016 as compared to the amount used in the same months in 2013;
- The irrigation with potable water of landscapes outside of newly constructed homes and buildings shall be in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development;

### **Penalties:**

First violation within one year period: \$25

Second violation within a one year period: \$50

Third violation within a one year period: \$100

Any additional violation within a one year period: \$200



# MEMO

---

**TO:** CITY COUNCIL  
**FROM:** KEVIN WERNER  
**SUBJECT:** GENERAL FUND BUDGET UPDATE  
**DATE:** FEBRUARY 1, 2016

**8. DISCUSSION ITEMS**

**NOTES:**

C. GENERAL FUND BUDGET UPDATE

*Discussion/No Action*

Staff will present a mid-year General Fund Budget update.



# MEMO

---

**TO:** Honorable City Council

**FROM:** Kevin Werner

**SUBJECT:** League of California Cities Invoice

**DATE:** February 2, 2016

Please find attached an invoice for Ripon's League of California Cities membership dues for calendar year 2016. For the last eight years, the City's dues have not been increased. For 2016 the League Board of Directors authorized a 2 percent increase. The League is also requesting City Council's consideration of contributing two optional surcharges, a litigation surcharge to defray on-going litigation costs and a surcharge to fund the 2016 local streets and roads needs assessment.

I've attached to this memorandum information I received from the League regarding their request.

# INVOICE



1400 K Street, Sacramento, California 95814  
 Phone: 916.658.8200; Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

To: City Administrator  
 City of Ripon  
 259 North Wilma Avenue  
 Ripon, CA 95366

Invoice: 158745

Terms: Jan. 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amount</u>
January 4, 2016	Membership dues for calendar year 2016	\$5,617.00
	Optional litigation surcharge (4%)	\$224.68
	<b>Total Amount</b>	<b>\$5,841.68</b>
	City of Ripon	
	Official Population 14,922	

## Strategic Priorities for 2016

- Increase Funding for Critical Transportation and Water Infrastructure;
- Improve Housing Affordability; and
- Update the Local Government Tax Structure to Respond to the New Economy and Stimulate Economic Growth.

*Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

League Membership - Your Best Investment

[www.cacities.org](http://www.cacities.org)

**Please make checks payable to  
 LEAGUE OF CALIFORNIA CITIES  
 and mail to the Sacramento address above.**

LEAGUE OF CALIFORNIA CITIES

**LEAGUE MEMBERSHIP -- A GREAT INVESTMENT**

Customized Return on Investment Report  
December 2015

RIPON	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	Total
RIPON's Dues	5,507	5,507	5,507	5,507	5,507	5,507	5,507	5,617	44,166
VLF/Property Tax Swap <sup>(1)</sup>	393,951	329,590	368,691	264,535	275,851	440,888	531,526	526,576	3,131,607
Prop. 42 (local streets)	128,521	141,078	↓	↓	↓	↓	↓	↓	269,599
HUTA state taking blocked		246,940	↓	↓	↓	↓	↓	↓	246,940
HUTA and Prop. 42 protected by Prop. 22 <sup>(2)</sup>			353,920	438,557	367,570	447,235	445,902	333,618	2,386,602
Property Tax loan securitized / prohibited by Prop. 22 <sup>(3)</sup>		256,375							256,375
VLF shift prohibited by Prop. 22 <sup>(4)</sup>			64,941						64,941
SB89 VLF Shift				-57,099	-55,836	-56,901	-58,133	-59,877	-287,845
Redevelopment TI protected by Prop. 22			3,378,393						3,378,393
Redevelopment Disolution (net of ROPS) <sup>(5)</sup>				>>>	-2,027,836	<<<<	<<<<	<<<<	-2,027,836
Police Grants - Supplemental Budget									0
Pre-2004 Mandate Claims payment									
Total Return	522,472	973,982	4,165,944	645,794	-1,440,251	831,222	919,295	800,317	7,418,776
Rate of Return	95:1	177:1	756:1	117:1	-262:1	151:1	167:1	142:1	168:1

1. Net gain in revenues by virtue of the VLF/Property Tax Swap. Growth in PropTax in Lieu of VLF versus estimated growth in VLF had it remained.
2. Prop. 22 ended the Legislature's ability to borrow or delay HUTA and Prop. 42 gas tax funds.
3. Prop. 22 ended the Legislature's ability to borrow local property taxes. The FY09-10 loan was securitized. Under Prop1A('04) another borrowing could have occurred in 3 years.
4. Prop. 22 ended the Legislature's ability to shift revenue allocations from the 0.65% state Vehicle License Fee.
5. Actual redevelopment TI from RPTTF returned to affected taxing agencies other than the city through Sept 2013.

~ ~ ~ ~ ~

*Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

**League of California Cities  
2016 Dues Schedule**

For cities having a population of:				2008-2015 Dues	2016 Increase	2016 Dues
1	to	500	...	\$72	\$1	\$73
501	to	600	...	191	4	195
601	to	700	...	381	8	389
701	to	800	...	417	8	425
801	to	900	...	500	10	510
901	to	1,000	...	586	12	598
1,001	to	1,250	...	732	15	747
1,251	to	1,500	...	879	18	897
1,501	to	1,750	...	1,025	21	1,046
1,751	to	2,000	...	1,172	23	1,195
2,001	to	2,250	...	1,318	26	1,344
2,251	to	2,500	...	1,465	29	1,494
2,501	to	2,750	...	1,611	32	1,643
2,751	to	3,000	...	1,758	35	1,793
3,001	to	4,000	...	2,344	47	2,391
4,001	to	5,000	...	2,929	59	2,988
5,001	to	7,500	...	3,953	79	4,032
7,501	to	10,000	...	4,562	91	4,653
10,001	to	15,000	...	5,507	110	5,617
15,001	to	20,000	...	6,342	127	6,469
20,001	to	25,000	...	7,940	159	8,099
25,001	to	30,000	...	9,534	191	9,725
30,001	to	40,000	...	11,736	235	11,971
40,001	to	50,000	...	14,278	286	14,564
50,001	to	60,000	...	16,447	329	16,776
60,001	to	70,000	...	18,076	362	18,438
70,001	to	80,000	...	18,988	380	19,368
80,001	to	90,000	...	20,240	405	20,645
90,001	to	100,000	...	22,172	443	22,615
100,001	to	125,000	...	25,288	506	25,794
125,001	to	150,000	...	27,836	557	28,393
150,001	to	200,000	...	31,636	633	32,269
200,001	to	500,000	...	33,220	664	33,884
				<i>Plus</i> 1,585	32	1,617
				<i>per each full 10,000 of population over 200,001</i>		
500,001	to	640,000		80,637	1,613	82,250
				<i>Plus</i> 1,465	29	1,494
				<i>per each full 10,000 of population over 500,001</i>		
	Over	640,000		100,476	2,010	102,486

A bylaws provision states that no city's dues may increase by more than \$5,000.

January 6, 2016

**TO: City Managers and City Clerks in non-manager cities**

**FROM: Officers of the League of California Cities**  
Dennis Michael, President, and Mayor of Rancho Cucamonga  
JoAnne Mounce, First Vice-President, and Council Member of Lodi  
James Goodhart, Second Vice-President, and Mayor of Palos Verdes Estates  
Stephany Aguilar, Immediate Past President, and Council Member of Scotts Valley  
Chris McKenzie, Executive Director

**SUBJECT: League Dues for 2016**  
**Voluntary Surcharge to Support Vital Litigation**

---

Thank you for your City's membership in the League of California Cities. We understand the City's financial resources are precious and value your commitment to keep the League strong now, and into the future.

### **League Membership – A Great Investment**

Enclosed is your city's 2016 dues statement and related supporting documentation. The value your city derives from membership in the League of California Cities makes the payment of League dues a wise investment. Please review the enclosed customized "Return on Investment" report for your city. It reflects financial benefits your city enjoys as a direct result of the League's legislative and ballot measure advocacy. A strong and effective League is central to your city's strength and vitality.

For 2016, the Board of Directors authorized a two percent dues increase. Following an unprecedented eight year period with no increases, this year's modest adjustment reflects the board's desire to return to its pre-great recession approach of increasing dues to keep pace with inflation, ensure adequate funding to maintain the League's work program, and carry out stable and predictable adjustments that minimize the potential for significantly larger increases in the future.

### **Annual Report – Advancing the Mission**

The League is the leading voice for California cities. Working in concert with cities, partners, and coalition members, protecting local control through advocacy and education remains the cornerstone of League activities. Through numbers, the enclosed 2015 Annual Report provides an informative glimpse of the organization and the activities dedicated to advancing the League's mission. The strategies, activities and advocacy behind these numbers are made possible because of continuing commitments from cities like yours.

### **Voluntary Litigation Surcharge – Defending Local Control**

The League and city officials have invested tremendous human and financial resources over the past decade to secure meaningful constitutional protection of city revenue sources. Proposition 1A (2004) and

*Our mission is to expand and protect local control for cities  
through education and advocacy to enhance the quality of life for all Californians.*

Proposition 22 (2010) were passed with strong leadership from the League and cities to protect city revenues, but the work is not over. When legislation is enacted that attempts to erode these revenue protections and other constitutional authority of cities, defending and enforcing these protections can require litigation as a last resort.

This vital defensive strategy is expensive, but essential. Implementing this strategy is conducted at greatly reduced cost and effort when the League coordinates efforts or serves as the lead plaintiff on behalf of member cities. The alternative would be for each city or *ad hoc* groupings of cities to initiate separate lawsuits. Through the League, cities can leverage their membership and resources to challenge the state whenever it attempts to weaken the important local revenue protections and authority California cities have worked so hard to achieve and maintain.

Acknowledging the increasingly important role litigation serves for the League, the board of directors formalized a policy to maintain a Litigation Contingency Reserve Account (LCRA) funded through an optional voluntary surcharge set as a percentage of dues. Reviewed annually by the League's finance committee and board of directors, the LCRA is set at \$275,000 and is reserved to 1) cover expenses incurred from board approved litigation within a single budget year; and 2) maintain sufficient set-asides to cover expenses the League would incur if the League becomes or remains involved in board approved litigation during the following year.

In 2013 and 2014, approximately fifty-two percent of member cities voluntarily paid ten percent of their membership dues and in 2015 seventy-two percent contributed 2.4 percent of their membership dues. To date, approximately 54 percent of the surcharge collected has been used to defray litigation expenses associated with the *League of California Cities v. Matasantos* (AB 1484) and *City of El Centro, et al. v. David Lanier, et al* (SB 7). During 2016, litigation expenses are projected to be \$200,000.

To maintain the LCRA at \$275,000 and help support vital on-going litigation, the board strongly encourages each city to consider including with its 2016 dues an optional surcharge payment equal to four percent of dues. The recommended surcharge is shown on the enclosed invoice. The recommended surcharge is optional; a city may pay the base dues and enjoy all the benefits of membership. However, the board of directors sincerely hopes you will support the LCRA because of the tremendous value a coordinated litigation strategy and united front brings to your city and all cities throughout the state.

### **Conclusion – California Cities Work Together**

Through the League, all cities and all city officials have the opportunity to help shape solutions to the issues of greatest importance to our cities and the state of California. Working together, we pursue those solutions most effectively. It is important for cities to act energetically, in unison, and with renewed focus to amplify our voice in key statewide policy matters.

The board of directors encourages your enthusiastic support of and participation in the League of California Cities in 2016. We look forward to continuing our fight together to protect local control and help you provide outstanding service to the residents of your great city.

If you have any questions about this matter, please contact Norman Coppinger, director of administrative services, at [ncoppinger@cacities.org](mailto:ncoppinger@cacities.org) or 916-658-8277.

Enclosures: Dues invoice  
Return on Investment Report  
2015 Annual Report

# League of California Cities

1400 K Street, Suite 400  
 Sacramento, CA 95814  
 (916) 658-8260

# Invoice <sup>7E</sup>

Date  
 12/1/2015

Invoice No.  
 102779

City of Ripon  
 Kevin Werner, City Administrator  
 259 North Wilma Avenue  
 Ripon, CA 95366

Terms	PO No.
Net 30	

Description	Amount
2016 Local Streets and Roads Needs Assessment	200.00
<b>Total</b> <b>\$200.00</b>	

Payments/Credits	\$0.00	Balance Due	\$200.00
------------------	--------	-------------	----------

December 1, 2015

WWW.CACITIES.ORG

Kevin Werner  
City Administrator  
City of Ripon  
259 North Wilma Avenue  
Ripon, CA 95366

**Re: California Statewide Local Streets and Roads Needs Assessment Funding**

Dear Kevin:

We are writing to you today regarding a matter of utmost importance: the funding of the California Statewide Local Streets and Roads Needs Assessment.

First, a bit of background: In 2009, the League of California Cities (League) and the California State Association of Counties (CSAC) released the results of the first-ever comprehensive California Statewide Local Streets and Roads Needs Assessment. Spurred by a \$250,000 contribution toward the effort from the County of Los Angeles, cities and counties made individual financial contributions to raise over \$600,000 for the project. The initial funding allowed CSAC and the League to contract with Nichols Consulting Engineers for the development of the first report and finance a two-year update.

The resulting report turned out to be even more valuable than anticipated. For example, during the state budget crisis of 2010, the report helped stave off potential raids on state gas tax. This year, the report prompted serious discussions within the Legislature — and an extraordinary session called by Governor Brown — regarding the serious condition of California's roadway network and the need for new funding sources.

However, without your city's financial support, the statewide Local Streets and Roads Needs Assessment may be discontinued. Based on the previous two reports, we estimate each two-year update to cost \$550,000. Regional Transportation Planning Agencies will provide 50 percent of that funding. Cities and counties must provide the other 50 percent for the project to continue. An Oversight Committee composed of volunteers from League member cities, Counties and the Regional Transportation Planning Agencies supervises the Assessment effort.

To meet our fundraising goal, we are asking cities to collectively contribute \$68,750 every two years. In prior years, cities have been challenged to meet our goal. Please help us turn that trend around by contributing soon to the 2016 report.

We ask that your city contribute as much as you deem appropriate toward financing this important advocacy tool. To help you decide the appropriate amount, we offer the following suggestions:

Population of the jurisdiction	Suggested Contribution Level
Below 10,000	\$150
Between 10,000 and 25,000	\$200
Between 25,000 and 250,000	\$400
Above 250,000	\$1,000

The report's findings have been startling: The local streets and roads system faces a \$78.3 billion shortfall over the next decade. Existing funding for California's local streets and roads is just \$1.7 billion annually but \$3.3 billion is needed just to maintain the current statewide average pavement condition index (PCI) rating of 66.

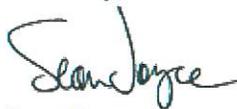
The comprehensive data provided by the Assessment has been used to advocate against and avoid significant cuts to local transportation funding over a number of state budget cycles. Budget proposals that would have been devastating to cities and counties across the state, and negatively affect the transportation network as a whole, have been thwarted by the League and CSAC with the use of this powerful tool. Most recently, it has provided the factual basis to advocate extensively for increased funding. Specifically, the League and CSAC have used the report to:

- Make presentations to key members of the Legislature (and distribute the report to the Governor, each member of the Legislature, and California's congressional delegation) and the California Transportation Commission;
- Lobby for increased revenues for cities, as proposed in the First Extraordinary Session on transportation;
- Better explain pavement conditions and funding needs to the public through media coverage;
- Create a dialogue with the California Department of Transportation (Caltrans) about the report's methodology, assumptions, and specific findings;
- Make local presentations to Boards of Supervisors and City Councils; and
- Strengthen the arguments made of numerous letters on legislation and the budget to prevent policies and budgetary decisions that would have damaged local transportation funding.

Without the Assessment it would be nearly impossible to fight the trend of funding the state highway system over local streets and roads. For it to continue to be effective in its many uses, the data in the Assessment and its findings must be updated regularly. It will require the financial support of cities to continue this important work. The schedule for contributions above is just a guideline — any and all support is appreciated. Indeed, your city's support itself sends a message to legislators about the need for improving our street and roads.

For your convenience, an invoice is included with this letter. If you have any questions, please e-mail or call Meghan McKelvey, League Staff, at [mmckelvey@cacities.org](mailto:mmckelvey@cacities.org) or (916) 658-8253. To review the results of prior reports, visit [www.savecaliforniastreet.org](http://www.savecaliforniastreet.org).

Sincerely,



Sean Joyce  
President, City Managers' Department  
League of California Cities



Timm Borden  
President, Public Works Department  
League of California Cities

cc: Ted Johnston, Public Works Director, City of Ripon



# MEMO

---

**TO:** CITY COUNCIL

**FROM:** KEVIN WERNER

**SUBJECT:** FREQUENCY OF CITY COUNCIL MEETINGS

**DATE:** FEBRUARY 3, 2016

7. **DISCUSSION ITEMS**

**NOTES:**

F. FREQUENCY OF CITY COUNCIL MEETINGS

*Discussion/Action*

City Council to discuss continuing with one City Council meeting per month or reinstating two meetings per month.