

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Vice Mayor/Chair (CM-D3) Cal Campbell

Council/Authority Members:

District 1 Luis Uribe

District 2 Rachel Hernandez

District 4 Darlene Barber-Martinez



**City of Riverbank
Regular City Council and
Local Redevelopment Authority
Board Hybrid Meetings
(Virtual via ZOOM)**

Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



AGENDA

TUESDAY, JULY 26, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

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

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

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

7. PRESENTATIONS (Informational only)

Item 7.1 **Environmental Justice Project-** City Council to receive a final presentation from CivicSpark Fellow Zoe Jonick on what has been accomplished over this last year and a recommendation for the future.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

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

9. CONSENT CALENDAR

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

Any documents that are not privileged or part of a Closed Session provided to a majority of the City Council/LRA Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office 6707 Third St., Suite A, Riverbank.

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- Item 9.1** Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.
- Item 9.2** Approval of the June 28, 2022 City Council and Local Redevelopment Authority Board Minutes.
- Item 9.3** Adopt a Resolution Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361- Allowing the City to Continue a Hybrid Virtual Meeting Environment.
- Item 9.4** Adopt a Resolution to Award Bid for the Parks Landscaping Maintenance Contract to Grover Landscaping, Inc.
- Item 9.5** Adopt a Resolution Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the Human Resources Analyst Position from Range 128 to Range 146.
- Item 9.6** Adopt a Resolution Authorizing an Additional Appropriation of \$16,675 from the Community Facilities District (CFD) to Purchase New Kubota Compact Track Loader to Maintain Storm Drain Basins.
- Item 9.7** Adopt a Resolution Awarding a Contract for Executive Recruitment Services to Mosaic Public Partners for the Recruitment of an Assistant City Manager and Public Works Director, Authorizing the City Manager to Finalize & Execute said Contract, and Allocate \$50,000 from the General Fund Reserve.

10. PUBLIC HEARINGS

- Item 10.1** **General Plan Amendment 01-2021 and Rezone 02-2021 (Dept. File #21- 0024) – Pocket Avenue Senior Apartment Complex – 3318 Pocket Avenue (APN 075-090-063).** The applicant requests a General Plan Amendment to modify the existing Low Density Residential (LDR) land-use designation to High Density Residential (HDR) and to rezone the existing Single Family Residential (R-1) site to Planned Development (PD) for a proposed 40-unit senior apartment complex on 2.01 acres. The subject site is 3318 Pocket Avenue. Pursuant to the California Environmental Quality Act, the proposed Project is exempt pursuant to CEQA Guidelines Section 21159.21 (a-j) **Exemption for Qualified Housing Projects** – It is recommended that the City Council listen to the presentation, take public comment, and consider approving the Ordinance and Resolution (Attachments 1 and 2) for the Pocket Avenue Senior Housing Project General Plan Amendment and Rezone.

11. NEW BUSINESS

Item 11.1 **Authorize the City Manager to execute task order authorization to the City's On-Call Utility Engineer for preparation of an updated water master plan**-It is recommended that the City Council authorize the City Manager to execute a task order authorization to the City's on-call Utility Engineer Kjeldsen, Sinnock & Neudeck, Inc. (KSN) to prepare an updated water master plan for the City.

Item 11.2 **Designation of a Voting Delegate and Alternate(s) to Attend the 2022, League of California Cities Annual Conference** – It is recommended that City Council designate Members of the Council as the Voting Delegate, plus one or two alternates. They will attend the 2022 League of California Cities Annual Conference and Expo, to be held in Long Beach on September 7 – 9, 2022, and to participate in the Annual Business Meeting for the consideration of resolutions that establish Cal Cities policy. The City Council is to ratify the designations by roll call vote.

12. COMMENTS/REPORTS

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

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION – No Items Scheduled.

14. ADJOURNMENT

- The next regular City Council meeting will be on August 23, 2022 at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North and South City Hall and The Riverbank Community Center public exterior bulletin boards, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this July 21, 2022

/s/ *Gabriela Hernandez, City Clerk*



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact

the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

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



TELECONFERENCE/VIRUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR THE HYBRID CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT AS AMENDED BY SB 361

PUBLIC “LIVE” VIEWING

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

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

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

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

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

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

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/87241543229>

- Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 872 4154 3229**
- Join by telephone: **1 669 900 9128 or 1 346 248 7799, plus Webinar ID: 872 4154 3229**

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

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	July 26, 2022
Subject:	Final Presentation on Environmental Justice Project
From:	Marisela Garcia, City Manager
Submitted by:	Donna Kenney, Planning & Building Manager

RECOMMENDATION

City Council to receive a final presentation from CivicSpark Fellow Zoe Jonick.

BACKGROUND

Zoe Jonick is the CivicSpark Fellow who, for the past year, has been working with the Planning Department in coordination with the California Health Collaborative on the Environmental Justice Element as part of the General Plan Update process. She provided the Council with a brief presentation on her work progress in February 2022. She is approaching the end of her one-year term with the City and will present her final report on what she has accomplished and a recommendation for the future.

FINANCIAL IMPACT

The Civic Spark Fellow was being funded by a 2021 REAP (Regional Early Action Planning) Grant through StanCOG.

ATTACHMENTS

None.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 26, 2022
Subject:	Waiver of Readings
From:	Marisela H. Garcia, Interim City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

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

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 26, 2022
Subject:	Approval of the June 28, 2022 City Council and Local Redevelopment Authority Board Minutes
From:	Marisela H. Garcia, Interim City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of June 28, 2022, as presented.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. The June 28, 2022 City Council and Local Redevelopment Authority Board Minutes.

CITY COUNCIL / LRA BOARD

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



**City of Riverbank
Regular City Council and
Local Redevelopment Authority
Board Hybrid Meetings
(Virtual via ZOOM)**

Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



MINUTES

TUESDAY, JUNE 28, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. CALL TO ORDER - Mayor / Chair Richard D. O'Brien called the meeting to order at 6:02 p.m.

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

3. INVOCATION – Reverend Randy Richardson provided the invocation.

4. ROLL CALL

Members of the City Council / Local Redevelopment Authority Board present in the Chamber:

Council Member / Authority Member District 1 Luis Uribe
Council Member / Authority Member District 2 Rachel Hernandez
Council Member / Authority Member District 4 Darlene Barber-Martinez
Vice Mayor / Vice Chair (CM-D03) Cal Campbell
Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

Mayor O'Brien stated that Item 10.1 Public Hearing and Item 11.2 will be pulled from the Agenda at this time.

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

Mayor Richard D. O'Brien and Councilmember District 4 Darlene Barber-Martinez declared a conflict of interest with Agenda Item 10.6 Crossroads Landscaping and Lighting District due to residing within the Crossroads Landscaping and Lighting District.

7. PRESENTATIONS (Informational only)

Item 7.1 **Homeless Action Plan** - City Council to receive a presentation from Stanislaus Homeless Alliance Chairperson Brad Hawn on the Homeless Action Plan; no action is requested at this time.

City Council received notification of presenter Brad Hawn not able to attend and would have to reschedule at a later date.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Mayor O'Brien opened Public Comment at 6:06 p.m.

Individuals who Spoke in opposition of the River Walk Project

Jamie Eggers
Karen Conrotto

There being no further public comments, Mayor O'Brien closed the Public Comment period at 6:09 p.m.

9. CONSENT CALENDAR

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

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

Item 9.2 Approval of the June 14, 2022 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 **Resolution 2022-081** Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Hybrid Virtual Meeting Environment.

Item 9.4 Approve a correction to Appendix A of the Memorandum of Understanding between the City of Riverbank and the Northern California District Council of Laborers and its affiliate, Construction, Production & Maintenance Laborers Local Union, AFL:CIO #1130 to correctly reflect employee pay scales effective July 1, 2022, and Authorize City Manager or Human Resources Analyst to make correction. Correction consists of replacing current version of Appendix A with an updated version of Appendix A to correctly reflect employee pay scales.

ACTION: By motion moved and seconded (Uribe/ Campbell / 5/0)

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

10. PUBLIC HEARINGS

Item 10.1 **General Plan Amendment 01-2021 and Rezone 02-2021 (Dept. File #21-0024) – Pocket Avenue Senior Apartment Complex – 3318 Pocket Avenue (APN 075-090-063).** The applicant requests a General Plan Amendment to modify the existing Low Density Residential (LDR) land-use designation to High Density Residential (HDR) and to rezone the existing Single Family Residential (R-1) site to Planned Development (PD) for a proposed 40-unit senior apartment complex on 2.01 acres. The subject site is 3318 Pocket Avenue. Pursuant to the California Environmental Quality Act, the proposed Project is exempt pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects – *Staff recommends no action be taken for this item. City staff discovered a public notice irregularity. To ensure the project is in strict conformance with State public noticing laws, staff will re-notice the item and it will be rescheduled to be heard during a duly noticed public hearing on July 26, 2022.*

Mayor O'Brien stated that this Public Hearing item has been pulled from the agenda.

Public Comment Opened at 6:10 p.m.

Mary Rosales spoke in opposition of the Pocket Project.

Mayor O'Brien Closed Public Comment at 6:13pm

Item 10.2 **Two Resolutions for Consolidated Landscaping & Lighting District to: 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023** - It is recommended that the City Council adopt the Resolutions corresponding to Consolidated District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2022/2023.

City Manager Garcia presented a comprehensive staff report and Power Presentation on items 10.2 through 10.5 of the Public Hearing for the Landscape and Lighting Districts.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Barber-Martinez/Uribe/ 5/0) to adopt **City Council Resolution 2022-082 & 2022-083** to 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2021/2022*

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

Item 10.3 **Two Resolutions for Ridgewood Place Landscaping & Lighting District to: 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023** - It is recommended that the City Council adopt the Resolutions corresponding to Ridgewood Place District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2022/2023.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Barber-Martinez/ Uribe/5/0) to adopt **City Council Resolution 2022-084 & 2022-085** to 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023*

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

Item 10.4 **Two Resolutions for River Cove Landscaping & Lighting District No.1 to: 1) and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023** - It is recommended that the City Council adopt the Resolutions corresponding to River Cove District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2022/2023.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Barber-Martinez/Uribe / 5/0) to adopt **City Council Resolution 2022-086 & 2022-087** to 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023*

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

- Item 10.5** **Two Resolutions for Sierra Vista Estates Landscaping & Lighting District to: 1) and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023** - It is recommended that the City Council adopt the Resolutions corresponding to Sierra Vista Estates District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2022/2023.

City Council discussed the item with staff.

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

- ACTION:** *By motion moved and seconded (Barber-Martinez/Uribe /5/0) to adopt **City Council Resolution 2022-088 & 2022-089** to 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023.*

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

- Item 10.6** **Two Resolutions for Crossroads Landscaping & Lighting District to: 1) and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023** - It is recommended that the City Council adopt the Resolutions corresponding to Crossroads District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2022/2023.

Mayor O'Brien and Councilmember Barber- Martinez recused themselves from the dais at 6:20pm

Vice Mayor Campbell presided over the meeting

City Manager Garcia presented a comprehensive staff report and Power Point Presentation on Item 10.5 of the Public Hearing- Crossroads Landscape & Lighting District to 1) and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for

Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023.

City Council discussed the item with staff.

Vice Mayor Campbell Opened Public Comment at 6:22pm, there being no public comments, Vice Mayor Campbell closed public comment at 6:23pm and brought the item back to the City Council.

ACTION: *By motion moved and seconded (Uribe/Hernandez/3/0) to adopt **City Council Resolution 2022-090 & 2022-091** to 1) Amend and/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2022/2023; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2022/2023.*

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

Mayor O'Brien returned to preside over the meeting at 6:23pm

Item 10.7 **A Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Riverbank Storm Drain Benefit Assessment District No. 2006-01 (Heartlands) for Fiscal Year 2022/2023** - It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2022/2023.

City Manager Garcia presented a comprehensive staff report and Power Point Presentation on Ordering the Levy and Collection of Assessments Within the Riverbank Storm Drain Benefit Assessment District No. 2006-01 (Heartlands) for Fiscal Year 2022/2023.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Barber-Martinez/Uribe/5/0) to adopt **City Council Resolution 2022-092** to Ordering the Levy and Collection of Assessments Within the Riverbank Storm Drain Benefit Assessment District No. 2006-01 (Heartlands) for Fiscal Year 2022/2023*

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

Item 10.8 **A Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Sterling Ridge Benefit Assessment District for Fiscal Year 2022/2023** - It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2022/2023.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Campbell/Uribe/ 5/0) to adopt **City Council Resolution 2022-093** to order the Levy and Collection of Assessments Within the Sterling Ridge Benefit Assessment District for Fiscal Year 2022/2023*

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

Item 10.9 **A Resolution Adopting the Fiscal Year 2022-2023 Annual Operating Budget** – It is recommended that the City Council consider adopting a Resolution approving the Fiscal Year 2022-2023 Annual Operating Budget.

Assistant Finance Director Alcantor presented a comprehensive staff report and Power Point Presentation recommending City Council approve the resolution to adopt the Annual Operating Budget for the Fiscal Year 2022-2023.

City Council discussed the item with staff.

Mayor O'Brien opened Public Comment at 6:47p.m.

There being no public comments, Mayor O'Brien closed Public Comment at 6:49 p.m. brought the item back to the City Council.

ACTION: *By motion moved and seconded (Uribe/ Campbell/5/0) to adopt **City Council Resolution 2022-094** to adopt and approve the Fiscal Year 2022-2023 Annual Operating Budget.*

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

Local Redevelopment Authority

Item 10.10 **A Resolution Adopting the Proposed Fiscal Year 2022-2023 Local Redevelopment Authority (LRA) Board Budget** - It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and approve the Proposed Fiscal Year 2022-2023 LRA Budget.

Administrative Analyst Holdaway presented a comprehensive staff report and PowerPoint Presentation recommending that the Redevelopment Authority Board approve the Resolution to adopt the proposed Fiscal Year 2022-2023 Local Redevelopment Authority (LRA) Board Budget.

The Redevelopment Authority Board Chair O'Brien opened Public Comment at 6:53 p.m.

There being no public comments, Chairperson O'Brien closed public comment at 6:54 p.m. and brought the item back to the Redevelopment Authority Board.

ACTION: *By motion moved and seconded (Barber-Martinez/Uribe/5/0) to adopt **Local Redevelopment Authority Resolution 2022-001** to approve the Proposed Fiscal Year 2022-2023 Local Redevelopment Authority (LRA) Board Budget.*

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

11. NEW BUSINESS

Item 11.1 **A Resolution of the City Council of the City of Riverbank, California, approving a Subdivision Improvement Agreement for Countryside III with McRoy Wilbur Communities and Authorizing the City Manager to Execute the Agreement** - It is recommended that the City Council consider the attached resolution approving the Subdivision Improvement Agreement with McRoy Wilbur Communities for Countryside III and directing the City Manager to execute the agreement.

Building & Planning Manager Kenney presented a comprehensive staff report recommending City Council approve the Subdivision Improvement Agreement for Countryside III with McRoy Wilbur Communities and Authorize the City Manager to execute such agreement.

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

ACTION: *By motion moved and seconded (Campbell/ Uribe/5/0) to adopt **City Council Resolution 2022-095** to approve the Subdivision Improvement Agreement for Countryside III with McRoy Wilbur Communities and Authorizing the City Manager to Execute the Agreement*

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

Item 11.2 **A Resolution Approving Final Map 02-2022 Countryside III – APN: 062-022-020** – It is recommended that the City Council approve the Final Map (“FM”) for McRoy Wilbur Communities and Countryside III based on the required finding that the map is in conformity with the provisions of subdivision law and city code.

Building & Planning Manager Kenney stated that this item has been removed from the agenda at the request of the developer and will be brought back for consideration before City Council at later time.

City Council discussed the item with staff.

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

Item 11.3 **A Resolution of the City Council of the City of Riverbank, California, to Approve a Subdivision Improvement Agreement for Crossroads West Unit 2 with DMG Development, LP and Authorizing the City Manager to Execute the Agreement** - It is recommended that the City Council consider the attached resolution approving the Subdivision Improvement Agreement with DMG Development, LP for Crossroads West Unit 2 and directing the City Manager to execute the agreement.

Building & Planning Manager Kenney presented a comprehensive staff report recommending that the City Council consider and approve a Resolution and Subdivision Improvement Agreement with DMG Development, LP for Crossroads West Unit 2 and directing the City Manager to execute the agreement.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Barber-Martinez/O'Brien/5/0) to adopt **City Council Resolution 2022-096** to approve a Subdivision Improvement Agreement for Crossroads West Unit 2 with DMG Development, LP and Authorizing the City Manager to Execute the Agreement*

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

Item 11.4 **A Resolution Approving the Final Map (“FM”) for DMG Development, LP and Crossroads West Unit 2 APN: 074-010-006** – It is recommended that the City Council approve the Final Map (“FM”) for DMG Development,

LP and Crossroads West Unit 2 APN: 074-010-006 based on the required finding that the map is in conformity with the provisions of subdivision law and city code.

Building & Planning Manager Kenney presented a comprehensive staff report recommending that the City Council approve the Final Map ("FM") for DMG Development, LP and Crossroads West Unit 2 APN: 074-010-006 based on the required finding that the map is in conformity with the provisions of subdivision law and city code.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Campbell/Uribe/5/0) to adopt **City Council Resolution 2022-097** to approve the Final Map ("FM") for DMG Development, LP and Crossroads West Unit 2 APN: 074-010-006*

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

Item 11.5 **A Resolution Expressing Support of St. Frances of Rome Church Harm Reduction Program** – It is recommended that the City Council receive the presentation on the St. Francis of Rome Harm Reduction Program and approve the Resolution expressing support.

Building & Planning Manager Kenney presented a comprehensive staff report and Power Point Presentation recommending that the City Council express their support of the St. Frances of Rome Church Harm Reduction Program.

City Council discussed the item with staff.

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

ACTION: *By motion moved and seconded (Uribe/Campbell/5/0) to adopt **City Council Resolution 2022-098** on the St. Francis of Rome Harm Reduction Program and approve the Resolution expressing support.*

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

Item 11.6 **A Resolution Approving a Master Property Tax Revenue Agreement between the City of Riverbank and Stanislaus County and Authorizing the City Manager to Finalize and Execute Said Agreement** - It is recommended that the City Council consider adopting a Resolution

approving a Master Property Tax Revenue Agreement with Stanislaus County and authorizing the City Manager to finalize and execute this agreement.

City Manager Garcia presented a comprehensive staff report and Power Point Presentation on Master Property Tax Revenue Agreement between the City of Riverbank and Stanislaus County.

City Council discussed the item with staff.

Mayor O'Brien opened public comment at 7:26 p.m.

There being no public comments, Mayor O'Brien closed public comment at 7:26pm and brought the item back to the City Council.

ACTION: *By motion moved and seconded (Barber-Martinez/ Uribe/5/0) to adopt **City Council Resolution 2022-099** to approve a Master Property Tax Revenue Agreement between the City of Riverbank and Stanislaus County and Authorizing the City Manager to Finalize and Execute Said Agreement*

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

12. COMMENTS/REPORTS

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

Item 12.1 Staff

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

- Thanked Interim City Clerk Kathy Teixeira for her time and her help with new procedures and processes to help our Staff.*
- Thank you to all the Sponsors and Volunteers for the Centennial Picnic & Car Show.*

Chief Ridenour advised the City Council and public on the following:

- Plans for Fourth of July and the use of illegal fireworks. This year Riverbank Police Services will be using a phone application called "Nail Em" to help citizens report the use of illegal fireworks directly to Police Services. Illegal fireworks are anything that leaves the ground or explodes. Extra patrol will be enforced this weekend looking out for fireworks. Citations of \$1,000 will be enforced.*
- Please call non-emergency dispatch (209) 552-2472 for illegal fireworks.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- *Thank you to Gaby and the City Staff for all their hard work on the Centennial Picnic and Car Show. It was a fun time to help set up.*

Councilmember Uribe reported on the following:

- *Meet & Greet with the City Manager and Councilmember Uribe on Thursday, June 30th at 8:45 a.m. at Perko's Café give residents an opportunity to come and share their concerns and ideas.*
- *Will be attending a briefing on priority bills through Assembly and Senate held through the League of California Cities.*
- *Congratulations to our very own Planning Commissioner, John Dinan who was appointed to the California Senior Legislative Assemblyman.*

Councilmember Barber-Martinez reported on the following:

- *Disappointed that Brent wasn't here to present on the Regional Homeless Plan, she was very excited to hear about the program and the objectives that it will have and the proposed outcomes.*
- *Along with Councilmember Hernandez attended the Growth, Prosperity, Inclusion which is the economic plan of where we as a community in Stanislaus County what we want to look like in 2030, looking at Economic Prosperity.*
- *Safe and Sane Fireworks sale starts today, June 28th.*
- *Bike Rodeo will be on July 13th location has changed to Third Street from 5:30 p.m. to 8:00 p.m. due to the street improvements happening on Santa Fe Street.*
- *Thank you to Councilmember Hernandez for her help at the Picnic and car Show.*

Vice Mayor Campbell reported on the following:

- *Thank you to the Centennial Committee for all their work on the Centennial Events. They have all been very successful. The City fire engine came in 3rd place. There will be one more event in August, hoping more community comes out to enjoy and celebrate. Will do our best to promote and market the events more to our community.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- *The City received grand jury report. There are nine items the city has to respond on, one of them being Homelessness.*
- *Stanislaus Regional Transit Authority will be here on July 13th at the Scout Hall, looking for route changes in bus stops. Please get the word out to have community attendance and involvement.*
- *Visited the Pentagon while in Washington D.C. and read our letter to Secretary Kramer regarding the Conveyance on the Ammunition Plant. The Conveyance is to take place in April of 2023, we hope to move forward.*

13. CLOSED SESSION

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

Item 13.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code § 54956.8)
Property: 6436 Oakdale Road, Riverbank (APN 075-026-040)
Agency Negotiator: City Manager Marisela H. Garcia
Property Negotiator: High, Price & Leffler Associates
Under Negotiation: Price, terms of payment, or both.

At 7:44 p.m. Mayor O'Brien asked whether there was anyone wishing to speak on the items listed on the Closed Session Agenda: there being none, Mayor O'Brien adjourned the City Council to closed session at 7:44p.m.

14. RECONVENE – REPORT FROM CLOSED SESSION

Mayor O'Brien reconvened the meeting at 8:06 p.m.

Item 14.1 Report from Closed Session on **Item 13.1**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54956.8)
Property: 6436 Oakdale Road, Riverbank (APN 075-026-040)
Agency Negotiator: City Manager Marisela H. Garcia
Property Negotiator: High, Price & Leffler Associates
Under Negotiation: Price, terms of payment, or both.

*Mayor O'Brien reported direction had been provided to staff on Item 13.1
CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government
Code § 54956.8) Property: 6436 Oakdale Road, Riverbank (APN 075-026-040) to*

14. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 8:06 p.m. to the next regular scheduled City Council / LRA Meeting of July 26, 2022.

ATTEST: (Adopted 07/26/2022)

APPROVED:

Gabriela Hernandez
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 26, 2022
Subject:	Adopt a Resolution Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Hybrid Virtual Meeting Environment
From:	Tom Hallinan, City Attorney
Submitted by:	Tom Hallinan, City Attorney

RECOMMENDATION

Staff recommends Council adopt a Resolution authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Allowing the City to Continue a Virtual Meeting Environment.

SUMMARY

NOTE: This report is generally the same staff report presented at the January 25, 2022 Council meeting. As the resolution only extends the allowance for teleconferenced meetings for a 30-day period it is necessary to re-agendize this item for approval.

On September 16, 2021 Governor Newsom signed Assembly Bill ("AB") 361 which allows cities to continue to meet remotely during proclaimed states of emergency under modified Ralph M. Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders temporarily suspending provisions of the Brown Act. On September 20, 2021, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021. Over the past year, City Council meetings have been held with virtual teleconference components.

AB 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a local legislative body holds a meeting during a declared state of emergency by the governor and when state of local health officials have imposed or recommended measures to promote social distancing.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variant has surged in California, the Legislature has taken action to extend the COVID-19 exceptions to the Brown Acts' teleconference requirements, subject to some additional safeguards. AB 361 allows a local agency to use teleconferencing without complying with the Brown Act provisions in any of the following circumstances:

- The local legislative body holds a meeting during a proclaimed state of emergency by the governor, and state or local officials have imposed or recommended measures to promote social distancing.
- The local legislative body holds a meeting during a proclaimed state of emergency by the governor for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The local legislative body holds a meeting during a proclaimed state of emergency by the governor and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to do all of the following, in addition to giving notice of the meeting and posting agendas as required under the Brown act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a

service disruption can be challenged under the Brown Act's existing challenge provisions).

- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

AB 361 also provides that if a local agency conducts teleconference meetings in reliance on AB 361, the local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options" consistent with Executive Order N-29-20. AB 361 contains an urgency clause which became effective upon signing with a sunset of January 1, 2024. However, shortly after signing AB 361, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021.

At the October 12th City Council meeting, Council considered whether or not to continue with the hybrid meeting format. During that meeting difficulties were experienced in receiving a specific comment on an agenda item. As such, the Council chose to only extend the hybrid meeting allowance for 2 weeks to determine alternate options for accepting comments or dealing with technical issues. **At the October 26, 2021 Council meeting staff gave out the phone number at the dais for any member of the public that had technical issues providing comment by zoom. Two comments were received via this method, if this resolution is approved staff will continue with this measure until it is no longer needed.** Staff is currently in the process of soliciting bids for technological upgrades to the Council Chamber technology setup which will provide improved ability for hybrid and streamed meetings.

Alternatively, the Council could choose to no longer allow hybrid meetings in which case Councilmembers would attend in person or would have to follow the original Brown Act requirements for a remote meeting (public posting etc.). Some local communities still live stream meetings but do not allow remote public comment as an option.

If the Resolution is adopted the City Council will continue to hold in person meetings with a virtual hybrid component. The City Council will revisit the need to conduct

meetings remotely within 30 days of the adoption of this Resolution, it is staff's intention to reevaluate options for hybrid meetings during that time period for future Council consideration.

FINANCIAL IMPACT

None at this time.

ATTACHMENTS

1. Draft City Council Resolution 2022-
2. Letter from Stanislaus County Public Health Officer
Re: Social Distancing Recommendation

CITY OF RIVERBANK**RESOLUTION 2022-****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY AND AUTHORIZING
REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES
OF THE CITY OF RIVERBANK PURSUANT TO ASSEMBLY BILL 361 AND
BROWN ACT PROVISIONS**

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

WHEREAS, the City Council of the City of Riverbank (the “City”) is committed to preserving public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill (“AB”) 361, amending Government Code section 54953, subdivision (e) to allow for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for remote teleconferencing participation in meetings by members of a legislative body is that a state of emergency is declared by the Governor, pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, the Stanislaus County Public Health Officer issued an order on September 2, 2021 regarding the highly transmissible Delta Variant and recommending face coverings indoors; and

WHEREAS, there has been a significant increase in COVID-19 cases in Stanislaus County due primarily to the Delta variant of SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and can be spread by fully vaccinated individuals; and

WHEREAS, as a consequence of the declared emergency, the City Council does hereby find that the legislative body of the City shall conduct their meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by Section 54953, subdivision (e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Section 54953, subdivision (e)(2); and

WHEREAS, pursuant to Government Code section 54953, subdivision (e)(3), in order to continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3), the City Council shall, not later than 30 days after teleconferencing for the first time pursuant to this Resolution, and every 30 days thereafter, make the following findings by majority vote: The legislative body has reconsidered the circumstances of the state of emergency and any of the following conditions exist: (1) the state of emergency continues to directly impact the ability of the members to meet safely in person or (2) state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City reserves the option to hold in-person meetings, consistent with local health officer directives, or to continue a practice of remote meetings that still allow multiple options for public participation.

**NOW, THEREFORE, THE CITY OF COUNCIL OF THE CITY OF RIVERBANK
DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The City Council hereby proclaims that a local emergency exists throughout the City, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of COVID-19 in Stanislaus County and the state, such that the City reserves the right to continue virtual meetings or conduct in-person meetings, consistent with local health guidance or duly issued orders.

Section 3. Remote Teleconference Meetings. The legislative body and designees of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 30, 2021, or (ii) such time the City Council makes a subsequent finding by majority vote in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez
City Clerk

APPROVED:

Richard D. O'Brien
Mayor



ATTACHMENT 2
HEALTH SERVICES AGENCY

Public Health Services
917 Oakdale Road, Modesto, CA 95353

Julie Vaishampayan, MD, MPH
Public Health Officer

Phone: 209.558.8804 Fax: 209.558.7286
www.hsahealth.org

September 22, 2021

To Whom It May Concern:

I recommend that physical/social distancing measures be practiced throughout our Stanislaus County communities to minimize the spread of COVID-19, including implementation of the newly enacted AB 361 to maintain social distancing by legislative bodies of our local agencies. This recommendation is made due to the continued threat of COVID-19 to the community.

I will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation.

Julie Vaishampayan, MD, MPH
Public Health Officer
Stanislaus County

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT

Meeting Date:	July 26, 2022
Subject:	Resolution to Award Bid for the Parks Landscaping Maintenance Contract
From:	Marisela Garcia, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review the bids for the parks landscape maintenance contract and consider awarding the bid to Grover Landscaping, Inc.

SUMMARY

The Parks and Recreation Department put the non-landscape and lighting district park landscape maintenance contract out to bid in April, 2022. Staff is seeking City Council approval to award the low bid to Grover Landscape, Inc.

BACKGROUND

In March of 2022, the city received a letter from Grover Landscaping, Inc. stating that they would need to increase their contracted services due to inflationary pressures. It had been over 5 years since this service was put out to bid and it was determined this would be a good time to obtain new quotes for the service.

In April, 2022 letters were sent out to potential landscape companies. Only two complete bids were received and the bids were as follows:

Silva Landscaping: \$165,180
Grover Landscape: \$129,180

Although this cost is much higher than our previous contract, there were no cost increases during the previous five-year contract and the Parks and Recreation Department is satisfied with the services provided within our non-landscaping and lighting district parks.

The Parks and Recreation Director and the Parks Supervisor met with Mark Grover and discussed the overall contract and expectations for the new contract.

STRATEGIC PLAN

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

FINANCIAL IMPACT

The financial impact of this landscape maintenance contract is \$129,180 annually from the City General Fund.

ATTACHMENTS

1. Draft City Council Resolution 2022-
2. Draft Grover Landscape Maintenance Contract

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE AWARD OF THE PARKS LANDSCAPE MAINTENANCE
CONTRACT TO GROVER LANDSCAPE, INC.**

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

WHEREAS, the City Parks and Recreation Department oversee the landscape maintenance services for the non-lighting and landscape park areas within the city; and

WHEREAS, from time to time, to ensure the city is securing services in the most cost-effective way, bids are obtained and contracted service costs are updated; and

WHEREAS, in April 2022, updated Park Landscape Maintenance bids were obtained; and

WHEREAS, Grover Landscape, Inc. submitted the lowest bid of \$129,180 as outlined in the attached **Exhibit A** Park Landscaping Contract and scope of services; and

WHEREAS, the Parks and Recreation Department has been satisfied with the services provided by Grover Landscape, Inc. for many years; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby: Approve the Landscape Maintenance Contract with Grover Landscape, Inc. in the amount of \$129,180 annually.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Grover Landscape Park Maintenance Contract

**CITY OF RIVERBANK
PROJECT: LANDSCAPE SERVICES**

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2022, by and between the City of Riverbank, a California municipal corporation ("City") and Grover Landscaping Services, Inc., ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

A. Contractor is a duly qualified, licensed contractor, with Contractor License Number #333345.

B. Pursuant to Labor Code section 1725.5, Contractor is registered with the Department of Industrial Relations of the State of California ("DIR"), with Public Works Contractor Identification Number *1000000539.

C. The City Manager, Public Works Director or Finance Director, as authorized under Riverbank Municipal Code section 33.16, finds that is necessary and desirable to employ the services of Contractor to perform construction work on the above referenced project (the "Project").

D. Contractor proposes to provide Landscaping services to City, a description of which is attached hereto as **Exhibit A** ("Services"). The Services shall include a schedule for providing the Services and a description of the rate and method of payment to Contractor for its performance of the Services under this Agreement ("Compensation").

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

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Sections 1 through 20 shall control.

Section 2. Term. The term of this Agreement shall be 3 years and will commence on the Effective Date, as defined herein, and terminate on June 30, 2025 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement. The cost of living rate increase will be reviewed on an annual basis and adjustments will be made if agreed by both parties.

Section 3. Effective Date. This Agreement shall only become effective once City and Contractor have executed the Agreement (the "Effective Date").

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services described in Exhibit A. Contractor shall not receive additional compensation for the performance of any services unless they are included in Exhibit A, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the City Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization from the Director of Parks and Recreation Director or Park and Facility Supervisor.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services on the Effective Date.

Section 6. Payment. City shall pay Contractor for all Services described in Exhibit A which are to be performed by Contractor.

(a) *Amount, Time and Manner of Payment for Services.* City shall pay Contractor according to the rates and timing set forth in the Services.

(b) *Subsequent Payments.* City shall make monthly payments in the amount invoiced by Contractor within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Contractor of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

(c) *Invoices.* Contractor shall provide City with monthly invoices sufficiently evidencing Contractor's expenses and completion of the Services. All invoices furnished to City by Contractor shall be in a form approved by City. The payments specified shall be the only payments made to Contractor for performance of the Services including compensation for any modification. Contractor shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

Section 7. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in Exhibit A and that all of its work will be performed in compliance with all applicable federal, state and local laws.

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

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

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within ten (10) business days of notice by City that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compassable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under State or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If legally required or reasonably requested by City, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a Statement of Economic Interest with the Stanislaus County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

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

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

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

Section 12. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. Termination by Default. If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of this Agreement by Contractor.

(a) Contractor shall deliver copies of all Work Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement before Contractor commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Contractor. If City terminates this Agreement after Contractor has commenced performance under this Agreement, City shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to City such financial information, as in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 14. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 15. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide the City with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

"City of Riverbank, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

"The insurance provided herein is primary coverage to the City of Riverbank with respect to any insurance or self-insurance programs maintained by City."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Riverbank, Attention: City Manager."

(b) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to City of Riverbank, Attention: City Manager."

(c) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Riverbank, Attention: City Manager."

(d) *Documentation.* The following documentation shall be submitted to City:

(i) Properly executed certificates of Insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of City's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the City, and shall contain standard separation of insured provisions.

(e) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

Section 16. Prevailing Wage. Contractor acknowledges that Services provided under this Agreement are subject to compliance monitoring and enforcement by DIR. Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by DIR. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor

shall post job site notices as prescribed by California Labor Code Section 1771.4(a)(2) and California Code of Regulations, title 8, Section 16451 subdivision (d).

Section 17. Indemnification. Contractor shall defend, indemnify hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to any negligent or willful acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall apply to the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), but shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

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

If to City:

City of Riverbank
6707 3rd Street
Riverbank, California 95367
Attention: City Manager

With courtesy copy to:

White Brenner LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Douglas L. White, Esq.

If to Contractor: Grover Landscape Services, Inc.
6224 Stoddard Ave.
Modesto, Ca. 95356

Section 19. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services

Section 20. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

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

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

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. As such, this Agreement shall be construed to be drafted by both Parties and the rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

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

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

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

remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: 
Mariela Garcia, City Manager

Date: 6/30/2022

CONTRACTOR:

Grover Landscape Services, Inc.

By: 

Name: MARK S. GROVER

Title: President

Date: 6-30-2022

APPROVED AS TO FORM:

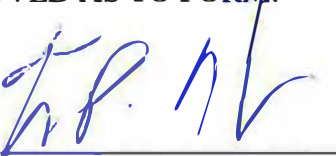
By: 
Tom Hallinan, City Attorney

EXHIBIT A: SERVICES

Contractor shall perform and complete the following (or attached) Services in accordance with the details and specifications described.

Exhibit A

Scope of Services

City of Riverbank

Parks and Recreation Department

General Information

The outlined requirements set forth are the minimum standard of acceptable service. The expectation of the City of Riverbank is for the highest level of professionalism and care at all times.

Specific Services to be included in this bid are as follows:

Basic Service: Mow, edge, trim and blow all parks/landscape areas once weekly April through September and bi-weekly October through March. All litter is to be removed prior to mowing. Any other debris is to be removed at end of work including parking areas, streets, walkways, sport courts, picnic areas, storm drains. Dispersed mulching/recycling clippings on site is acceptable if no visible rows are present.

Equipment: All vehicles should be clearly marked with the company logo, in good working order and appropriate for the intended work. Any fluid leaks from equipment shall be stopped/restricted, isolated and removed as well as reported to the Parks Supervisor immediately.

Trees: Maintain a minimum eight (8) foot canopy. Equipment shall not contact any trees or shrubs.

Staff: Capable personnel must be visible in clean company uniforms, trained and aware of safety protocols and equipment. Any person contacting, applying or using chemicals of any kind shall possess or be immediately trained by a staff member with a minimum of QAC issued by the Ca. DPR, understand and be capable of reporting including adherence and reporting pertaining to current MS-4 regulation. It is desirable that there be a certified arborist available.

The contractor must be familiar with and follow the City Integrated Pest Management Program Plan in regards to using pesticides.

Safety: Observe and follow all OSHA standards. Use warning devices around open trailers and equipment such as signs or cones. Be extremely aware of park users, children, pets and personal property.

Public Relations: Be courteous and respectful at all times. Refer questions or concerns to the Park Supervisor.

Irrigation: Irrigation management in basic service areas is to be performed by City staff only, unless otherwise requested by the Department Director or Parks Supervisor. Any

over/under watering areas, leaks or other irrigation issues noticed shall be reported to the Parks Supervisor immediately.

Extended Service Areas:

Downtown, Museum, Plaza Del Rio are areas that are included in this contract. Maintain all irrigation timers, including working knowledge of Toro TDC 100/200, transponder type irrigation station manager w/decoder technology.

The Museum is considered part of the downtown area and has required mowing, blowing and edging.

This bid is to include general maintenance of medians within the downtown. The downtown area is of high priority and includes weeding, plant replacement, plant and tree treatments. Blowing downtown once per week is to be included as well as replacement of flowers seasonally located in the large planters at the intersection.

The cost for the downtown should include merit for the following:

Ulmus Parvifolia

Quercus rubra

Chitalpa Tashkentensis

Carper roses

Highway 108 Water Feature: Maintenance of landscaping around water feature

Sports Complex: The Sports Complex located on Morrill Rd. is performed at a higher level of service than the other parks within this bid request. The complex required mowing weekly April through September and bi-weekly October through March. Edging, blowing, irrigation check and repairs, one aeration, one broadleaf and two fertilizations.

The Sports Complex maintenance should include all of the planters in the parking lot and trees. The contractor is solely in charge of irrigation management at this location and are responsible for any replacement of trees or shrubs that die due to irrigation mismanagement.

**City of Riverbank
Park Landscape Bid Form
Bids Due on April 28th by 5:00pm**

Services to be performed in the following locations include mowing, edging and blowing 1 x per week April through September and bi-weekly from October through March except for those areas specified as extended service areas.

Park	Address	Monthly Cost	Annual Cost
Castleberg Park	5845 8th Street	\$ 1,600.00	\$ 19,200.00
Community Center Park	3600 Santa Fe Street	740.00	\$ 8,880.00
Highway 108 Water Feature*	2801 Patterson Road	710.00	8,520.00
Hutcheson Park	3411 High Street	560.00	6,720.00
Jacob Myers Park (Includes front 8 acres, campground, dog park, wedding gazebo)	23653 S. Santa Fe	1,255.00	15,060.00
Pioneer Park	3017 High Street	515.00	6,180.00
Plaza Del Rio Park* (Includes Museum, downtown area, medians)	6702 Third Street	1,485.00	17,820.00
Safreno Park	2308 McAllister Lane	970.00	11,640.00
Sports Complex*	2119 Morrill Road	1,465.00	17,580.00
Staley Park	3036 Santa Fe Street	365.00	4,380.00
Teen Center	3600 B Santa Fe Street	510.00	6,120.00
Whorton Park	6082 Tennessee Avenue	590.00	7,080.00
	Total:	\$ 10,765.00	\$ 129,180.00

*Extended service area: See Scope of Services.

FOR: GROVER LANDSCAPE SERVICES

Vmentz

4.28.22

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT

Meeting Date: July 26, 2022

Subject: Adopt a Resolution Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the Human Resources Analyst Position from Range 128 to Range 146

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider approving a Resolution amending the City of Riverbank's compensation plan to reflect the new salary range for the Human Resources Analyst position.

SUMMARY

Adjustment to the Salary Range for the Human Resources Analyst position to bring the position in line with the salary range of similar mid-management level positions.

BACKGROUND

Over the past several years, the Human Resources Analyst position has been a key role in the City as often times they are the sole individual performing human resources duties. This position is integral to the overall organization, providing guidance to staff on policies and procedures, assisting employees in interpreting the negotiated Memorandums of Understanding, and just recently the implementation of the City's COVID-19 Safety Policies.

Over the past several years, the City has been performing salary range adjustments to mid-management level positions based on a review of the salary ranges for key positions as compared to other similar sized organizations. Our recommendation is to provide an equity adjustment to the Human Resources Analyst salary range in order to bring it in line with similar mid-management level positions, such as the Senior Management Analyst.

The proposal is as follows:

Salary Range	Step A	Step B	Step C	Step D	Step E
125-Current	\$5,238.05	\$5,499.95	\$5,774.95	\$6,063.70	\$6,366.89
146-Proposed	\$6,455.33	\$6,778.10	\$7,117.01	\$7,472.86	\$7,846.50
Difference	\$1,217.28	\$1,278.15	\$1,342.06	\$1,409.16	\$1,479.61

If approved, the current Accounting Manager would receive a salary adjustment from Step 125-E to Step 146-B.

STRATEGIC PLAN

This item directly relates to the City's Strategic Plan Goal to Encourage Employee Development.

FINANCIAL IMPACT

\$6,900 financial impact for FY 2022-23 as a result of the salary range adjustment for the Human Resources Analyst.

ATTACHMENTS

1. Draft City Council Resolution 2022-

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AUTHORIZING THE AMENDMENT OF THE CITY OF RIVERBANK COMPENSATION
PLAN TO REFLECT THE NEW SALARY RANGE FOR THE HUMAN RESOURCES
ANALYST POSITION FROM RANGE 128 TO RANGE 146**

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

WHEREAS, in August 2021, the City Council established a Strategic Plan Goal to Encourage Employee Development; and

WHEREAS, the Human Resources Analyst is a key position in the City of Riverbank as they provide guidance to staff on policies and procedures, serve on the City's Labor Negotiation Team, assist in interpreting negotiated Memorandums of Understanding, amongst other key duties; and

WHEREAS, An equity adjustment to the Human Resources Analyst salary range should be made in order to bring the position in line with other mid-management positions; and

WHEREAS, An adjustment from Range 125 to Range 146 of the City of Riverbank Compensation Plan is prudent for the Human Resources Analyst Position.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize the amendment of the City of Riverbank Compensation Plan to reflect the new salary range for the Human Resources Analyst position from Range 125 to Range 146 as follows:

Salary Range	Step A	Step B	Step C	Step D	Step E
125-Current	\$5,238.05	\$5,499.95	\$5,774.95	\$6,063.70	\$6,366.89
146-Proposed	\$6,455.33	\$6,778.10	\$7,117.01	\$7,472.86	\$7,846.50
Difference	\$1,217.28	\$1,278.15	\$1,342.06	\$1,409.16	\$1,479.61

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM No. 9.6

SECTION 9: CONSENT

Meeting Date:	July 26, 2022
Subject:	A Resolution Authorizing an Additional Appropriation of \$16,675 from the Community Facilities District (CFD) to Purchase New Kubota Compact Track Loader to Maintain Storm Drain Basins
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution to allocate an additional \$16,675 from the CFD fund to purchase a new Kubota Compact Track Loader to maintain the City's Storm Drain Basins.

SUMMARY

An initial budget appropriation of \$16,675 from the CFD fund was approved at the June 28, 2022 City Council meeting to assist with the purchase of the equipment. The reason for the request is due to a calculation error in breaking down the cost of the equipment between various funds. The revised breakdown is listed below:

General Fund \$6,670 – Approved at the June 28, 2022 Council meeting
Heartlands Storm Drain District \$18,340 – Reserve funds
Sterling Ridge Storm Drain District \$18,341 – Reserve funds
Community Facilities District - \$36,681.77

Total Cost of Equipment: \$80,032.77

STRATEGIC PLAN

While not directly related to the City Council's Strategic Plan, this report is in line with the City Council's desire for staff to have proper equipment to perform their job.

FINANCIAL IMPACT

Community Facilities District (CFD) - \$16,675

ATTACHMENTS

1. Draft City Council Resolution 2022

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$16,675
FROM THE COMMUNITY FACILITIES DISTRICT (CFD) FOR THE PURCHASE OF A
NEW KUBOTA COMPACT TRACK LOADER TO MAINTAIN STORM DRAIN BASINS**

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

WHEREAS, the City of Riverbank maintains numerous storm drain basins throughout the City and this piece of equipment is critical in aiding Public Works staff to perform cleaning and clearing of debris at the bottom of these basins; and

WHEREAS, the City Public Works staff does not have the appropriate equipment to maintain these basins; and

WHEREAS, the City Community Facilities District has sufficient funds to cover the additional cost needed to purchase this piece of equipment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the additional appropriation of \$16,675 to be funded by the Community Facilities District for a total appropriation of \$36,681.77.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.7

SECTION 9: CONSENT

Meeting Date: July 26, 2022

Subject: Resolution Awarding a Contract for Executive Recruitment Services to Mosaic Public Partners for the Recruitment of an Assistant City Manager and Public Works Director, Authorizing the City Manager to Finalize & Execute said Contract, and Allocate \$50,000 from the General Fund Reserve.

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution which authorizes the following:

1. Award a contract for executive recruitment services to Mosaic Public Partners for the recruitment of an Assistant City Manager and a Public Works director, and
2. Authorize the City Manager to finalize & execute said contract, and
3. Allocate \$50,000 from the General Fund Reserves for this contract.

SUMMARY

On June 21, 2022 the City issued a Request for Proposals to Executive Search (Recruitment) Firms for assistance in the recruitment of the vacant Assistant City Manager position and a Public Works Director after the announcement of the retirement of Michael Riddell in December 2022. Proposals were due July 11, 2022 and after reviewing the submitted proposals, City staff is recommending an award of this contract to Mosaic Public Partners.

BACKGROUND

Currently, and in the upcoming months, the City will have two department head position vacancies. The appointment of the former Assistant City Manager to the City Manager role in April 2022 left a vacancy in the Administration Department which oversaw both the Finance Department and Human Resources Division. In addition, Michael Riddell, Public Works Director, recently announced his retirement for the month of December 2022.

These two positions are important roles in the organization and require a different level of recruitment than our typical city process.

In order to assist in recruiting for these positions, City staff issued a Request for Proposals on June 21st for an Executive Search (Recruitment) firm to assist with these recruitments. Recruitment firms are skilled in advertising for key positions, have access to a broader network of individuals who may be interested in applying for these positions, and can tailor their recruitment to fit the needs of the city. The basic scope of work will consist of:

- Meeting with the City Manager and Human Resource Analyst as necessary to facilitate the development of an appropriate candidate profile and list of priorities for the City.
- Develop and execute an inclusive plan and timeline for each recruitment (print, web, social media, targeted calls, etc.).
- Identify specific strategies to encourage highly qualified applicants from diverse backgrounds to apply.
- Acknowledge receipt of candidates' application materials and maintain communication with all candidates throughout the recruitment process.
- Answer questions from candidates and collect application materials.
- Review the applications received, comparing them to the desired candidate profile.
- Advise the City Manager, and Human Resource Analyst on the qualifications of the candidates, develop a list of recommended candidates for interviews, provide a written report summarizing the overall candidate pool and the qualifications of those selected to be interviewed.
- Perform initial screening interviews with the most qualified candidates.
- Advise the City on interview strategies, appropriate questions, and evaluation tools.
- Attend and facilitate the interview sessions for semi-finalist candidates.
- Assist City Staff in selection of finalists.
- Conduct complete background and reference checks on finalist candidates, including public records searches and credit checks.
- Prepare and present a confidential reference report on each finalist candidate.
- Facilitate the final interview process and be available to assist the City Manager as they make a selection.
- Maintain all correspondence and record-keeping throughout the process.
- Compile search documentation and prepare a final written summary of all work performed and outreach taken related to developing, conducting, and completing the search.

After review of the proposals received, staff feels that the approach presented by Mosaic Public Partners would best suit the needs of the City, particularly in filling the vacancy of the Assistant City Manager position. Based on the scope of work to be performed, the contract amount is proposed at \$50,000 for both recruitments.

STRATEGIC PLAN

This item is directly related to the City Council's Mission "...to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive."

FINANCIAL IMPACT

An allocation of \$50,000 from the General Fund Reserves to the City Manager's Professional Services account.

ATTACHMENTS

1. Draft City Council Resolution 2022-
2. Consultant Services Agreement – Draft

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AWARDING A CONTRACT FOR EXECUTIVE RECRUITMENT SERVICES TO
MOSAIC PUBLIC PARTNERS FOR THE RECRUITMENT OF AN ASSISTANT CITY
MANGER AND PUBLIC WORKS DIRECTOR, AUTHORIZING THE CITY MANAGER
TO FINALIZE & EXECUTE SAID CONTRACT, AND ALLOCATING \$50,000 FROM
THE GENERAL FUND RESERVES**

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

WHEREAS, recruitment for key department head positions within the City require an additional level of outreach than the city’s traditional methods in order to reach qualified candidates; and

WHEREAS, the city currently has a vacant Assistant City Manager position which oversees both Finance and Human Resources; and

WHEREAS, the current Public Works Director has submitted his official retirement announcement for the month of December 2022; and

WHEREAS, in an effort to receive assistance for the recruitment of these two positions, staffed issued a Request for Proposals from qualified firms for Executive Recruitment Services; and

WHEREAS, city staff evaluated the proposals received and has selected Mosaic Public Partners as the firm most qualified to assist the City in these key recruitments; and

WHEREAS, it is the City Council’s desire to award a contract for \$50,000 to Mosaic Public Partners.

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

- 1) Award a contract to Mosaic Public Partners for Executive Recruitment Services,
- 2) Authorize the City Manager to finalize & execute a contract for these services, and
- 3) Allocate \$50,000 from the General Fund Reserves for these services.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2022, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and Mosaic Public Partners, (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. City has issued a request for proposals (“RFP”) for Professional Recruitment Services to provide assistance with the recruitment of an Assistant City Manager and a Public Works Director (the “Project”).

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

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

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

AGREEMENT

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

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

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant’s

performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed \$50,000.00.

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

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

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

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

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

8. Performance by Key Employee. Consultant has represented to City that Mr. Greg Nelson and Mr. Bryan Noblett will be the person(s) primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight

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

If to City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Clerk
With courtesy copies to:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Manager
And to:	White Brenner LLP 1414 K Street, 3rd Floor Sacramento, California 95814 Attention: Douglas L. White, Esq.
If to Consultant:	Mosaic Public Partners 200 Gateway Dr. #1908 Lincoln, CA 95648 Attention: Mr. Bryan Noblett

19. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____
Marisela H. Garcia, City Manager

Date: _____

Approved as to Form:

Tom Hallinan, City Attorney

CONSULTANT:

Mosaic Public Partners

By: _____

Name: Bryan Noblett, Managing Partner

Date: _____

EXHIBIT A

Services



EXECUTIVE SEARCH PROPOSAL

ASSISTANT CITY MANAGER AND PUBLIC WORKS DIRECTOR RIVERBANK, CALIFORNIA

DATE SUBMITTED
JULY 5, 2022

SUBMITTED TO
MS. MARISELA GARCIA
CITY MANAGER
CITY OF RIVERBANK

PREPARED BY
BRYAN NOBLETT

MOSAIC PUBLIC PARTNERS
200 Gateway Dr., #1908, Lincoln, CA, 95648
916-550-4100
bryan@mosaicpublic.com
connect@mosaicpublic.com



July 5, 2022

Ms. Marisela Garcia
City Manager
City of Riverbank
6707 Third Street
Riverbank, CA 95367

**RE: PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES –
ASSISTANT CITY MANAGER AND PUBLIC WORKS DIRECTOR**

DEAR MS. GARCIA:

Mosaic Public Partners is pleased to have the opportunity to present our qualifications and approach to your executive search needs for the positions of Assistant City Manager and Public Works Director. Mosaic Public Partners was founded on the principles of providing higher levels of innovation and client collaboration to complement the tried-and-true principles of executive search. By using private-sector technologies and search methodologies, we can deliver a better client experience and results, while staying within the constraints of the public sector.

Members of our project team are seasoned public sector executives who have a true passion for the work of public agencies. We understand the challenges that public agencies face and their unique needs. Our consultants have conducted over hundred-fifty executive searches across the United States, bringing both experience and a national perspective on current trends and issues.

If awarded the search for the Riverbank Assistant City Manager and Public Works Director, both principals would serve as the search team. Our experi-

ence as successful public sector leaders is complemented by a strong track record in executive search. Having previously led numerous public works and other executive searches, the project team brings a great deal of experience and a contemporary understanding of candidate markets.

Additionally, Mosaic Public Partners is currently assisting the City of Palm Desert with its Assistant City Manager search and the City of Lincoln with its Public Works Director search; we feel these recruitments will complement, and not compete, with our ability to deliver quality candidates to the City of Riverbank if we are awarded these executive searches.

After reviewing our proposal, please contact us at (916) 550-4100 if you have questions or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Best Regards,



Bryan Noblett
Founder and Managing Partner
bryan@mosaicpublic.com



Greg Nelson
Founder and Managing Partner
greg@mosaicpublic.com

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PROFESSIONAL QUALIFICATIONS

Mosaic Public Partners was founded to create a better partner for public agencies needing to fill critical positions. We bring higher levels of innovation and client collaboration to the tried-and-true principles of executive search. Using private sector technologies and search methodologies, squared within the constraints of the public sector, allows us to deliver an improved client experience and better results.

We are seasoned public sector executives who have profound respect for the work of public agencies. We are passionate about placing today's public leaders, which enables public agencies to deliver exemplary leadership to their constituents.

Mosaic Public Partners is a Limited Liability Company (LLC) registered in the state of California. Mr. Greg Nelson and Mr. Bryan Noblett are the founders and managing partners of Mosaic Public Partners with a 55% and 45% respective ownership. There are no known conflicts of interest related to this executive search and no subcontractors are utilized.

MOSAIC APPROACH

Placing today's public leaders is our mission. Aligning the right candidates with the right opportunities helps our clients to build effective teams. We enjoy building relationships with the people involved in our searches, whether it is the candidates, hiring managers, team members or stakeholders. Establishing meaningful connections with those involved in our search processes is the basis from which we derive our success as a trusted partner and client-focused search firm.

CLIENT FOCUSED

Mosaic Public Partners provides a client-focused, customized approach to every search. We create an open, transparent, and interactive search process for both our clients and candidates. As a small firm we remain highly responsive to client needs and objectives, along with being personally available during the search process. Honest communication, collaboration and connecting with people are key components in a successful search. At Mosaic Public Partners, we pride ourselves on excellent customer service, agility, and responsiveness. We tailor our workload so that we can be readily available to assist with all elements of the search process for our clients and candidates alike.

The use of our innovative executive recruiting platform allows our clients unparalleled real-time access and visibility of the search process. Our commitment is that clients have a 360-degree view of all elements of their recruitment at any

PROFESSIONAL QUALIFICATIONS *(CONT.)*

time. Our clients can see the candidate pool in real-time while the recruitment is progressing, rather than having to wait until the recruitment period closes to learn about the candidate pool. This type of transparency ensures our recruitment efforts are properly calibrated to our client's expectations. We are proud to bring this private sector software to our public sector searches to make them as efficient and transparent as possible for our clients.

TRUSTED PARTNERS

Our founding partners are two former public sector executives, each with exemplary service careers. We understand local government and the importance of accountability and responsiveness. Our combined career histories exemplify professionalism and a dedication to public service, along with a keen understanding of what it takes to be an effective leader in a public sector environment. Leveraging our public service careers, we became experienced executive search consultants, bringing with us a continued dedication to public service and an ethical, confidential, and discrete approach to assisting public agencies in the executive search process. Mosaic Public Partners is your trusted partner in placing today's public leaders.

COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The Mosaic Team celebrates and prioritizes diversity, equity, and inclusion in its search practices and in its own organizational culture. We understand the dynamic nature of diverse teams and our clients' need to build organizations that are representative of the communities they serve. Simply stated, the need for public employers and public sector search firms to build recruitment processes anchored by a commitment to diversity, equity and inclusion is more important now than ever. It is no longer adequate for public employers or executive search firms to speak about increasing DEI efforts; rather, intentional efforts must be woven into our cultures and work practices. Mosaic Public Partners is committed to ensuring outreach to diverse candidate pools via inclusive and strategic advertising, targeted outreach, and other methods which are all intended to deliver a diverse, highly qualified candidate pool to our clients. Evidence of this commitment can certainly be seen in the placements our founding partners have made over the past several years.

WHY CHOOSE MOSAIC PUBLIC PARTNERS?

NATIONAL REACH

While we have extensive experience conducting searches in California, our work across the nation brings a valuable perspective on issues and candidate markets to our clients. We invite you to view our consultants' body of executive search experience at:

mosaicpublic.com/consultant-portfolio

DIVERSITY

Today's public sector leadership teams thrive when they are diverse in race, ethnic and cultural identity, gender, background and thought. Mosaic Public Partners is here to assist, guide and lead in that endeavor.

COLLABORATION

Mosaic Public Partners believes that executive searches are more successful when the consultants and clients work closely together throughout the engagement. We treat each search as a true partnership with our clients.

EXPERIENCE

Public service is the world in which we have lived. Our search team has over 80 years of public service experience. Having attained executive level positions in our public sector careers has given us valuable insight and an advantage in understanding and responding to the nuances and challenges of selecting public sector leaders.

SERVICE

Our team will be your partner from start to finish. We are committed to providing excellent service to clients and candidates alike, as well as representing our clients at the highest level.

INNOVATION

Applying private sector technologies to the tried-and-true practices of public sector searches allows Mosaic Public Partners to deliver needed agility and improved communications to our clients.

RELEVANT EXPERIENCE

Our consultants have conducted several City Management and Public Works searches in the last several years that we feel have positioned us to successfully complete these searches on behalf of the City of Riverbank. Below is a brief list of the California searches we feel are most relevant.

City of Citrus Heights – Citrus Heights, California

Population – 88,000

- **City Manager (2021)**



City of Palm Desert – Palm Desert, California

Population 53,000

- **Assistant City Manager (Current Search)**



City of Lincoln – Lincoln, California

Population 48,000

- **City Manager (2021)**
- **Public Works Director (Current Search)**



Stanislaus County – Modesto, California

Population 546,000

- **Public Works Director (2018)**



Alameda County – Oakland CA

Population 1.6 million

- **Deputy Director, Public Works Agency (2019)**



ADDITIONAL EXPERIENCE

The following is a listing of additional city management experience for the assigned consultants to this proposal. This work is attributed to the consultants' tenure at a prior firm.

	CLIENT	POSITION
2021	City of Austin – Austin, TX	Assistant City Manager
2021	City of Lewisville – Lewisville, TX	City Manager
2021	City of Burleson – Burleson, TX	Deputy City Manager
2021	City of Indio – Indio, CA	City Manager
2019	City of Bishop – Bishop, CA	City Administrator
2019	City of Allen – Allen, TX	City Manager
2019	City of Denton – Denton, TX	City Manager
2019	City of Sugar Land – Sugar Land, TX	City Manager
2019	City of South Padre Island – South Padre Island, TX	City Manager
2018	City of Austin – Austin, TX	4 Assistant City Managers
2018	City of Austin – Austin, TX	Deputy City Manager
2018	City of Brownsville – Brownsville, TX	City Manager
2018	City of Lawrence – Lawrence, KS	City Manager
2018	City of Suisun City – Suisun City, CA	City Manager
2018	Town of Apple Valley – Apple Valley, CA	Town Manager
2017	City of Moorpark – Moorpark, CA	City Manager
2017	City of Morro Bay – Morro Bay, CA	City Manager
2016	City of Reno – Reno, NV	City Manager
2016	City of South Jordan – South Jordan, UT	Assistant City Manager
2016	City of McKinney – McKinney, TX	City Manager
2016	City of McKinney – McKinney, TX	Assistant City Manager
2015	City of Lawrence – Lawrence, KS	City Manager
2015	City of Sanger – Sanger, CA	City Manager

ADDITIONAL EXPERIENCE (CONT.)

The following is a listing of additional public works management experience for the assigned consultants to this proposal, most of which is attributed to the consultants' tenure at a prior firm.

	CLIENT	POSITION
2022	City of Denton – Denton, TX	Deputy Director of Public Works
2021	Central Contra Costa Sanitary District – Martinez, CA	Director of Operations
2019	Alameda County – Oakland, CA	CIP Manager
2019	City of Austin – Austin, TX	Director of Watershed Protection Department
2019	City of Clearlake – Clearlake, CA	Public Works Director
2018	City of Amarillo – Amarillo, TX	Assistant Director of Public Works
2018	Bear Valley Community Services District – Bear Valley, CA	Assistant Public Works Director
2018	City of Big Bear Lake – Big Bear Lake, CA	City Engineer
2017	City of Big Bear Lake – Big Bear Lake, CA	Public Works Director
2017	City of Orange – Orange, CA	Public Works Director
2016	City of Austin – Austin, TX	Public Works Director

REFERENCES

The consultants at Mosaic Public Partners are proud of their past work and are happy to provide the following references that we believe are relevant to the City of Riverbank in this Assistant City Manager and Public Works Director search.

CITY OF LINCOLN, CALIFORNIA

Sean Scully, City Manager

Phone: (480) 503-6000

Sean.scully@lincolnca.gov

Searches:

Director of Public Works (current)

Director of Community Development

CITY OF NOVATO, CALIFORNIA

Adam McGill, City Manager

Phone: (415) 899-8901

amcgill@novato.org

Search: Chief of Police

CITY OF PALM DESERT, CALIFORNIA

Tod Hileman, City Manager

Phone: (760) 346-0611

thileman@cityofpalmdesert.org

Searches:

Assistant City Manager (current)

City Clerk

Finance Director

APPROACH AND SEARCH METHODOLOGY

We approach every executive search as a partnership with our client. In this light, we use a proven framework as the foundation for the project and collaboratively tailor the work plan to meet the unique needs and wishes of our clients. In every search, we aim to provide our client with three deliverables, 1) a diverse selection of qualified candidates, 2) a thoughtful, inclusive, and well-communicated search process, and 3) sound advice and consultation.

If desired by the City Manager, the Mosaic Team would meet with the City Council members individually to gather their input relative to the desired characteristics sought for candidates, as well as challenges and opportunities facing Riverbank and its Public Works Department.

KICKOFF

PROJECT MANAGEMENT

The consultants of the project team, Mr. Nelson and Mr. Noblett, will meet with the City Manager and key city staff via videoconference to initiate the recruitment design. The objectives of this meeting are to learn points of contact and communication preferences, conduct a stakeholder analysis, develop the project timeline, and to create the preliminary selection process. It will also be important to determine clear points for the City Manager's preferences for City Council involvement in the search process.

During this phase of the project, the consultants will review the organization's job descriptions and the salary and benefit offering for competitiveness in the market.

CANDIDATE PROFILE DEVELOPMENT

Based on the project management kickoff meetings, Mr. Nelson and Mr. Noblett will meet with the identified stakeholders to solicit input on the desired qualities sought in the next Assistant City Manager and Public Works Director, as well as anticipated challenges and opportunities they will face. The project team will also gather important documents, information, and media from the City to be used in the development of the candidate profile.

Utilizing the input received, Mosaic Public Partners will create a candidate profile that accurately and attractively presents the opportunity to prospective candidates. Once

APPROACH AND SEARCH METHODOLOGY (CONT.)

approved by the City Manager, this candidate profile serves as the standard by which all prospective candidates are evaluated, as well as for guiding the search strategy. Examples of recent candidate profiles will be submitted with the proposal to illustrate our candidate outreach capability.

The City Manager and their designee(s) will be provided with online access to Mosaic Public Partners' recruitment software through a client portal that ensures the search strategy and approach are properly calibrated for success. The City Manager's designee(s) may also use this online portal to provide the City Council with timely information on the status of the search, as desired. If desired, the project team is also available to provide updates directly to the City Council on the status of the search during executive session meetings. Our goal is to ensure that our clients are continually kept updated on the recruitment.

OUTREACH

OUTREACH AND RECRUITING

Based upon the search strategy developed with the City Manager, Mosaic Public Partners will immediately launch a targeted and comprehensive search effort that sources candidates from five primary categories.

- **Advertising Campaign:** Advertisements will be placed in sources targeted at attracting a diverse selection of highly qualified candidates.
- **Website and Social Media Campaign:** Mosaic Public Partners provides a comprehensive social media marketing campaign that includes custom graphics, eye-catching photos and distribution on LinkedIn, Facebook, Instagram, and Twitter accounts to share the position with potential candidates. Social media posts are crafted at several points throughout the recruitment process. In addition, partners and recruiters share Mosaic Public Partners blog and social media posts on their respective LinkedIn accounts. Mosaic Public Partners will also highlight the position on our website with a blog post, listing in our "Upcoming Career Opportunities," and ultimately on our "Careers" page once the position is open.
- **Direct Outreach:** The search consultants have extensive candidate networks in California and across the nation. These networks will be leveraged to identify and recruit candidates that appear well matched to the candidate profile.
- **Indirect Outreach:** By using the same candidate networks, Mosaic Public Partners

APPROACH AND SEARCH METHODOLOGY *(CONT.)*

can seek nominations from other leading public sector executives who often provide excellent insight into rising talent.

- **Researched Outreach:** Using the search strategy as a guide, Mosaic Public Partners will apply innovative technologies to find and recruit candidates that may not have been identified through other methods

Each potential candidate is personally engaged by the search consultants and many hours are typically spent answering questions and providing information to candidates to minimize any barriers that may be a discouragement.

CANDIDATE SCREENING AND EVALUATION

The search consultants perform an initial evaluation of candidates based upon their submitted materials. Candidates who are well aligned with the candidate profile, along with all internal candidates, are interviewed via videoconference to further evaluate their qualifications and fit for the position.

As a result of the initial screenings, the most well-matched candidates are identified and a thorough internet and news search is conducted to help understand each candidate's public persona, as well as to ensure that any items that may be seen as controversial are known and understood.

SELECTION

PRESENTATION OF CANDIDATES

During a videoconference meeting with the City Manager and designee(s), the search consultants will present the candidates that submitted interest in the position. The meeting will be facilitated by Mosaic Public Partners' innovative client portal which provides the City Manager with direct access to all candidate materials. From this meeting, a small group of candidates is invited to participate in the selection process.

SELECTION PROCESS

Having previously designed the selection process collaboratively with the City Manager, the search consultants will travel to Riverbank to provide on-site facilitation of the interviews. A typical interview process for an Assistant City Manager and Public Works Director will involve one or more interview panels to provide a variety of perspectives for the City Manager to consider. Mosaic Public Partners will design and provide tailored interview materials for all interview panels and ensure the City retains the completed materials for

APPROACH AND SEARCH METHODOLOGY *(CONT.)*

records retention needs.

Customarily, this initial round of interviews will reduce the group of candidates to a smaller number who are then invited for a second interview with the City Manager and others, if desired. The search consultants are ordinarily not on-site for this second interview unless it occurs in conjunction with the first interview or if specifically requested.

BACKGROUND AND FINAL QUALIFICATION

Once the City Manager has identified the candidate of choice for each position, the search consultants will perform a thorough background investigation of the candidate, accompanied by a series of consultant-driven reference checks that seek input from people with a variety of perspectives to the candidate.

NEGOTIATION

Mosaic Public Partners will negotiate on the City's behalf to succeed in reaching an agreement with the selected candidates. Across earlier candidate conversations, the search consultants attempt to ensure the candidates' salary and benefit expectations are in accord with the Board's to prevent surprises at this critical culmination of the recruitment.

CLOSEOUT COMMUNICATIONS

Throughout the search process, Mosaic Public Partners maintains professional communications with all candidates involved. We realize that we are representing the City of Riverbank throughout the recruitment and ensure that each person we interact with is left with a favorable impression of the City. In this final communication, we inform all candidates who were not selected of their status and the City's appreciation for their interest

EXECUTIVE SEARCH TIMELINE

At the beginning of each search engagement, Mosaic Public Partners meets with clients to collaboratively craft a work plan and timeline that best aligns with our client's needs. Our consultants will suggest best practices and share examples from prior engagements to tailor a process that is thoughtful and well communicated.

Due to the City's time-sensitive needs relative to the Assistant City Manager position, we would suggest abbreviating the search by immediately announcing the position as "apply immediately – open until filled". This approach would allow our project team to immediately focus efforts on recruiting candidates from the region and moving to selection as soon as a sufficiently strong pool of candidates has been identified. We believe this, along with an overall aggressive timeline, can trim valuable weeks from a standard process.

The typical duration of a search project is 12–17 weeks. Additionally, the selected candidate will customarily need to provide 30 days for notice and transition, if selected from outside of the organization. This brings the total duration to approximately 16–21 weeks. A customized timeline will be crafted in collaboration with the City Manager during the first step of the search engagement. We are confident that we can deliver a successful search effort that meets the needs of the City of Riverbank.

The following timeline represents the key milestones of a standard executive search, including tasks and approximate durations, which may be more appropriate for the Public Works Director position.

KICKOFF	Project Management Pre-kickoff meeting: project schedule, stakeholder analysis, communication methods, collection of background material	1–2 Weeks
	Candidate Profile Development Client input meetings, stakeholder input meetings Drafting and layout of candidate profile	
OUTREACH	Outreach and Recruiting Advertising strategy and campaign Candidate research and identification Seek nominations Recruit candidates	4–6 Weeks

OUTREACH	Candidate Screening and Evaluation 2 Weeks
	Paper screening Screening interviews News and internet research
SELECTION	Presentation of Candidates 1 Week
	Client meeting to review candidates and select those to advance Candidate updates
	Selection Process 2–3 Weeks
	Consult and design interview process Facilitation of on-site interview process, typically 4–7 candidates
	Background and Final Qualification 1–2 Weeks
	Background investigation and thorough reference checks for finalist candidate
	Negotiation 1 Week
	Closeout Communications Concurrent

CURRENT SEARCHES / CAPACITY

A key factor in selecting a search firm is the firm's current capacity to ensure the City of Riverbank's search effort will receive the full attention it deserves. Mosaic Public Partners is currently conducting the following searches:

- City of Palm Desert, California – Assistant City Manager
- City of Brownsville, Texas – City Manager
- City of Addison, Texas – City Manager
- City of Lincoln, California – Public Works Director
- Golder Ranch Fire District, Tucson, Arizona – Fire Chief
- City of Denton, Texas – Deputy City Attorney
- City of Denton, Texas – Chief of Police
- City of Martinez, California – Chief of Police
- Town of Little Elm, Texas – Assistant Chief of Police
- City of San Marcos, Texas – Director of Finance (final stages)
- City of San Marcos, Texas – Assistant Director of Utilities (final stages)
- City of Burleson, Texas – Deputy Director of Public Works (final stages)



PROJECT TEAM

If awarded the search, both Founders and Managing Partners of the firm would serve on the project team, supported by the firm's Business Support Manager.

GREG NELSON

FOUNDER & MANAGING PARTNER

For the better part of a decade, Mr. Nelson has led a successful executive search practice for a national search firm. In his role, Mr. Nelson has successfully recruited public sector executives on a national scale for a diverse array of field and positions. His work has

included positions with intense community interest, high levels of stakeholder involvement, and those with political sensitivities.

In the first twenty years of his career, Mr. Nelson served leadership roles in municipal government where he was known for his progressive and principled leadership. Under his tenure, the City increased employee engagement, citizen satisfaction (amongst the highest in a national survey), and made drastic improvements in the labor-management climate. He created public-private partnerships that allowed for superior levels of service during budget shortfalls, while enhancing relationships with stakeholders in the community. Additionally, he has provided expert testimony for state and local legislative bodies. Mr. Nelson was a co-founder of a municipal Human Rights Committee, engaging businesses and citizens in workshops and community dialogue on diversity and social equity issues, in and out of the workplace.

Mr. Nelson holds a Master's degree in Public Administration from the University of Illinois-Springfield with a graduate certificate in Public Sector Labor Relations.

As a founder of Mosaic Public Partners, Mr. Greg Nelson leverages decades of experience in the public sector with many years of successful experience leading executive searches for a variety of client roles across the nation.



PROJECT TEAM *(CONT.)*

BRYAN NOBLETT

FOUNDER & MANAGING PARTNER

Bryan Noblett spent over 34 years working as a public safety leader in the Greater Sacramento Region. The majority of his career was spent working in leadership and executive level roles. Bryan placed a strong focus on staff development and on ensuring his organization was responsive to community needs throughout his career. He possesses a strong commitment to customer service and worked diligently as a municipal government executive to ensure his organization was focused on partnering with the

community it served. In addition, Bryan is well-versed in labor negotiations and working collaboratively with labor groups to achieve successful outcomes. Bryan's passion for leadership development, talent assessment and public service led him to accept a position with a nationally recognized public sector search firm shortly after his retirement. Bryan holds a bachelor's degree in Criminal Justice, a master's degree in Organizational Leadership and has attended several prestigious professional development courses.

As a long-time contributor to city executive teams, Bryan possesses a thorough understanding of all areas of public sector leadership. He spent the last 2 years partnering with municipal clients and communities across the country by assisting them in recruiting talented leaders to serve as Police Chiefs, City Managers, Chief Financial Officers, and other executive-level leadership positions. Bryan deeply values his connections with people, which has led to several outstanding placements and ongoing relationships with clients and candidates alike.

As a founder of Mosaic Public Partners, Bryan is very excited to focus on client needs and work with candidates to place today's public leaders.



PROJECT TEAM (CONT.)

SHERI NOBLETT

BUSINESS SUPPORT MANGER

Sheri Noblett spent over 30 years working in the public sector in the Greater Sacramento Region. Over the course of her career, she had direct involvement in the design and implementation of numerous infrastructure and leisure service projects that improved the lives of many in the region. Sheri is a highly skilled project manager and utilized her keen organizational skills to deliver stellar projects on time and on budget.

Her extensive experience in the public sector and working in collaboration with multiple project stakeholders makes Sheri a valued partner with respect to integrating the input from others to deliver the best possible project outcomes. She possesses a strong customer service orientation and has a wealth of understanding of municipal service. Sheri holds a bachelor's degree in Landscape Architecture, is licensed in California and possesses many certifications that bolstered her public service career.

EXHIBIT B

Rate Schedule

COST PROPOSAL AND GUARANTEE

COST PROPOSAL

Our flat fee to provide executive search services as outlined in this proposal for the positions of Assistant City Manager and Public Works Director is \$50,000. The flat fee includes both professional services and consultant expenses related to the aforementioned work plan. These expenses include advertising, consultant travel, administrative support, printing, postage, technology, educational verifications and background checks on the selected candidate.

Invoicing will be in four installments:

- | | |
|---|----------|
| 1. Upon execution of the Professional Services Agreement: | \$15,000 |
| 2. After Presentation of Candidates: | \$15,000 |
| 3. After Initial Interviews: | \$15,000 |
| 4. After accepted offer of employment: | \$5,000 |

The flat fee is based upon one consultant trip for the lead consultants, Mr. Nelson and Mr. Noblett, to facilitate candidate interviews for each of the recruitments. All other client meetings will be conducted via videoconference or teleconference.

If additional consultant trips are requested for the Presentation of Candidates or any other purpose, they will be invoiced at \$1,500 per day, per consultant, plus actual travel expenses. Any additional expenses will be invoiced at the end of the project and are supplemental to the flat fee. Candidate travel expenses shall be the responsibility of the City.

\$50,000 FLAT FEE

COST PROPOSAL AND GUARANTEE (CONT.)

GUARANTEE

Mosaic Public Partners offers the industry-standard one-year guarantee on our full search process. If, within a one-year period after appointment, the selected candidate voluntarily resigns or is dismissed for cause, Mosaic Public Partners will conduct another search effort without additional fees for professional services. The City would be expected to reimburse the firm for all expenses incurred, which are approximately 30% of the flat fee.

If a placement is not made in the first search attempt, Mosaic Public Partners will conduct a second search effort with no charge for professional services. The City would be expected to pay for all expenses incurred.

Mosaic Public Partners will never actively recruit our placement while they are employed with the City.

INSURANCE

Mosaic Public Partners maintains the following insurance coverages:

Errors and Omissions/Professional Liability	\$1,000,000
General Liability/Commercial	\$2,000,000
Automobile Liability (hired/non-owned)	\$1,000,000
Workers Compensation	\$1,000,000
Data Breach Liability	\$250,000

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date:	July 26, 2022
Subject:	Pocket Avenue Senior Housing Project General Plan Amendment and Rezone
From:	Marisela H. Garcia, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council listen to the presentation, take public comment, and consider approving the Ordinance and Resolution (Attachments 1 and 2) for the Pocket Avenue Senior Housing Project General Plan Amendment and Rezone.

SUMMARY

The proposed project consists of a General Plan Amendment (GPA) to Higher Density Residential and a Zoning Ordinance Amendment (Rezone) to Planned Development (PD) for forty (40) senior single-story apartment units on an approximately 2-acre lot. The project site currently has a General Plan Land Use designation of Low Density Residential (LDR) and is currently zoned Single-Family Residential (R-1). The Planning Commission, after taking public comment, including a neighborhood petition at their regular meeting of April 19, 2022, voted 4-1 to deny recommending approval of the project to the City Council (Attachments 3 and 4). This item was continued from the Council meeting of June 28, 2022 due to a noticing irregularity.

BACKGROUND

The subject property is located on the south side of Pocket Avenue, west of Litt Road, south of Eisenhower Drive, and east of Roselle Avenue. The total area of the site is 2.01 acres and the formal address is 3318 Pocket Avenue. The existing site contains a single-family residence, a large barn, and a garage. The property is surrounded by single-family

residential housing to the north, east, and west. There are some vacant undeveloped lots located southwest of the subject property (Attachment 5).

PROJECT ANALYSIS

A. Site Design

The applicant has submitted a concept site plan for the senior apartments (Attachment 6). It is intended to inform and provide a visual graphic of 40 future senior dwelling units. The project requires architecture and site plan approval through a Development Plan application which will be submitted by the applicant if the general plan amendment and rezone are approved. In the age of Covid, it is difficult to get the financing and bonds that were available to developers Pre-Covid. The developer would like to secure the amendment and rezone before investing further in the project.

B. Transportation and Circulation

Pocket Avenue is already improved with curb, gutter, and sidewalk. There are two travel lanes and parking on both sides of the street. The subject property currently has two driveways which will be reduced to one gated driveway. Stanislaus Consolidated Fire District has reviewed the concept plan and will require pedestrian gates from the sidewalk through the fence in order to bring a fire hose to the apartment units shown along the side property lines (Attachment 6). Future residents and guests will use a parking lot in the center of the property and there is street parking at the project frontage.

A neighbor on the north side of Pocket Avenue has expressed concern about an increase in traffic if the future project is constructed and has submitted a petition requesting the City deny the project (provided at the dais). The applicant is obtaining a traffic report from KD Anderson and Associates to analyze the proposed project for any traffic impacts. It will be provided to staff when complete.

C. General Plan Amendment

The existing General Plan designation for this project is Low Density Residential (LDR) which allows 0-8 dwelling units per net acre. The proposed General Plan Amendment would redesignate the project site from LDR to Higher Density Residential (HDR) which would allow the project to be built at 16+ dwelling units per net acre. The concept plan shows a total of forty (40) single-story senior apartments on 2.01 acres for a total of 19.9 dwelling units per acre or 28.7 dwelling units per net acre. "Net" means excluding sidewalks, driveways, parking lots, landscaping, and open space. Thus, the project's 40-unit project is consistent with the HDR density of the General Plan.

Pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission and City Council must have answers to the GPA implementation questions (IMP-2) below before approving a project:

1. Is the proposed amendment in the public interest? *The General Plan Amendment is in the public interest because the amendment will change the General Plan Land Use Map from LDR to HDR for future senior housing, which is currently in short supply.*
2. Is the proposed amendment consistent and compatible with the goals and the vast majority of policies of the General Plan? *The proposed amendment is compatible with the goals and objectives of the General Plan to build more housing and construct a variety of housing types for various demographics, including seniors.*
3. Have the potential effects of the proposed amendment been evaluated and determined not to be detrimental to the public health, safety, or welfare? *The proposed amendment has been evaluated under CEQA and qualifies as exempt and not detrimental to the public health, safety, or welfare.*
4. Has the proposed amendment been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act? *The proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.*

D. Rezone to Planned Development

The developer is requesting a rezone from Single Family Residential (R-1) to Planned Development (PD) for future housing. The Table below shows the development standards of the Multiple Family (R-3) zoning district since the concept site plan shows apartments. If the developer requests relief from any of the R-3 standards when he submits a Development Plan, he will need to offer amenities on a 1:1 basis. These amenities could include enhanced landscaping throughout the site (larger trees), a colored concrete or brick crosswalk, decorative street lighting (similar to Crossroads West Unit 1), pavers or colored pavement at entrance, enhanced decorative landscaping at entrance, upgrade sliding doors to French doors, and enhanced open space furniture.

Type of Standard	HDR Zoning Standards
Lot Size	For each unit in excess of two dwelling units – 2,000 square feet, not to exceed 20 units per net acre.
Lot Width	55 feet minimum
Lot Depth	100 feet minimum
Density	16+ units per net acre
Height	45 feet maximum
Front Setback	15 feet minimum
Garage Setback	N/A
Side Setback	25 feet minimum
Rear Setback	25 feet minimum
Lot Coverage	60% maximum
Accessory Height	15 feet maximum
Local Street Width	64 feet

Sidewalks	Both sides of street
Onsite Parking	0-1 parking space per zero to one-bedroom units
Street Parking	Both sides of street

Rezone Findings

The Planning Commission did not discuss the required findings of fact below when they voted to recommend the Council deny the Rezone. In order to approve the Rezone, the City Council will need to make these findings:

1. Each individual unit of the development if built in stages, as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development. *This senior housing development could be built in stages and exist as independent buildings, capable of creating a good environment.*
2. The uses proposed will not be a detriment to the present and proposed surrounding land uses but will enhance the desirability of the area and have a beneficial effect. *The site is currently underutilized with a single-family dwelling unit, garage, and barn which will be demolished. The concept plan shows much needed senior housing. The future project will increase the City's diverse and compact housing stock.*
3. Any deviation from the standard ordinance requirements is warranted by the unusual design and additional amenities incorporated in the development plan which offers certain redeeming features to compensate for any deviations that may be permitted. *A developer is required to provide amenities for any deviations from development standards in a Development Plan and may include amenities such as decorative street lighting, pavers or colored pavement at entrance, and open space furniture. Staff will negotiate these amenities during the Development Plan process.*
4. The principles incorporated in the proposed master plan identify unique characteristics which could not otherwise be achieved under other zoning districts. *The concept plan's housing density cannot be achieved under other zoning districts.*
5. Where a PD rezone is initiated by the City, the previous findings are not required. *This PD was not initiated by the City.*

ENVIRONMENTAL DETERMINATION

The General Plan Amendment and Rezone are exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects. The Rezone Ordinance is consistent with the (a) General Plan and its (b) EIR, (c) existing utility services are available to serve the project, (d) the project has

no wetlands or value as wildlife habitat, (e) the project site is not on any environmental clean-up list, (f) the site and surrounding properties do not have the potential of exposure to future residents of hazardous substances, (g) the project will not have a significant effect on historical resources, (h) the site is not within an earthquake fault zone or subject to wildland fires, landslides or flooding, (i) the site is not within a developed open space area, and (j) the site is not located within the boundaries of a state conservancy.

PUBLIC NOTICE

On July 12, 2022, public notices for the City Council hearing were mailed to interested parties and property owners (84) within 300 feet of the project location. The City Council hearing notice was published in the Riverbank News on July 13, 2022. The notice was posted on the City's website and physically posted at City Hall North, South, the post office and sent to the library on July 13, 2022. The subject property public notice sign was posted on March 9, 2022 before the Planning Commission hearing and remains in place.

ATTACHMENTS

1. Draft City Council Resolution No. 2022 –XXX (General Plan Amendment)
2. Draft Ordinance No. 2022-XXX (Rezone)
3. Planning Commission Resolution No. 2022-004 (General Plan Amendment)
4. Planning Commission Resolution No. 2022-005 (Zoning Ordinance Amendment)
5. Aerial of the Site
6. Concept Site Plan

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE GENERAL PLAN AMENDMENT
REDESIGNATING 2.1± ACRES, LOCATED AT 3318 POCKET ROAD (APN
075-090-063) TO HDR HIGHER DENSITY RESIDENTIAL**

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

WHEREAS, a General Plan Amendment and Rezone application has been received from Mahesh Khatwani with a proposal to demolish an existing single-family residence, garage, and barn on 2.01 acres, and to construct a forty (40) unit age-restricted single-story apartment complex; and

WHEREAS, the City of Riverbank Planning Commission conducted a Hearing on April 19, 2022 to take public comment and consider the proposed General Plan Amendment from Low Density Residential to Higher Density Residential (HRD) and the proposed Rezone from Single Family Residential (R-1) to Planned Development (PD); and

WHEREAS, the Planning Commission after considering public comment which included a neighborhood petition, voted 4-1 to recommend to the City Council that they deny the General Plan Amendment and Rezone requests; and

WHEREAS, pursuant to Government Code section 65355, notice of the City Council public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on June 15, 2022; and

WHEREAS, notices of the City Council public hearing on the General Plan Amendment were also mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on June 14, 2022; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF RIVERBANK DOES HEREBY FIND:**

1. General Plan Amendment Findings. That pursuant to California Government Code sections 65358 and the Riverbank General Plan, the City Council finds as follows:

- a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed rezone.
 - b. The General Plan Amendment is consistent and compatible with the goals and the vast majority of the policies of the General Plan.
 - c. The proposed amendment has been evaluated under CEQA and qualifies as exempt and not detrimental to the public health, safety, or welfare.
 - d. That the proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code and the California Environmental Quality Act.
2. That, based on the findings set forth in this Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the General Plan Amendment.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of July 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

CITY OF RIVERBANK**ORDINANCE NO 2022-****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE REZONING OF 2.01± ACRES TO PLANNED DEVELOPMENT,
LOCATED AT 3318 POCKET AVENUE (APN 075-090-063) –
A PROJECT KNOWN AS THE POCKET AVENUE SENIOR APARTMENTS**

WHEREAS, a General Plan Amendment and Rezone application has been received from Mahesh Khatwani with a proposal to demolish an existing single-family residence, garage, and barn on 2.01 acres, and to construct a forty (40) unit age-restricted single-story apartment complex; and

WHEREAS, the City of Riverbank Planning Commission conducted a Hearing on Tuesday, April 19, 2022 to take public comment and consider the proposed General Plan Amendment from Low Density Residential to Higher Density Residential (HRD) and the proposed Rezone from Single Family Residential (R-1) to Planned Development (PD); and

WHEREAS, the Planning Commission after considering public comment which included a neighborhood petition, voted 4-1 to recommend to the City Council that they deny the General Plan Amendment and Rezone requests; and

WHEREAS, the City Council held a properly noticed public hearing on the proposed General Plan Amendment and Rezone on July 26, 2022 and considered the project materials, Planning Commission recommendations, and public comments received; and

WHEREAS, the City Council for the City of Riverbank has made the following findings for adoption:

1. A General Plan Amendment and Rezone application has been received from Mahesh Khatwani with a proposal to demolish an existing single-family residence, garage, and barn on 2.01 acres, and to construct a forty (40) unit age-restricted single-story apartment complex; and
2. The project site has a General Plan Amendment request to change the current designation from Low Density Residential (LDR, density of 0-8 dwelling units per net acre) to Higher Density Residential (HDR, net density of 16+ units per acre) (the "General Plan Amendment"); and

3. The project site is currently zoned Single Family Residential (R-1) and the application includes a request to Rezone the property to Planned Development (PD); and
4. Notice of the public hearing on the proposed General Plan Amendment and Rezone Ordinance was published in the *Riverbank News*, a newspaper of general circulation, on July 13, 2022; and
5. Notices of the public hearing on the proposed General Plan Amendment and Rezone Ordinance were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on July 11, 2022; and
6. The City finds that Pursuant to the California Environmental Quality Act, the Project is exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects. The Rezone Ordinance is consistent with the (a) General Plan and its (b) EIR, (c) existing utility services are available to serve the project, (d) the project has no wetlands or value as wildlife habitat, (e) the project site is not on any environmental clean-up list, (f) the site and surrounding properties do not have the potential of exposure to future residents of hazardous substances, (g) the project will not have a significant effect on historical resources, (h) the site is not within an earthquake fault zone or subject to wildland fires, landslides or flooding, (i) the site is not within a developed open space area, and (j) the site is not located within the boundaries of a state conservancy.

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

Section 1: The City Council of the City of Riverbank approves Rezoning 2.01 acres to Planned Development zoning for a property located at 3318 Pocket Avenue (APN 075-090-063) to make it consistent with a General Plan Designation of Higher Density Residential (HDR).

Section 2: The City Clerk is hereby directed to cause the Official Zoning Map of the City of Riverbank to be revised to reflect the rezoning approved by this ordinance.

Section 3: Constitutionality, severability. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact

that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

Section 4: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Riverbank held on the 26th day of July, 2022, by Councilmember _____, who moved its introduction, which motion being duly seconded by Councilmember _____, said Ordinance was given a second reading by title only at a regular meeting of the City Council held on the ____ day of ____, ____, and after such reading, by title only, Councilmember _____ moved its adoption, seconded by Councilmember _____ and said Ordinance was thereupon adopted upon roll call was carried by the following roll call vote ____:

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank held on the 26th day of July, 2022.

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan
City Attorney

**City of Riverbank
Planning Commission
Resolution No. 2022-004**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF RIVERBANK, CALIFORNIA RECOMMENDING TO THE
CITY COUNCIL THAT THEY DENY THE APPROVAL OF A
GENERAL PLAN AMENDMENT WHICH WOULD REDESIGNATE
2.01 ACRES LOCATED AT 3318 POCKET AVENUE (APN 075-
090-063) TO HIGHER DENSITY RESIDENTIAL (HDR)**

WHEREAS, an application has been received from Mahesh Khatwani with a proposal to demolish an existing single-family residence, garage, and barn on 2.01 acres, and to construct a forty (40) unit age-restricted apartment complex; and

WHEREAS, an application from Mahesh Khatwani requests a General Plan Amendment to change the current designation of 3318 Pocket Avenue from Low Density Residential (LDR, which allows for a net density of 0-8 dwelling units per acre), to Higher Density Residential (HDR, which allows for a net density of 16+ units per acre); and

WHEREAS, the project site is currently zoned Single Family Residential (R-1) and the application includes a request to rezone the property to Planned Development (PD); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Government Code further requires that the City Council receive input from the Planning Commission on any proposed General Plan Amendment; and

WHEREAS, the notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on April 6, 2022; and

WHEREAS, the notices of the public hearing on the General Plan Amendment were mailed to all property owners within 300 feet of the property on April 4, 2022, according to the most recent assessor's roll; and

WHEREAS, the Planning Commission has reviewed the General Plan Amendment and conducted a public hearing on April 19, 2022 in the manner prescribed by law; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS THE CITY COUNCIL DENY THE CONDITIONAL APPROVAL OF GENERAL PLAN AMENDMENT NO. 01-2021, BASED ON THE FOLLOWING FINDINGS:

1. General Plan Amendment Findings: That pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission finds as follows:
 - a. The General Plan Amendment is **not** in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed multi-family housing zoning and **increase traffic in the area.**
 - b. The General Plan Amendment is consistent and compatible with the goals and majority of the policies of the General Plan.
 - c. The General Plan Amendment is exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects.
 - d. The proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.
2. That, based on the findings set forth in this resolution, the evidence in the City Staff Report, and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends approval of the General Plan Amendment.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, or word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.
4. The City finds that the General Plan is exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 19th of April, 2022, by the following roll call vote 4-1:

AYES: Commissioners: Link, Dinan, Stewart, and Reuben

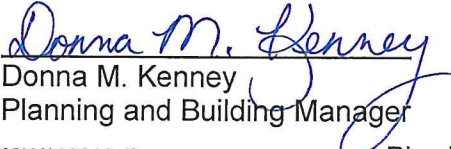
NOES: Commissioner: Basso

ABSENT:

ABSTAIN:

Attest:

Approved:


Donna M. Kenney
Planning and Building Manager


Steve Link, Chairperson
Planning Commission

**City of Riverbank
Planning Commission
Resolution No. 2022-005**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF RIVERBANK, CALIFORNIA, RECOMMENDING TO THE
CITY COUNCIL THAT THEY DENY THE APPROVAL OF
ORDINANCE NO. 2022-XXX TO REZONE TO PLANNED
DEVELOPMENT 2.01 ACRES LOCATED AT 3318 POCKET
AVENUE APN: 075-090-063**

WHEREAS, an application has been received from Mahesh Khatwani with a proposal to demolish an existing single-family residence, garage, and barn on 2.01 acres, and to construct a forty (40) unit age-restricted apartment complex; and

WHEREAS, an application from Mahesh Khatwani requests a rezone to Planned Development (PD) on a project site currently zoned Single Family Residential (R-1); and

WHEREAS, the application also includes a request for a General Plan Amendment to change the current designation of 3318 Pocket Avenue from Low Density Residential (LDR, which allows for a net density of 0-8 dwelling units per acre), to Higher Density Residential (HDR, which allows for a net density of 16+ units per acre); and

WHEREAS, the Planning Commission held a public hearing on April 19, 2022 to consider Zoning Ordinance Amendment (Rezone) 02-2021; and

WHEREAS, notice of the public hearing on the Rezone was published in the *Riverbank News*, a newspaper of general circulation on April 6, 2022; and

WHEREAS, notices of the public hearing on the Rezone were mailed to all property owners within three hundred (300) feet of the property, according to the most recent assessor's roll, on April 4, 2022; and

WHEREAS, the Planning Commission has reviewed the proposed Rezone and conducted a public hearing on April 19, 2022, in the manner prescribed by law; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL DENY CONDITIONAL APPROVAL OF ORDINANCE NO. 2022-XXX, REZONING 2.01 ACRES TO PLANNED DEVELOPMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE, BASED ON THE FOLLOWING FINDINGS:

1. Pursuant to California Government Code Section 65855, the recommendation to City Council shall include the relationship to the applicable general or specific plan.
 - a. The property identified in this action has requested a change in its General Plan Land Use Designation from Low Density Residential (LDR) to Higher Density Residential (HDR) and then a Rezone from Single Family Residential (R-1) to Planned Development (PD).
 - b. The proposed General Plan Amendment to HDR and the proposed Rezone to PD will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860.
2. The uses proposed will not be a detriment to the present and proposed surrounding land uses, but will enhance the desirability of the underutilized lot and have a beneficial effect. **The Planning Commission determined there will be a traffic impact if the project is approved.**
3. Deviations from the standard ordinance requirements is warranted by the unusual concept design and additional amenities must be incorporated into the future site plan which offer certain redeeming features to compensate for any deviations that may be permitted under PD zoning.
4. The principles incorporated in the future Development Plan submittal must identify unique characteristics which could not otherwise be achieved under other zoning districts.
5. The PD rezone was not initiated by the City, so the previous findings are required.

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

The City finds that Pursuant to the California Environmental Quality Act, the rezone is exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 19th of April, 2022, by the following roll call vote 4-1:

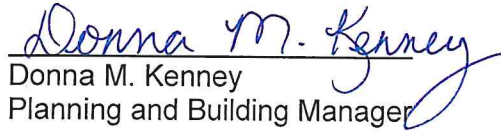
AYES: Commissioners: Link, Dinan, Stewart, and Reuben

NOES: Commissioner: Basso

ABSENT:

ABSTAIN:

Attest:

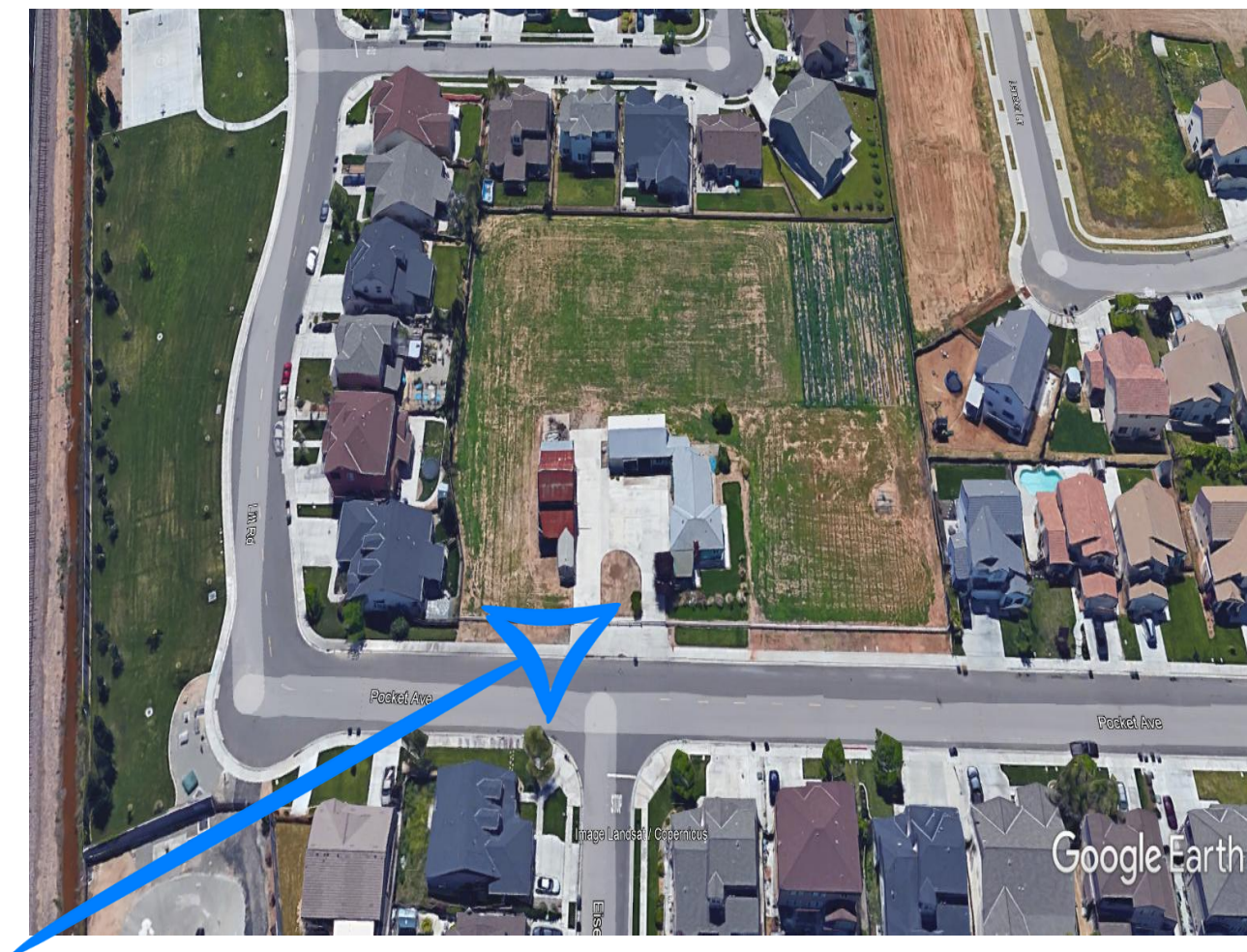

Donna M. Kenney
Planning and Building Manager

Approved:

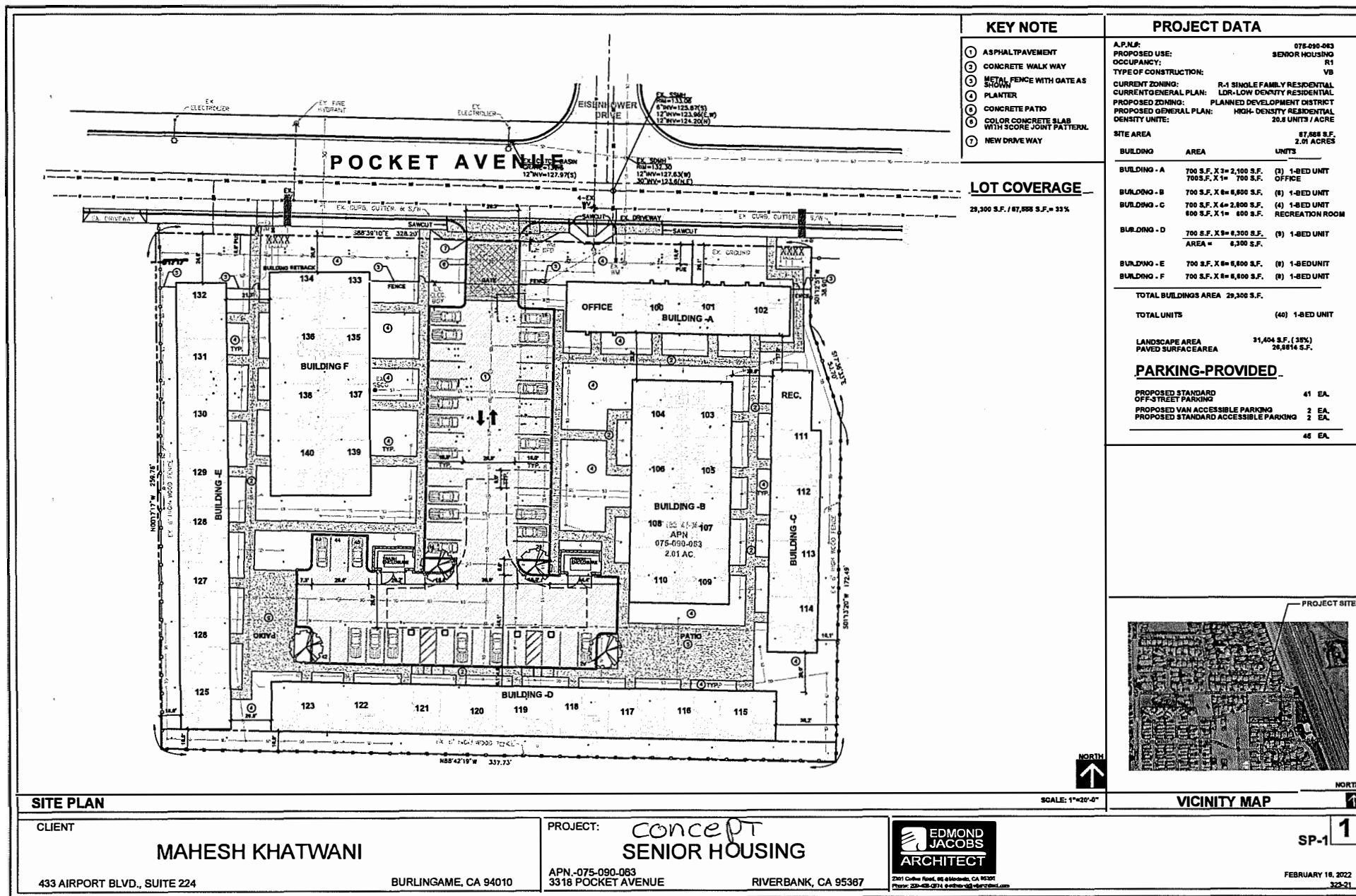

Steve Link, Chairperson
Planning Commission

Attachment: **Exhibit A** – Draft City Council Ordinance No. 2022-XXX

ATTACHMENT 5



3318 Pocket Avenue



RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	July 26, 2022
Subject:	Authorize the City Manager to execute task order authorization to the City's On-Call Utility Engineer for preparation of an updated water master plan.
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Riddell, Public Works Director

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a task order authorization to the City's on-call Utility Engineer Kjeldsen, Sinnock & Neudeck, Inc. (KSN) to prepare an updated water master plan for the City. The budget for the water master plan update is \$151,315 and would include an updated hydraulic model of the City's water distribution network, including planning for future water facilities. The master plan is to be performed under the existing January 12, 2022 On-Call Utility Engineering Contract between the City of Riverbank and KSN.

SUMMARY

The City last prepared a master plan of its potable water system in 2007, in concert with the then update to the City's General Plan. Water master plans are critical engineering planning documents that support the City's land use planning and long-range planning of this vital infrastructure, both to continue service to existing customers but also to develop an orderly expansion to meet future water use as new development occurs consistent with approved land use planning. In addition to assessing the needs of existing systems and planning for new facilities to serve new development, an updated water master plan for the City will support the following objectives:

1. Support ongoing Urban Water Management Plan reviews and implementation.
2. Serve as a basis for updated Public Facilities Fees to allow comprehensive collection of fees from new development to cover the cost of expansion of the City's system.

3. Provide guidance an input to regional water supply planning, including future expected water use by the City considered in the groundwater basin Groundwater Sustainability Plan (GSP).
4. Provide information for updating the City's Capital Improvement Program to address facilities replacement and improvement as a result of changing water quality and facilities condition.
5. Serve as a basis for water supply assessments necessary under SB610.

Staff has worked with KSN to develop a reasonable but complete scope of services for the water master plan, to tier off of the 2007 master plan, but also update the study to address current conditions including changes in regulatory requirements, groundwater quality and well conditions, and current land use planning considerations. The goals of the water master plan update include:

- A. Updating the condition assessment of the City's water utility, which includes review of key facilities such as the City's Well No. 10 and Well No. 5.
- B. Update land use information based on development that has occurred since 2007.
- C. Consider new and current land use planning and approved Specific Plans.
- D. Update water demands based on changes in the City's system since 2007, which includes documented water use efficiency from such City efforts as modernization of the water meter system.
- E. Update the review of the well expansion program to meet future needs, considering the GSP and current and projected well capacities.
- F. Address potential for integrating treatment into one or more of the City's current and/or future wells, particularly considering the presence of 1,2,3-TCP in the City's Well No. 5 and the potential for encountering nitrate as the City's well field expands west.

These objectives have been integrated into the Scope of Services requested of KSN and the results of the Study would support the City's future planning of water infrastructure including providing for a sound financial basis for facilities maintenance, rehabilitation, and expansion.

BACKGROUND

In 2007, the City developed a water master plan based on the then updated 2007 General Plan. The 2007 water master plan has served as the City's guide to the orderly expansion of the water system and is the basis of the current water system Public Facilities Fees. The 2007 water master plan evaluated then existing conditions and outlined a plan for expansion of the City's wells, distribution system, and storage and booster pumping. Since preparation of the 2007 water master plan, there have been many changes in the City's growth and development as well as changes to regulatory requirements and groundwater conditions. The following key changes have occurred since the 2007 water master plan, that indicate the need for an updated plan:

1. Changes in the City's land use and growth patterns, including development and approval of Specific Plans and changes in the City's Sphere of Influence since 2007.

2. New urban water management planning requirements and water conservation requirements.
3. Presence of certain water quality constituents of concern in several of the City's wells, potentially triggering the need to provide treatment on existing and future wells.
4. Coordination with the Groundwater Sustainability Plan for the Modesto Sub-basin and updated information requirements to support SB610 Water Supply Assessments.

Incorporating these changed conditions in an updated plan are important for the orderly expansion of the City's water system and to assure adequacy of the City's Public Facilities Fees for water.

The attached Scope of Services has been developed with KSN to meet the City's objectives for this update, and it is expected that completion of the water master plan update will take approximately twelve months. Since the City does not have the hydraulic model source files created as part of the 2007 master plan, the proposed budget includes KSN's development of the base existing facilities model as part of their scope, with model files to be provided to the City at the completion of the master plan study.

STRATEGIC PLAN

Updating the City's water master plan and this action addresses the following August 10, 2021 Strategic Plan Goals:

Goal 1.1c. Continue to review and update master Fee Schedules and Rate Schedules on a regular basis.

Goal 6, Promoting Sustainable Development, by providing for facilities that sustainably support the City's thoughtful and careful planning.

FINANCIAL IMPACT

The proposed budget for the City's requested Scope of Services is \$151,315, which includes the provisional task to create the base hydraulic model of the City's water system. This project would be funded from the City's Water Enterprise Fund.

ATTACHMENT

1. April 7, 2022 KSN Scope of Services for City of Riverbank Water Master Plan Update.

**Scope of Services
City of Riverbank
Water Master Plan Update
April 7, 2022**

Project Background and Understanding

The City of Riverbank last developed its water facilities master plan (Water Master Plan) in 2007 along with update to the City's General Plan Policy Document (General Plan 2005 – 2025). This 2007 Water Master Plan was based on land use projections as contained in the City's 2005-2025 General Plan and outlined facilities needed to serve the then existing water system users and planned development. The City's Capital Improvement Program and facilities impact fees for water were based on the 2007 Water Master Plan. Since that time certain development has proceeded with many of the associated water system improvements being constructed. However, several changes in regulatory and water planning policies have occurred since 2007 that warrant an update to the 2007 Water Master Plan. In addition to updating facilities costs, this update to the Water Master Plan is intended to meet the following goals:

1. Prepare updated existing facilities condition assessment;
2. Incorporate details of development that has occurred since 2007;
3. Update land use projections for certain areas based on approved Specific Plans;
4. Update water demands as a result of the City's recent efforts in water conservation and implementation of the most recent Urban Water Management Plans;
5. Update an availability of current and future water supply availability and well design and construction requirements, including consideration of the policies and provision of the Modesto Subbasin groundwater Sustainability Plan (GSP); and
6. Address new water quality requirements and potential impacts to the City's groundwater source, e.g., impact of groundwater contamination with 1,2,3-Trichloropropane and potential concerns for groundwater nitrate; and

The below scope of services is intended to meet these goals while also updating facilities planning criteria and recommended facilities plan.

Scope of Services

Task 1: Gather and Evaluate Background Information

KSN will initiate the Master Plan Study by collecting and reviewing existing background information. Much of the information needed for the Master Plan is already in KSN's files as a result of our preparation of prior planning studies and review of facilities impact fees and update to the most recent Urban Water Management Plan. Other information relevant to developing the Master Plan will be solicited from the City including such information as:

1. Information related to current and anticipated land development to be included in the Master Plan Update;
2. Most recent water production and water use records;
3. The City's well water quality monitoring;
4. Information regarding water infrastructure constructed since the 2007 Water Master Plan including distribution system improvements, well construction and improvements, tanks and booster pump station improvements, if any;
5. Well performance data including static depth to water, pumping level, and indicators of well condition and capacity characteristics.

KSN will obtain and review other information from available public sources such as:

- Modesto Subbasin Groundwater Sustainability Plan information and criteria;
- Stanislaus County GIS land use data and inventories; and
- Stanislaus Consolidated Fire Protection District information regarding fire protection criteria.

The information reviewed under this task will be used in subsequent tasks for preparing the Master Plan.

Task 2: Existing Facilities Review and Condition/Capacity Assessment

KSN will conduct a review of the existing facilities to document their expected capacity and condition to continue to serve the Riverbank water system. Capacity and condition review will include a review of design documents, City historical system operation, maintenance, and repair records, previous studies and inspection reports, and site visits to review facilities with City operation and maintenance staff. Review will also consider facilities characteristics to integrate into planned modified facilities. This task will include review of the following specific facilities:

1. City wells and wellhead/wellsite improvements;
2. Review of the existing Water Tank No. 1 and Water Tank No. 2 and associated booster pumping stations; and
3. Representative distribution facilities such as sampling stations, blow offs, and hydrants.

The results of the capacity assessments conducted under this task will be documented in a Technical Memorandum to be considered in the Master Plan and attached to the Master Plan as an appendix. KSN will develop general facilities condition assessment based on available records, reported facilities age, available inspection reports, and condition as noted during the site visit.

Task 3: Identify Study Area and User Characteristics

KSN will work with the City to develop and confirm the Study Area. Study area will primarily be developed based on the City's existing or planned General Plan boundary, but also to include projects specifically proposed for development or under consideration for approval for annexation or Specific Plan/ Sphere of Influent amendment approval. Definition of the study area will be coordinated with the

City limits and Sphere of Influence (SOI) as approved by the Stanislaus Local Area Formation Commission (LAFCO) and to include any pending or proposed SOI amendments.

Once the study area is confirmed, KSN will develop use area characteristics including, but not limited to:

- Existing and potential future users to be provided potable water;
- Update to typical per-unit demands based on user type;
- System water losses;
- Peaking factors (for Max Day Demand and Peak Hour Demand); and
- Applicable fire flow (based on input from local County Fire officials, considering applicable provisions of 2019 California Fire Code such as Appendix B).

Study area and user characteristics will be described and integrated into the Master Plan document.

Task 4: Develop Distribution System Concepts and Hydraulic Modeling

Using the previously prepared Master Plan distribution system model, model updates will be integrated including information on water system improvements constructed since 2007. The updated distribution system model will be used to evaluate the hydraulics of the existing system and to develop facilities improvement needs to serve area expansion. Consistent with the prior model, the updated hydraulic model will be prepared in WaterCAD and will include the following steps and components:

1. Development of initial model update incorporating water system improvements since 2007, with hydrant-testing based model validation;
2. Addition of distribution system additional piping, wells, and tanks, into the model to assess and validate size requirements and operating conditions to meet new demands;
3. The following phased expansions will be modeled to identify improvement needs (pipeline sizing, pump stations, and integration of storage):
 - a. Existing conditions and users (as a means to validate the base model);
 - b. System buildout to meet planned development;
 - c. Phased expansion to meet requirements of new users as specific large-scale projects are developed (assuming a total of three large developments driving phasing);
4. Hydraulic models runs will be completed to assess average, peak hour, and peak day plus fire flow and pressure conditions.

Model results will be integrated into the Master Plan, with a technical memorandum prepared to summarize the model development, validation, and detailed characteristics.

If the City does not have the native hydraulic model files, then KSN will prepare, as a provisional sub-task to this task, the based hydraulic model for use in preparing the water master plan update. Our fee identified the separate budget for this provisional sub-task if necessary.

Task 5: Develop Facilities Alternatives and Recommended Projects

Using the Study Area characteristics, user characteristics and demand criteria, as well as the hydraulic model and model scenarios, a series of facilities expansion alternatives will be developed for the expanded water system. Planning-level facilities characteristics, descriptions, and exhibits will be developed for facilities alternatives. Planning level opinions of total facilities cost (construction plus planning level factors for soft costs such as engineering, environmental, etc.) will be developed based on KSN's experience with similar facilities and input or experiences of the City with the cost of similar systems. Facilities alternatives to be considered in this scope include, but are not limited to, the following:

1. Identification of water supply needs, including addition of new wells and storage and booster pumping;
2. Consideration of potential groundwater supply water quality issues of concern based on groundwater quality data and trends;
3. Water supply assessment coordinated with the Modesto Subbasin Groundwater Sustainability Plan policies and criteria;
4. Storage and booster pumping requirements;
5. Distribution and interconnecting piping sizes and preliminary alignments (we will develop pipeline alignments based on existing Master Plan pipeline alignments and in coordination with planned development likely alignments along existing right-of-way or property boundaries).

Following our identification of facilities alternatives and review of constraints and cost/capacity criteria, a set of recommended improvements will be developed for the Water Master Plan. The results of the facilities alternatives evaluation and recommended projects will be integrated into the Master Plan. Updated criteria for well design and construction, storage tanks and booster pumping systems, and facilities reliability and resiliency will be developed.

Task 6: Develop Phasing and Project Funding Plan

A phasing and project funding plan will be developed for the recommended Master Plan projects. Facilities characteristics and cost information will be compiled from the results of prior tasks and described in a phasing plan. The phasing plan will identify triggers and/or stages for phase implementation as well as detail and summarize phase capital costs.

For each phase, the number and characteristics of users the phase is expected to serve will be identified. Costs, including buy-in to existing facilities, per user and user type will be developed for each phase.

For each phase, possible project funding programs and approaches will be evaluated, including:

- Direct buy-in per Phase for capital expansion, to be estimated on a per dwelling unit basis or per unit structure consistent with existing City policies for capacity or connection charges;

- Debt financing of capital with estimated cost per Phase per unit assuming funding through low-interest programs such as the Drinking Water State Revolving Fund, including debt service under these programs.

Based on the cost per unit for facilities, a recommended schedule of Capacity Charges will be developed for consideration by the City in updating its Impact Fees.

As part of Task 6, capacity charges will be developed for all new users. This fee is to be based on the final recommended Master Plan scenario. The Capacity Charge calculations will be developed in a separate Technical Memorandum and schedule of charges for consideration by the City Council. The Capacity Charge Technical Memorandum will be prepared to meet applicable requirements of California Government Code sections 66013, 66016, and 66022 and to meet the test of reasonableness as required under Proposition 26, demonstrating that the fees are not taxes.

Task 7: Prepare Draft and Final Master Plan Documents

Draft and final Master Plan reports will be prepared based on the completion of the above tasks. We anticipate the Master Plan to contain the following sections:

1. Master Plan Executive Summary
2. Existing Conditions and Existing Facilities
3. Plan Area and Existing and Future Service Area Characteristics
4. Facilities Alternatives and Recommended Facilities Plan
5. Facilities Phasing Plan
6. Facilities Funding Plan
7. Appendices
 - a. Updated Water Demands
 - b. Existing Facilities Condition Assessments Technical Memorandum
 - c. Hydraulic Model Development and Validation Technical Memorandum
 - d. Detailed Facilities Cost Estimates
 - e. Project Financing Cost Details
 - f. Facilities design criteria, wells, tanks, booster pumps and facilities reliability and resiliency criteria
 - g. Other calculations and relevant background information

The Master Plan draft will be prepared to the following draft and final stages:

- Admin Draft document with +/- 75% level completion of technical evaluation, including modeling results, preliminary facilities alternatives and costs.
- Public Review Draft for use in presentation at public meetings and outreach.
- Final Draft document for presentation to the City Council and for use in developing Project Environmental Documents as necessary. The Final Draft document will be prepared incorporating relevant public outreach input as directed by the City.

- Final Riverbank Water System Master Plan Update, incorporating input from the City Council and addressing any critical environmental document review input.

Task 8: Project Management, Meetings, and Presentations

Through the course of the project, KSN will provide project management, team coordination, and communication with the City on project progress, schedule and costs. Project management will consist of semi-monthly progress meetings or conference calls with the City to communicate project progress and coordination. To facilitate a smooth project, KSN will develop a Project Workplan outlining the activities and schedule for completion of key project tasks and points for input and coordination with the City and other stakeholders or City consultants. Additional regular communication will occur as needed throughout the project beyond this task.

KSN will schedule, prepare for and conduct meetings and presentations at the following stages of project development:

1. Kickoff meeting with key KSN team members and City representatives to review the scope of services, schedule, lines of communication and coordination, and other administrative items as necessary.
2. Semi-monthly progress conference calls will be conducted with the City project manager to review project progress and discuss project related requirements, challenges, and schedule, up through development of the Draft Master Plan.
3. Progress workshops will be conducted at the following stages:
 - a. Hold internal workshop to review existing facilities, condition assessments, results of the study area and user characteristics. At this step, KSN will prepare information for use in public outreach to provide an opportunity for input to the study area, recommended improvements and initial phasing plan;
 - b. Workshop review of the Admin Draft Master Plan;
 - c. Workshop review of the Final Draft Master Plan, including review of documents for use in presenting the Final Draft Master Plan to the public.
4. KSN will prepare for and conduct a formal presentation to the City Council of the Master Plan document at the Final Draft document stage.
5. Participate in meetings (up to 3) meetings with interested third-party stakeholders to communicate plan and solicit feedback on facilities alternatives.

Scope Understandings and Assumptions

Our proposed scope of services and budget are based on the following additional limitations, assumptions, and understandings:

1. CEQA document preparation, project descriptions, and environmental and CEQA alternatives analysis will be prepared under separate scope or by others.

2. Scope does not include preparation of possible follow-up documents or reports such as Urban Water Management Plan updates, State Water Resources Control Board service area mapping, or Drinking Water Permit Amendments or other permits.
3. Facilities alternatives will be developed by KSN, with input from the City, based on a limited set of likely project approaches, and screened at a preliminary level to meet project objectives based on expected lowest capital and operating costs.
4. KSN will review groundwater information to gain a general understanding of limitations, however our scope does not include an independent detailed review of water availability.
5. Elevation of information for system modeling will be based on publicly available digital elevation models, data or surfaces, with spot elevations confirmed at key points such as tanks, booster pump stations, and water treatment plant sites.

**City of Riverbank
Water Master Plan Update**

TASK HOURS BREAKDOWN & FEE ESTIMATE - April 7, 2022

TASKS AND DESCRIPTIONS		KJELSEN, SINNOCK & NEUDECK, INC. STAFF HOURS						Total Labor Hours	Total Labor Budget	OTHER DIRECT COSTS			Other Direct Costs Budget	Total Budget (Rounded)
		Principal-In-Charge/Project Manager Neal Colwell, PE	Project Engineer Elisabeth Beckensten, PE	Project Engineer Steven Whitlesey, PE	Staff Engineer Patrick Maloney, EIT	Tech/GIS/ CAD II	Admin II			Direct Expense	Mileage Expense	Sub Consultant		
		Rates	\$273	\$216	\$185	\$151	\$134	\$98		110%	0.58	110%		
1	Gather and Evaluate Background Information	12	16			24			52	\$ 10,356			\$ -	\$ 10,356
1.1	Gather and Review Facilities Information	8	8			16			32	\$6,328			\$ -	\$6,328
1.2	Gather and Review Modesto Subbasin GSP Information	4	8			8			20	\$4,028			\$ -	\$4,028
2	Existing Facilities Review and Capacity Assessment	10				32			66	\$ 12,746	\$27.50	\$26.10	\$ 2,200	\$ 15,000
2.1	Site Visit to Review City Facilities	2	8			8			18	\$3,482		\$26.10		\$3,508
2.2	Prepare Existing Facilities Capacity Technical Memorandum	8	16			24			48	\$9,264	\$27.50		\$2,200	\$11,492
3	Identify Study Area and User Characteristics	6		14		26	12	4	62	\$ 10,154			\$ -	\$ 10,154
3.1	Identify and Map Study Area	1		4	6	8			19	\$2,991			\$ -	\$2,991
3.2	Evaluate Projected Land Use Information	2		4	4	4			14	\$2,426			\$ -	\$2,426
3.3	Develop Updated Water Demands and Peaking Factors	2		4	12			4	22	\$3,490			\$ -	\$3,490
3.8	Develop Fire Flow Criteria and Requirements	1		2	4				7	\$1,247			\$ -	\$1,247
4	Develop Distribution System Concepts and Hydraulic Modeling	17		74	14	46			151	\$ 26,609	\$302.50	\$26.10	\$ -	\$ 26,938
4.1	Preliminary Interconnection Concepts Development and Review	2		4	6	8			20	\$3,264			\$ -	\$3,264
4.2	Prepare Updated Existing Facilities Hydraulic Models (using prior model files)	4		24		16			44	\$7,676			\$ -	\$7,676
4.3	Existing Conditions Model Validation	2		16	8				26	\$4,714	\$275.00	\$26.10	\$ 301.10	\$5,015
4.4	Prepare Expanded Distribution System Concept Model and Facilities Sizing	4		16		8			28	\$5,124			\$ -	\$5,124
4.5	Prepare Phasing Model Runs	1		8		8			17	\$2,825			\$ -	\$2,825
4.6	Prepare Model Development and Validation Technical Memorandum	4		6		6			16	\$3,006	\$27.50		\$ 27.50	\$3,034
5	Develop Facilities Alternatives and Recommended Projects	16	40	2	58	8			124	\$ 23,208	\$1.10	\$0.58	\$ 4,400	\$ 27,610
5.1	Develop Water Supply Needs and Alternatives	4	8		8				20	\$4,028			\$ -	\$4,028
5.2	Develop Groundwater Supply Expansion Plan	2	8		8	4			22	\$4,018		\$2,200	\$ 2,200.00	\$6,218
5.3	Coordinate Groundwater Use with Urban Water Management Plan and Groundwater	2	4		10				16	\$2,920			\$ -	\$2,920
5.4	Develop Updated Storage and Booster Pumping Facilities Plan	2	4		8				14	\$2,618			\$ -	\$2,618
5.5	Develop Updated Distribution Facilities Improvement Plan	2	8	2	8	4			24	\$4,388			\$ -	\$4,388
5.6	Develop Recommended Facilities Improvements Costs	4	8		16				28	\$5,236	\$1.10	\$0.58	\$2,200	\$7,438
6	Develop Phasing and Project Funding Plan	8	10		20		2	40	\$ 7,560	\$1.10	\$0.58	\$ -	\$ 1.68	\$ 7,562
6.1	Develop Facilities Phasing Plan	4	4		8				16	\$3,164			\$ -	\$3,164
6.2	Develop Project Financing Evaluation	2	2		4				8	\$1,582			\$ -	\$1,582
6.3	Develop Capacity Charge Technical Memorandum	2	4		8		2	16	\$2,814	\$1.10	\$0.58		\$ 1.68	\$2,816
7	Prepare Draft and Final Master Plan Documents	11	16	14	50	24	10	125	\$ 20,795	\$396.00	\$0.58	\$ 3,300	\$ 3,586.58	\$ 24,383
7.1	Prepare Admin Draft (+/- 75%)	4	8	8	24	8	4	56	\$9,388	\$82.50		\$2,200	\$ 2,282.50	\$11,671
7.3	Prepare Public Review Draft	4	4	4	12	6	2	32	\$5,508	\$93.50		\$550	\$ 643.50	\$6,152
7.4	Prepare Final Draft for City Council Presentation	2	2	2	8	6	2	22	\$3,556	\$110.00				\$3,556
7.5	Prepare Final Master Plan Document	1	2		6	4	2	15	\$2,343	\$110.00	\$0.58	\$550	\$ 660.58	\$3,004
8	Project Management, Meetings, and Presentations	26	8	4	18	8	2	66	\$ 13,552	\$165.00	\$29.00	\$ 2,530	\$ 2,724.00	\$ 16,276
8.1	Kickoff and Project Meetings (10)	12			10			22	\$4,786			\$1,265	\$ 1,265.00	\$6,051
8.2	Progress Review Workshops (3)	6	4	4	8	4	1	27	\$5,084			\$1,265	\$ 1,265.00	\$6,349
8.3	Presentations to City Council (1)	4				4	1	9	\$1,726	\$82.50	\$14.50		\$ 97.00	\$1,823
8.4	Meetings with Stakeholders (3)	4	4					8	\$1,956	\$82.50	\$14.50		\$ 97.00	\$2,053
PROJECT TOTALS		106	90	108	242	98	18	686	\$ 124,980	\$ 893.20	\$ 82.94	\$ 12,430	\$ 13,296.14	\$ 138,279
Provisional Tasks		4		16	24	40		84	\$13,036	\$ -	\$ -	\$ -	\$ -	\$ 13,036
4.0	Create Base Hydraulic Model	4		16	24	40		84	\$13,036					\$13,036
OPTIONAL TASKS TOTALS		4		16	24	40		84	\$13,036	\$ -	\$ -	\$ -	\$ -	\$ 13,036
GRAND TOTALS		110	90	124	266	138	18	770	\$ 138,016	\$ 893	\$ 83	\$ 12,430	\$ 13,296	\$ 151,315

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

KJELDTSEN, SINNOCK & NEUDECK, INC.

PREVAILING WAGE FEE SCHEDULE City of Riverbank On-Call Utility Engineering Effective July 1, 2021

Position	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Principal Engineer	\$265.00	\$273.00	\$281.00	\$289.00	\$298.00
Associate Engineer	\$240.00	\$247.00	\$254.00	\$262.00	\$270.00
Senior Engineer	\$210.00	\$216.00	\$222.00	\$229.00	\$236.00
Engineer II	\$190.00	\$196.00	\$202.00	\$208.00	\$214.00
Engineer I	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Junior Engineer	\$147.00	\$151.00	\$156.00	\$161.00	\$166.00
Senior Surveyor	\$215.00	\$221.00	\$228.00	\$235.00	\$242.00
Surveyor	\$185.00	\$191.00	\$197.00	\$203.00	\$209.00
Assistant Surveyor	\$155.00	\$160.00	\$165.00	\$170.00	\$175.00
Field Crew-One Man & Vehicle	\$210.00	\$216.00	\$222.00	\$229.00	\$236.00
Field Crew-Two Man & Vehicle	\$320.00	\$330.00	\$340.00	\$350.00	\$361.00
Inspector	\$165.00	\$170.00	\$175.00	\$180.00	\$185.00
Inspector & Vehicle	\$195.00	\$201.00	\$207.00	\$213.00	\$219.00
Senior Project Manager	\$235.00	\$242.00	\$249.00	\$256.00	\$264.00
Project Manager	\$200.00	\$206.00	\$212.00	\$218.00	\$225.00
Assistant Project Manager	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Grant Manager	\$155.00	\$160.00	\$165.00	\$170.00	\$175.00
GIS Specialist	\$150.00	\$155.00	\$160.00	\$165.00	\$170.00
Technician/GIS/CAD Designer III	\$147.00	\$151.00	\$156.00	\$161.00	\$166.00
Technician/GIS/CAD Designer II	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00
Technician/GIS/CAD Designer I	\$100.00	\$103.00	\$106.00	\$109.00	\$112.00
Project Accountant	\$141.00	\$145.00	\$149.00	\$153.00	\$158.00
Administrative III	\$110.00	\$113.00	\$116.00	\$119.00	\$123.00
Administrative II	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
Administrative I	\$80.00	\$82.00	\$84.00	\$87.00	\$90.00
Equipment	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
3D Print Cloud Work Station	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
GPS Receivers-Per Receiver Per Hour	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Robotic Total Station	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
HDS Scanner	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Boat	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Expenses					

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

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date:	July 26, 2022
Subject:	Designation of a Voting Delegate and Alternate(s) to Attend the 2022 League of California Cities Annual Conference
From:	Marisela H. Garcia, City Manager
Submitted by:	Gaby Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that City Council designate Members of the Council as the Voting Delegate, plus one or two alternates. They will attend the 2022 League of California Cities Annual Conference and Expo, to be held in Long Beach on September 7-9, 2022, and to participate in the Annual Business Meeting for the consideration of resolutions that establish Cal Cities policy. The City Council is to ratify the designations by roll call vote.

SUMMARY

Annually, the League of California Cities requests that the City Council take action in order to participate in the Annual Business Meeting by designating a Voting Delegate, and to appoint one or two alternates. Participation in the meeting ensures that Riverbank Officials have an opportunity to initiate and influence policy decisions by voting on resolutions that establish League policy. The resolutions for the City Council to consider will be presented at the next regular Council meeting to discuss and determine the City's position to each resolution, and to have the designated Voting Delegate or alternate represent the City's position accordingly. The Annual Business Meeting is held during the General Assembly on Friday, September 9th.

The designated Voting Delegate and alternate(s) must be registered for the conference. Council's selection of the Voting Delegate and alternate(s) will be reported to Cal Cities. The current Cal Cities Central Valley Executive Committee representatives are Vice Mayor Campbell as the primary member and Councilmember Uribe as the alternate.

FINANCIAL IMPACT

Conference registration is \$600, plus travel and hotel accommodations per attendee.

ATTACHMENTS

1. Annual Conference Voting Procedures.



LEAGUE OF
**CALIFORNIA
CITIES**

Annual Conference Voting Procedures

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