

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Council/Authority Members

Vice Mayor District 1 - Luis Uribe

District 2 - Rachel Hernandez

District 3 - VACANT

District 4 - Darlene Barber-Martinez



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



TUESDAY, OCTOBER 22, 2024 – 6:00 P.M.

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

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 **Proclamation- Veterans and Military Families Month-** It is recommended that the City Council read the Proclamation for Veterans and Military Families Month – November 2024 and present to George Retana, President of Veterans in Action.

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.

IN PERSON COMMENTS- Please fill out a Comment Card & Return to the City Clerk

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 City Council and Local Redevelopment Authority Board Minutes for the Special Meeting on October 2, 2024 and the Regular Meeting of October 8, 2024.
- Item 9.3** **Resolution** to approve the Memorandum of Understanding for Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA).
- Item 9.4** **Resolution** of Reimbursement Declaring the City's Intent to Expect Reimbursement of Expenditures Paid Prior to the Issuance of Obligations or the Approval by the State Water Board of Project Funds.
- Item 9.5** **Second Reading by Title Only and Introduction of an Ordinance** Approving the Rezone 01-2024 5.9 Acres to Planned Development Located at 6448 Claus Road (APN 062-039-048) for the Heritage II Subdivision.

10. PUBLIC HEARING- No Items Scheduled.

11. NEW BUSINESS

- Item 11.1** **Provide Direction to City Staff Regarding Projects for the Newly Dedicated Park Improvement Funds Through the American Rescue Plan Act in the Amount of \$389,362.22.** - It is recommended that the City Council provide guidance to the Parks and Recreation staff regarding the types of projects that should be funded using the recently allocated \$389,362.22 for park improvements under the American Rescue Plan Act.
- Item 11.2** **Resolution Approving a Consultant Services Agreement with Jane Media Services for Social Media and Communication Services-** It is recommended that the City Council consider adopting a Resolution Approving a Consultant Agreement with Jane Media Services for Social media & Communication Services

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.

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

14. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, November 12, 2024**

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 City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act. Posted this 17th Day of October 2024 <i>/s/ Gabriela Hernandez, CMC, City Clerk</i>



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

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99- **(NOT AVAILABLE AT THIS TIME)**
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 5:00 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 5:00 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 public if anyone wishes to comment, at that time you may approach the podium.
- **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/81919851872>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **819 1985 1872**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **819 1985 1872**

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:	October 22, 2024
Subject:	Veterans and Military Families Month – November 2024
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council read the Proclamation for Veterans and Military Families Month – November 2024 and present to George Retana, President of Veterans in Action.

SUMMARY

Families provide our Servicemembers with invaluable encouragement and love, and manage the home front while their loved ones are deployed. Military families and veterans can experience a number of challenges, including higher rates of divorce, homicide, child abuse, and child neglect. The stress of deployments often affects emotional well-being and family dynamics. To cope, they build strong support networks, rely on community resources, and develop resilience. Access to benefits like healthcare and educational assistance helps ease some challenges, while active community involvement provides additional support.

BACKGROUND

November was officially designated as Military Family Month in 1996 by the Armed Services YMCA. Since then, it has served as a time to recognize the significant sacrifices made by military families. They contend with separation from their families and make adjustments to new living situations and communities. Military Families embody strength, resilience, and courage.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

VETERANS & MILITARY FAMILIES MONTH – NOVEMBER 2024

WHEREAS, November was first declared as Military Family Month in 1996. Since then, November has been a time to acknowledge the tremendous sacrifices our military families make. They contend with separation from their families and make adjustments to new living situations and communities. Military Families embody strength, resilience, and courage; and

WHEREAS, we unite with the community to honor the extraordinary men and women whose selfless service has safeguarded our nation's most cherished freedoms. Their sacrifices are woven into the fabric of our community, reminding us daily of the courage it takes to preserve liberty; and

WHEREAS, too many veterans carry painful memories and bear physical and emotional scars from their service. We will never forget our veterans who are suffering from mental health issues or the military families that are left behind; and

WHEREAS, families provide our Servicemembers with invaluable encouragement and love, and manage the home front while their loved ones are deployed. As we approach the winter holiday season when families across the world come together, we pay special tribute to our deployed forces and their families; and

NOW, THEREFORE, the City Council of the City of Riverbank hereby proclaims November 2024 as "Veterans and Military Families Month" and urges the Riverbank community to celebrate the indomitable spirit of our heroes and reaffirm our commitment to them, ensuring that their service is never forgotten, and their contributions always cherished.

October 22, 2024

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL

**District 1 – Vice Mayor Luis Uribe, District 2 – Rachel Hernandez, District 4 – Darlene Barber-Martinez,
Mayor Richard D. O'Brien**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 22, 2024
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

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

SUMMARY

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

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 22, 2024
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for the Special Meeting on October 2, 2024 and the Regular Meeting on October 8, 2024.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Special Meeting Minutes of October 2, 2024 and the Regular Meeting on October 8, 2024.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. October 2, 2024 Special City Council Meeting Minutes.
2. October 8, 2024 Regular City Council/LRA Board Meeting Minutes.

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Council/Authority Members:
District 1 -Luis Uribe
District 2- Rachel Hernandez
District 3- Vacant
District 4 -Darlene Barber-Martinez



CITY OF RIVERBANK

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



SPECIAL MEETING
WEDNESDAY, OCTOBER 2, 2024 – 6:00 P.M.
(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

This meeting was held via teleconference

Teleconference Location:

**Tru by Hilton Goodyear Phoenix West
1430 N. Bullard Ave. #312**

- 1. CALL TO ORDER** - Mayor / Chair O'Brien called the meeting to order at 6:00 P.M.
- 2. FLAG SALUTE** – Mayor O'Brien led the pledge of allegiance.
- 3. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

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

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 District 3 -VACANT
Mayor / Chair Richard D. O'Brien

4. AGENDA CHANGES

No Agenda Changes.

5. 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.

None Declared.

6. 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.*

No Public Comment.

7. SPECIAL BUSINESS

Item 7.1 **Provide Direction to City Staff Regarding Filling the District Three City Council Vacancy Due to the Resignation of Councilmember Leanne Jones Cruz-** It is recommended that the City Council establish a procedure to appoint a City Councilmember to fill the District Three City Council office vacancy created by the resignation of Councilmember Leanne Jones Cruz.

City Clerk Hernandez gave a comprehensive staff report and PowerPoint presentation on the procedure to appoint a City Councilmember to fill the District Three City Council office vacancy created by the resignation of Councilmember Leanne Jones Cruz.

Public Comments:

Jami Aggers, Modesto Resident, I am very interested in this agenda item. I think that given that you have more than 2 years remaining on this particular Councilmember's vacancy you should be holding a special election rather than just appointing someone. It's very concerning to me that you are all leaning toward this action of just appointing someone. So please take that into consideration. Thank you.

ACTION: *By motion moved and seconded (Uribe / Hernandez 4/0) to approve **Resolution 2024-092** to move forward with filling the District Three Vacancy on City Council by Appointment.*

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

8. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 6:18 P.M. to the next regular scheduled City Council / LRA Meeting of October 8th, 2024 at 6:00 P.M.

ATTEST: (Adopted 10/08/2024)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor/ Chair

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Council/Authority Members:
District 1 -Luis Uribe
District 2- Rachel Hernandez
District 3- Vacant
District 4 -Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**

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



TUESDAY, OCTOBER 8, 2024 – 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 O'Brien called the meeting to order at 6:00 P.M.
- 2. FLAG SALUTE** – Councilmember Barber-Martinez led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

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

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 District 3-VACANT

Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

The order of Proclamations and presentation will be changed.

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.

None Declared.

7. PRESENTATIONS (Informational only)

Item 7.3 **Proclamation – Walk and Roll to School Day – October 9, 2024-** It is recommended that the City Council read and present a Proclamation for Walk and Roll to School Day to Armando Nunez, Program/Grant Manager for CASA Del Rio Family Resource Center.

Mayor O'Brien read and presented the proclamation for Walk and Roll to School Day to Armando Nunez, with CASA del Rio Family Resource Center.

Item 7.4 **Proclamation – Lights on Afterschool – October 18, 2024-** It is recommended that the City Council read and present the Proclamation for Lights on Afterschool to Armando Nunez, Program/Grant Manager for CASA Del Rio Family Resource Center.

Mayor O'Brien read and presented the proclamation Lights on Afterschool to Armando Nunez, with CASA Family Resource Center.

Item 7.1 **Proclamation – Code Enforcement Officer Appreciation Week-** It is recommended that City Council present a proclamation for Code Enforcement Officer Appreciation week to Neighborhood Improvement Officer II, Patrick McCulloch and Senior Neighborhood Improvement Officer, Eric White.

Mayor O'Brien read and presented the proclamation for Code Enforcement Officer Appreciation Week to Patrick McCulloch & Eric White Neighborhood Improvement Officers.

Item 7.2 **Proclamation- October 2024 – Fire Prevention Month-** It is recommended that the City Council read and present the proclamation for Fire Prevention Month to Ciera Sansing, Fire Inspector and Battalion Chief, Scott Burke with Stanislaus Consolidated Fire Protection District.

Mayor O'Brien read and presented the proclamation for Fire Prevention Month to Ciera Sansing and Scott Burke with Stanislaus Consolidated Fire Protection District.

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 6:25 P.M

Olivia Arambula: Riverbank Chamber of Commerce to provide an update on upcoming Chamber events.

Olivia Arambula: Riverbank resident to express concern regarding speed limit on Oakdale Road at the Oakdale Road and Claribel Road intersection.

There being no further public comments, Mayor O'Brien closed the Public Comment period 6:33 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 City Council and Local Redevelopment Authority Board Minutes for September 24, 2024.

Item 9.3 **Resolution 2024-093** of the City Council of the City of Riverbank Declaring Certain Property Surplus as Listed in Exhibit A and Authorizing Its Disposition

Item 9.4 **Resolution** Approving a Voluntary Contribution Agreement for Participation in the Eastern San Joaquin Basin Nitrate Control Program Management Zone with Valley Water Collaborative for a not-to-exceed amount of \$10,000.00 annually.

Councilmember Barber-Martinez pulled Item 9.4 for further discussion.

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

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez 4/0) to approve the **Consent Calendar Items 9.1-9.3** as presented.*

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 9.4 **Resolution 2024-094** Approving a Voluntary Contribution Agreement for Participation in the Eastern San Joaquin Basin Nitrate Control Program Management Zone with Valley Water Collaborative for a not-to-exceed amount of \$10,000.00 annually.

Councilmember Barber-Martinez would like to get clarification on what is the Eastern San Joaquin Basin Nitrate Control Program and why we have do this type of additional testing? Would like to get clarification for the public.

Director of Public Works Cody Bridgewater provided clarification, the nitrate control program is actually a two-part program that the State implemented back in I believe 2018. We are a priority 2 basin, which means we had to start going into effect and doing these regulations in 2022. So, in 2022, we entered the Sea B salts program, and the State is essentially trying to clean up the groundwater. So, they are looking at the aquifers and the basins that the wastewater treatment plants discharge, into which City of Riverbank

discharges into the eastern San Joaquin Basin, which is just north of the river there. So, we are a priority, 2 basin. In 2022, we entered into the CB Salts program under the salinity portion. And now, 2 years later, they are kicking in the nitrate portion. For example, say Pathway A is what you choose to treat your water at your wastewater treatment plant to the level that the State requires. In order to discharge or you can choose pathway B, which means you grow. You join this group or coalition, and you perform studies and additional sampling on your water so that the State can take that data and have a further knowledge of what degradation is going on into the into the aquifer being that the city does not have the ability to treat to that pathway A portion right now, with our existing treatment plant, we are required to go into the pathway B, which means joining the coalition. So, in order to maintain compliance with the state, we have to choose one path, and with the state of our facility right now, in the condition that it's in, in the quality of treatment we are able to do, we cannot choose the treatment portion. We must go with the coalition.

Councilmember Barber-Martinez, and it's my understanding these are mandated testing that we have to do by the State of California? Does that require us to hire additional staff? Or will our staff, you know, be doing the testing?

Public Works Director Bridgewater, Yes, Mandated testing by the state.
No, ma'am, our contractor that does our testing currently will be taking care of that.

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

ACTION: By motion moved and seconded (Barber-Martinez / Uribe 4/0) to approve the **Consent Calendar Item 9.4** as presented.

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

Item 7.5 **Recognition – Vice Mayor District 3, Leanne Jones Cruz-** It is recommended that the Riverbank City Council recognize Vice Mayor District 3 Leanne Jones Cruz for her dedication and public service to the City of Riverbank.

Mayor O'Brien read a presented a plaque and flowers to former Councilmember/Vice Mayor Leanne Jones Cruz in recognition of her time serving as Councilmember for the City of Riverbank.

10. PUBLIC HEARING

Public Notices for Item 10.1 & Item 10.2 were published on 9/25/2024 in the Riverbank News.

Item 10.1 **Resolution to Consider Approval of the Request for an Exception to Allow for Flag Lot Configuration and Vesting Tentative Parcel Map 01-2024 Located at 2842 Turpin Avenue (APN 132-062-003).** – It is recommended City Council adopt one resolution to approve a request of

Mr. Jorge and Consuelo Alcala for an Exception to allow for a flag lot configuration and to subdivide the subject parcel based on the General Plan and Zoning Consistency findings.

Michael Arroyo, Contract Planner with JB Anderson Land Use Planning gave a comprehensive staff report and PowerPoint presentation on the Request for an Exception to Allow for Flag Lot Configuration and vesting tentative parcel map 01-2024 located at 2842 Turpin Avenue.

City Council Discussed item with City Staff.

Mayor O'Brien opened the Public Hearing at 7:04 P.M.

Mayor O'Brien closed the Public Hearing at 7:04 P.M.

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

ACTION: *By motion moved and seconded (Uribe / Hernandez 4/0) to approve **Resolution 2024-095** approving the request of Rod Hawkins, Hawkins and Associates Engineering, Inc. for an exception request and tentative parcel map 01-2024, located at 2842 Turpin Avenue (APN 132-062-003.*

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.2 **Resolutions to Consider Approval of (1) General Plan Amendment 01-2024, (2) Tentative Subdivision Map 01-2024, and (3) Architectural and Site Plan Review 06-2024 and the First Reading by Title Only and Introduction of an Ordinance Approving the Rezone 01-2024 5.9 Acres to Planned Development Located at 6448 Claus Road (APN 062-039-048) for the Heritage II Subdivision-** Adopt three resolutions and one ordinance approving the request of Summerfaire Commerce Center LLC. for a General Plan Amendment, Rezone, Vesting Tentative Subdivision Map, and Architecture and Site Plan Review to create forty-seven (47) single family residential lots in the proposed Heritage II subdivision. The property is located at 6448 Claus Road (APN 062-039-048).

Michael Arroyo, Contract Planner with JB Anderson Land Use Planning gave a comprehensive staff report and PowerPoint presentation on 1) General Plan Amendment 01-2024, 2) Tentative Subdivision Map 01-2024, and 3) Architectural and Site Plan Review 06-2024 and the First Reading by Title Only and Introduction of an Ordinance Approving the Rezone 01-2024 5.9 Acres to Planned Development Located at 6448 Claus Road.

City Council Discussed item with City Staff.

Mayor O'Brien opened the Public Hearing at 7:19 P.M.

Mayor O'Brien closed the Public Hearing at 7:19 P.M.

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

ACTION: By motion moved and seconded (Uribe/ Hernandez 4/0) to approve **Resolution 2024-096** Approving General Plan Amendment 01-2024 **Resolution 2024-097** Approving the Tentative Subdivision Map 01-2024 **Resolution 2024-098** Approving the Architectural & Site Plan Review 06-2024 and Approving the First Reading of proposed **Ordinance 2024-XXX** Approving the Rezone 01-2024 of 5.9 Acres to Planned Development located at 6448 Claus Road (APN 062-039-048).

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

11. NEW BUSINESS

Item 11.1 **Resolution Authorizing an Amendment to the American Rescue Plan Act Spending Plan-** It is recommended that the City Council receive an update regarding the ARPA Spending Plan Projects and provide direction to staff on possible amendments.

City Manager Garcia, gave a comprehensive staff report and power point presentation on the proposed amendment to the American Rescue Plan Act Spending Plan.

City Council Discussed item with City Staff.

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

ACTION: By motion moved and seconded (Uribe / Barber-Martinez 4/0) to approve **Resolution 2024-099** authorizing an Amendment to the American Rescue Plan Act Spending Plan.

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

Item 11.2 **Consideration of the 2024 Cal Cities Annual Conference Resolution-** It is recommended that the City Council provide direction to the Voting Delegates for the 2024 Cal Cities Conference General Assembly on the proposed resolution.

City Manager Garcia, gave a comprehensive staff report and power point presentation on the 2024 Cal Cities Annual Conference proposed resolution and seeks direction for the voting delegate to vote at the General Assembly.

City Council Discussed item with City Staff.

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

ACTION: *Provided direction to the Voting Delegate's Councilmember Barber-Martinez as primary and Councilmember Hernandez as alternate, to support the Resolution No.1 as presented at the General Assembly. By City Council vote of 4/0.*

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

Item 11.3 **Nomination and Appointment of the Vice Mayor to Serve for the Remainder of the 2024 Calendar Year-** With the resignation of the 2024 Vice Mayor, Councilmember District 3 Jones Cruz, the position became vacant. It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor for the remainder of the year 2024 and, by roll call vote, the City Council shall approve the Appointment

City Manager Garcia, gave a comprehensive staff report on the nomination and appointment of a Vice Mayor to serve for the remainder of the 2024 Calendar Year, due to the resignation of Councilmember Leanne Jones Cruz who was serving as Vice - Mayor.

City Council Discussed item with City Staff.

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

ACTION: *By motion moved and seconded (O'Brien / Hernandez 4/0) to approve the nomination and appointment of **Councilmember Luis Uribe** as Vice Mayor for the remainder of the 2024 calendar year.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, 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 reported on the following:

- *Join us this Saturday, October 12th for the annual cheese and wine festival. The festival will run from 10 am to 10 pm. Here, in downtown Riverbank we have over 160 vendors, a car show, 2 stages with live entertainment throughout the day. Including the dancing horses at 12 pm. All day activities at the kids' corner. The festival is free to the public and tickets to the 3 wine tasting sessions at the Community Center are currently available at City Hall or on Eventbrite.*
- *The Sierra House, open house and dedication ceremony will be held on Monday, October 14th. The open house will run from 4 pm to 5:15 pm, with the dedication ceremony starting at 5:30 pm. The Sierra House is located at the corner of 4th Street and Sierra.*
- *The draft housing element will be made available to the public with this Thursday's publishing of the October 15th Planning Commission agenda and kicks off a 30-day review process. The draft housing element will then be brought forward to City Council at the November 12th meeting.*
- *The Haunted Hayride is happening on October 25th & 26th, at Jacob Myers Park.*
- *Our Dia de los Muertos event is scheduled for November 1st from 5 to 9 pm. Here in Downtown.*
- *Christmas Parade this year is scheduled for Saturday, December 14th.*

City Clerk Gabriela Hernandez reported on the following:

- *The district 3 City Council seat is currently vacant, we are conducting a recruitment and taking applications. Any persons interested are encouraged to apply. The minimum requirements are that you are:*
 - *18 years of age or older and that you are a registered voter residing within the boundaries of District 3.*
 - *Applications are available on our City website and at City Hall City Clerk Office. Applications will be accepted until Tuesday Nov. 12th at 12:00 pm. Interviews will be conducted in a special meeting soon after. For more information or questions please contact the City Clerk's Office.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- *Annual run for the cheese run is the morning of the cheese and wine festival. I'm going to be running the 10k. I ran my 1st mile like a month ago so wish me luck. I will see you all at the wine tasting though.*

Councilmember Barber-Martinez reported on the following:

- We had our presentation about the walk and roll to school. I'm asking everyone to join me at 7:15am at Castleberg Park. We will have fun walking with the kiddos to school.*
- If you have not heard about the great shake out day, it will be October 17th at 10:17 am. You can join millions of people across the world practicing earthquake safety, do it at work, at school or at home. Just practice what to do in case we have an earthquake, because you just never know. So, I want to ask the question, do you know what to do if we do have an earthquake? you can go to the website www.shakeout.org, and find out more about the drills that you can practice on and know and be prepared in case we have an earthquake.*
- Thank you to Cody and his department for putting the recycled water project on our website. I appreciate that because I think that we need to explain and have access to our big huge projects for the public.*
- A couple of save the dates there will be a spaghetti dinner fundraiser and support for Veterans and First Responders. This will be at the Veterans Service Center, 3500 Coffee Road, Thursday, October 17th from 4:30 to 7:30 tickets are \$15 per person. And you can call the veterans first and there is a phone number 209-556-4738.*
- Royal Neighbors of America. They will be having their 16th Annual Veterans luncheon. That will be on November 9th which is a Saturday. It is free to all Veterans, and you can also bring one guest, and it's at the Veterans foundation, 3500 Coffee Rd. Ste.15 in Modesto doors open at 11, and reservations are open now. They've been open since September 15th but they do close on October 15th so you have a little bit of time to get your call in and get your reservations. Phone number is 209-869-3635. Let's support our Veterans. Thank you.*

Vice Mayor Uribe reported on the following:

- I got the opportunity to meet with F & M Bank, Jared Steinwert from the regional Senior VP. Corinne Santos, the Senior VP. They're just kind of reaching out looking for additional ways to kind of support Riverbank, and kind of give back. Thank you to Michael, for the suggestions of Tot Time, The sharks and mermaid programs. Two really popular programs. One's running at a loss. So, I am hoping, fingers crossed that they're going to be reaching out to you and sponsoring those. And then I do have a follow up meeting with them. We're going to be meeting with the SBDC, German. They want to do a cool little project in town, so when we're back from Long Beach I have that set up, and looking forward to see where that meeting goes.*
- Cheese and Wine like Marisela stated Michael please let parks and rec. staff know that we are very proud of the work they are doing, they should be proud of everything they have done. Probably stressed out. But it's going to be a good event. I'm excited to be there. I will be out there supporting the Sister City. I am going be*

out there supporting Randy and Love Riverbank. Then of course The Chamber I will be helping them out. So, looking forward to it, and that's all I have. Thank you.

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- I, too, want to commend Cody for the wastewater treatment plant website. I would like to see it expanded. Have a water segment throughout because we have our sigma we have our management for groundwater. The Delta needs to be in there because we're paying what? \$25,000 a year for delta sampling if with stormwater. Even though we collected, we sampled the Delta for us. So, we have a whole list of things that the State is regulating with the water because they're really controlling water throughout the State. And it's going to happen here soon, so we need to be prepared for what they're doing. But it was a great segment that I saw, and I know it's a work in progress because we'll make it in progress.*

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 **LIABILITY CLAIMS**

Pursuant to Government Code § 54961)

Claimant: Janet Vaughn

Agency Claimed Against: City of Riverbank

Item 13.2 **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee

Association and Riverbank Miscellaneous Employees

There being no public comment, Mayor O'Brien moved to Closed Session at 7:53 P.M.

Reconvened from Closed Session at 8:12 P.M.

14. REPORT FROM CLOSED SESSION

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

LIABILITY CLAIMS

Pursuant to Government Code § 54961)

Claimant: Janet Vaughn

Agency Claimed Against: City of Riverbank

ACTION: *By a 4/0 Vote the claim has been denied.*

Item 14.2 Report from Closed Session **Item 13.2**

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee

Association and Riverbank Miscellaneous Employees

ACTION: *Direction has been provided to staff.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 8:12 P.M. to the next regular scheduled City Council / LRA Meeting of October 22, 2024 at 6:00 P.M.

ATTEST: (Adopted 10/22/2024)

APPROVED:

Gabriela Hernandez, CMC
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: **October 22, 2024**

Subject: **Resolution to Approve the Memorandum of Understanding for Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA)**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Cody Bridgewater, Public Works / LRA Director**

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution authorizing the City Manager to execute a Memorandum of Understanding with the member agencies of the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) for services related to Groundwater Sustainability Planning, Reporting, Studies, Mutual Aid, and support services. The purpose of the MOU is to facilitate the ability of a designated member agency to lead or execute a consultant agreement for services with the Modesto Subbasin.

SUMMARY

In September of 2014, Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 (“SGMA”), which changed the landscape of groundwater management. SGMA is a comprehensive three bill package that sets the framework for statewide sustainable groundwater management by local agencies. SGMA requires among other items, the formation of GSAs and the preparation of Groundwater Sustainability Plans (“GSP”) with a focus on long-term sustainability.

The basin where Riverbank is located (the Modesto sub-basin) is designated as a high priority basin. SGMA authorizes a local agency – or a combination of local agencies – overlying a groundwater basin to form a GSA. Multi-agency GSAs can be formed through either a Memorandum of Understanding or other legal agreement.

The Stanislaus and Tuolumne Rivers Groundwater Basin Association (“STRGBA”) member agencies are all local agencies, pursuant to SGMA’s definition. The STRGBA member agencies include the cities of Riverbank, Oakdale, Modesto, and Waterford, Stanislaus County, Oakdale Irrigation District, and Modesto Irrigation District. Since its inception 1994, STRGBA has provided a forum for local agencies to work cooperatively

to provide for coordinated planning in the pursuit of effective and sustainable management of the Basin's water resources. Riverbank and the agencies included in the STRGBA have participated on a number of coordinated efforts over the past 23 years.

The Member Agencies entered into a Memorandum of Understanding in 2016 to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association, Groundwater Sustainability Agency (STRGBA GSA).

An MOU for undertaking groundwater sustainability planning, reporting, studies, mutual aid, and support services within the Modesto Subbasin has been prepared and is attached for Council approval.

The MOU allows each member agency the authority to hire consultants and administer contract agreements for services agreed to by the STRGBA GSA agencies, with each member contributing 1/8th (12.5%) share of the total. Tuolumne County, as an independent GSA in the Modesto Subbasin, also contributing a 1/8th (12.5%) share though a separate agreement they have in place with Stanislaus County.

The governing body for each STRGBA GSA member agency will formally authorize the execution of the attached MOU.

FINANCIAL IMPACT

The City of Riverbank will be responsible for an equal share of proposed contract agreements for consultant services deemed necessary and approved by the STRGBA GSA.

ATTACHMENTS

1. City Council Resolution 2024-
2. Memorandum of Understanding

CITY OF RIVERBANK

RESOLUTION 2024-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM
OF UNDERSTANDING WITH THE MEMBERS OF STRGBA GSA FOR SERVICES
RELATED TO UNDERTAKING GROUNDWATER SUSTAINABILITY PLANNING,
REPORTING, STUDIES, MUTUAL AID, AND SUPPORT SERVICES WITHIN THE
MODESTO SUBBASIN**

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

WHEREAS, the Sustainable Groundwater Management Act of 2014 (SGMA) required the formation of Groundwater Sustainability Agencies (GSA) and the preparation and submission of Groundwater Sustainability Plans (GSP) by January 31, 2022, and

WHEREAS, in January 2017 the City of Riverbank elected to enter into a Memorandum of Understanding with the other agencies to form the Stanislaus and Tuolumne River Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA) and prepare the 2022 Groundwater Sustainability Plan for the Modesto Subbasin in compliance with SGMA, and

WHEREAS, while the MOU established in January 2017 included provisions on the financial commitments expected by and from each member agency, it did not include the language detailing the authority with the GSA to administer contract agreement associated with consultant services related to the preparation of Annual Reports and/or updates to the GSP, and

WHEREAS, given the financial policies for some of the member agencies, it was determined a separate MOU was needed to clarify the authority within the GSA to administer contract agreements associated with consultant services related to the preparation of Annual Reports, updates to the GSP, or other services that benefit the Subbasin’s collective groundwater and surface water resources, and

WHEREAS, consulting services may consist of planning, reporting, monitoring, research, studies, and supporting services that promote the coordination of groundwater management planning activities with the Subbasin, such as groundwater monitoring and project development and implementation, and

WHEREAS, the MOU allows each member agency the authority to hire consultants and administer contract agreements for services agreed to the by the

STRGBA GSA agencies and specifies the cost sharing responsibility of each member agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the attached Memorandum of Understanding with the members of STRGBA GSA for services related to undertaking groundwater sustainability planning, reporting, studies, mutual aid, and support services within the Modesto Subbasin.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of October, 2024; 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, CMC
City Clerk

Richard D. O'Brien
Mayor

MEMORANDUM OF UNDERSTANDING
by and between the
STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION
GROUNDWATER SUSTAINABILITY AGENCY MEMBER AGENCIES
for
UNDERTAKING GROUNDWATER SUSTAINABILITY PLANNING, REPORTING,
STUDIES, MUTUAL AID, and SUPPORT SERVICES WITHIN MODESTO SUB-BASIN

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made in the State of California as of the ____ day of _____, 2024, is by and between the member agencies of the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA), Groundwater Sustainability Agency (GSA), which includes: the County of Stanislaus, a political subdivision of the State of California; the Oakdale Irrigation District, a California irrigation district; the City of Oakdale, a California public agency; the City of Riverbank, a California public agency; the City of Modesto, a California public agency; the City of Waterford, a California public agency; and the Modesto Irrigation District, a California irrigation district (each referred to individually as a “Member Agency” or collectively as the “Member Agencies”).

RECITALS

WHEREAS, groundwater and surface water resources within the Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02) (“Sub-basin”) are vitally important resources for necessary for maintaining the economic viability, environmental sustainability, and prosperity of the Modesto Sub-basin, and it’s individual constituents; and

WHEREAS, although each of the Member Agencies overlies, and has rights to extract groundwater from the Sub-basin, each member agency’s individual surface and groundwater rights, historical groundwater production, and groundwater recharge and conveyance activities vary greatly from one another; and

WHEREAS, the Sustainable Groundwater Management Act (“SGMA”) authorizes local agencies to manage groundwater locally, and in a sustainable fashion; and

WHEREAS, SGMA requires groundwater basins designated as either medium or high-priority to be managed by one or more Groundwater Sustainability Agencies (“GSA”) by June 30, 2017, and that GSAs adopt a groundwater sustainability plan (“GSP”) by January 31, 2022; and

WHEREAS, pursuant to SGMA, a combination of local agencies may form a GSA through a memorandum of understanding, or other legal agreement; and

WHEREAS, each of the Member Agencies overlies a portion of the Sub-basin, and is a local agency as defined by SGMA; and

WHEREAS, in order to coordinate groundwater management activities and to comply with SGMA, the Member Agencies desire to form a GSA for the portion of the Sub-basin that lies within their collective jurisdictions; and

WHEREAS, the Member Agencies entered into a Memorandum of Understanding in 2016 to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association, Groundwater Sustainability Agency (STRGBA GSA); and

WHEREAS, an agreement is needed to allow current or incoming Member Agencies to reimburse another member agency designated as a budget or consultant contract administrator Member Agency for their equitable share (which is based on the number of participating member

agencies) of activities conducted under auspices of SGMA, and to permit the Member Agencies to pay for services provided by third party consultants, or another Member Agency's employees involving collaborative planning, reporting, monitoring, research, mutual aid, and other activities performed on behalf of the STRGBA GSA.

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF MEMBER AGENCIES

- 1.1 Districts are special purpose irrigation districts formed under California Law.
- 1.2 The City of Modesto, City of Oakdale, City of Riverbank, and City of Waterford, are responsible for managing municipal utilities within their respective jurisdictional areas pursuant to their City Charters, Municipal Codes, and applicable California law.
- 1.3 The County of Stanislaus and County of Tuolumne are political subdivisions of the State of California

SECTION 2: DEFINITIONS

- 2.1 "**Consulting Services**" refers to planning, reporting, monitoring and research activities performed by Contractors hired by a Member Agency on behalf of the STRGBA GSA for the management of collective groundwater and surface water resources,, that the Member Agencies may agree to jointly fund during the term of this MOU. Consulting Services are described in more detail in Section 3.1.
- 2.2 "**Contractors**" refers to third party professional service consultants hired by a Member Agency to perform any of the Consulting Services described in Section 3.1 using funding provided by the Member Agencies under the terms of this MOU.
- 2.3 "**Direct Services**" means mutual aid and support services, including administrative, project management, or field investigation activities, that are provided by employees of one Member Agency for one or more other Member Agencies using the Task Order process described in Section 3.2.
- 2.4 "**Districts**" means the Modesto and Oakdale Irrigation Districts.
- 2.5 "**Fiscal Year**" refers to the Cities' and/or Counties' fiscal year beginning on July 1 of one calendar year, and ending on June 30 of the succeeding calendar year.
- 2.6 "**GSA**" means Groundwater Sustainability Agency
- 2.7 "**MID**" refers to the Modesto Irrigation District.
- 2.8 "**OID**" refers to the Oakdale Irrigation District.
- 2.9 "**Member Agencies**" means MID, OID, County of Stanislaus, City of Modesto, City of Riverbank, City of Waterford, and the City of Oakdale.
- 2.10 "**Stanislaus County**" refers to the County of Stanislaus
- 2.11 "**STRGBA GSA**" means Stanislaus and Tuolumne Rivers Groundwater Basin Association, Groundwater Sustainability Agency

2.12 “Sub-Basin” means the Modesto Sub-basin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.02)/

2.13 “Task Order” refers to the form exchanged by the Member Agencies for the performance of Direct Services.

2.14 “Tuolumne County” refers to the County of Tuolumne. Tuolumne County is an independent GSA in the Modesto Sub-basin. Tuolumne County has established a separate agreement with Stanislaus County for participation in the STRGBA GSA.

SECTION 3: PLANNING, REPORTING, MONITORING, RESEARCH, STUDIES, AND SUPPORTING ACTIVITIES

3.1 Consulting Services: Any Member Agency may propose hiring Contractors to perform Consulting Services that benefit the Sub-Basin’s collective groundwater and surface water resources. Consulting Services may consist of planning, reporting, monitoring, research, studies, and supporting services that promote the coordination of groundwater management planning activities within the Sub-basin, such as groundwater monitoring and project development and implementation. Consulting Services may consist of research activities concerning subjects such as groundwater pumping and usage, evaluation of the Sub-basin's need for additional or improved water extraction, storage, delivery, conservation, and recharge facilities, groundwater recharge, hydrology, climatology, land usage, and landscape processes. All Member Agencies may agree to participate in the proposed Consulting Services, or only certain Member Agencies may agree to participate in the proposed Consulting Services, depending on the nature of the proposed Consulting Services and available funding. The implementation and funding of Consulting Services shall be subject to the following requirements:

3.1.1 Scope of Work and Budget: The Member Agencies participating in the Consulting Services shall jointly agree in writing on the scope of work and budget for each proposed planning, monitoring and research activity to be performed by Contractors, and on any amendments to work scopes or budgets for Consulting Services using Contractors that were previously approved by the Member Agencies.

3.1.2 Funding: The Member Agencies participating in the Consulting Services shall share the costs of any agreed upon Consulting Services equally, or in such other proportion as those Member Agencies may agree in writing. Stanislaus County, agrees and promises that, for all cost-share obligations under this Agreement, including cost-share for Base Fee and Contingency Services, it shall also be responsible for all cost-share amounts allocable to Tuolumne County.

3.1.3 Execution and Administration of Contracts with Contractors: Any Member Agency that proposes to hire one or more Contractors to perform Consulting Services must obtain the other participating Member Agency, or Member Agencies’ written approval of the proposed contract, scope of work, and budget before hiring the Contractors. The hiring Member Agency will execute the contract(s) for Consulting Services and administer and serve as the project manager of the contract(s). The hiring Member Agency shall obtain the other participating Member Agency or Member Agencies’ advance written approval for any amendment(s), changes in scope, or compensation paid to Contractors under previously approved contracts for Consulting Services. All contract(s) for Consulting Services shall contain language that deems the Contractor(s) to be an

independent contractor of the hiring Member Agency, and not an agent or employee of any other Member Agency to this MOU. Each Member Agency participating in Consulting Services under this MOU shall have the right to review and comment on draft versions of all reports submitted as deliverables by Contractor(s) that were prepared using funding provided in whole or part by that Member Agency. The hiring Member agency shall transmit the draft deliverables or direct the Contractor(s) to transmit the draft deliverables, to the other participating Member Agency or Member Agencies for review and comment. If a reviewing Member Agency does not provide comments on draft deliverables within thirty (30) calendar days from the date of receipt, that Member Agency will be deemed to have approved the content of the draft deliverables. The hiring Member Agency shall transmit final versions of all deliverables to the other Member Agencies providing funding for the Consulting Services.

- 3.2 Direct Services:** Any Member Agency to this MOU may (a) request that another Member Agency provide it with Direct Services, or (b) offer to provide Direct Services to another Member Agency. The Member Agency providing the Direct Services shall prepare, and the Member Agency or Member Agencies receiving the Direct Services shall approve, a Task Order that describes the scope of work, schedule for completion, names and hourly rates of personnel involved, and total estimated budget for the Direct Services to be performed. The Member Agency providing the Direct Services and the Member Agency or Member Agencies receiving the Direct Services will agree in writing on the allocation of costs among the Member Agencies for the Direct Services before the Direct Services are provided.

SECTION 4: GENERAL PROVISIONS

- 4.1 Fiscal Limitations:** This MOU is subject to the budget and fiscal provisions of the Member Agencies' respective Charters, Financial Policies, and the budget decisions of its Board of Directors, Board of Supervisors, or Council. No funds will be available hereunder until prior written authorization is approved by the respective Member Agencies' authorized designee(s).
- 4.2 Guaranteed Maximum Costs.** The Member Agencies' payment obligation to Member Agencies or Contractors cannot at any time exceed the amount approved for the purpose and period stated in such written approval. No Member Agencies are required to honor, any offered or promised payments to other Member Agencies or Contractors under this Agreement in excess of the approved maximum amount without the Member Agencies having first approved the additional promised amount, and the Member Agencies having modified the contractual agreement.
- 4.3 Invoices:** Any Member Agency that has hired Contractor(s) for Consulting Services, and/or is providing Direct Services under Section 4 of this MOU shall invoice the other Member Agencies benefiting from such services for their agreed upon shares of the costs on a monthly basis, unless another arrangement has been agreed upon in writing. Such invoices shall be paid within thirty (30) calendar days of receipt by the Member Agency being charged for such services. All invoices shall set forth in detail the Direct or Consulting Services provided, and the expenses incurred, and shall identify which Member Agency and/or Contractor(s) provided such services.

4.4 Insurance: The Member Agencies' contract(s) with Contractor(s) for Consulting Services performed shall require all Contractors to maintain in force during the course of the contract insurance in the following amounts and coverages, with insurers satisfactory to the Member Agencies: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Each policy shall: (i) name the other Member Agency or Member Agencies funding the Consulting Services, and their officers, officials, employees and agents, as additional insureds; (ii) provide that the insurance is primary to any other insurance available to any additional insured, with respect to any claims arising out of this MOU; (iii) provide that it applies separately to each insured against whom claim is made or suit is brought; and (iv) provide for at least thirty (30) days' advance written notice to the Member Agencies of cancellation or modification.

4.4.1 Workers Compensation Insurance for Direct Services: Each Member Agency agrees to maintain in force, during the term of this MOU, Workers' Compensation insurance, in statutory amounts, with Employers' Liability Limits of not less than \$1,000,000 each accident. Each Member Agency will provide the other Member Agencies evidence of Workers' Compensation insurance prior to entering into this MOU. With respect to employees of a particular Member Agency who are performing Direct Services for another Member Agency, the Member agency that is the recipient of the Direct Services shall not be considered a joint employer of any such employees, who shall be solely managed and controlled by the Member Agency providing the Direct Services.

4.5 Indemnification: Member Agencies shall indemnify and hold each respective Member Agency, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this MOU, but only in proportion to, and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Member Agencies, their officers, agents or employees. In the event of concurrent negligence of a Member Agency, its officers, employees and agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

4.6 Third Party Beneficiary Status and Indemnity: All contracts with Contractors for Consulting Services shall (1) contain language granting third party beneficiary status to any Member Agency contributing funds towards the performance of the Consulting Services; and (2) name all Member Agencies funding the Consulting Services as additional indemnitees in any indemnity clause customarily used by the contracting Member Agency in relation to any and all claims for bodily injury or property damage arising out of the negligence or willful misconduct of the Contractor.

4.7 Audit and Inspection of Records: Each Member Agency agrees to maintain and make available to the other Member Agencies, during regular business hours, accurate books and accounting records relating to their activities under this MOU. Each Member Agency will permit any other Member Agency to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this MOU, whether funded in whole or in part under this MOU. Each Member Agency shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this MOU or until after final audit has been resolved, whichever is later.

The State of California or any Federal agency having provided grant funds for any work under this MOU shall have the audit and inspection rights as conferred by the grant funding. Each hiring Member Agency under Section 3.1.3 shall include the same audit and inspection rights and record retention requirements in all Consulting Services contracts.

- 4.8 Ownership of Results:** The Member Agencies shall have joint ownership of the deliverables that are produced under this MOU, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Member Agencies or their Contractors for the purposes of this MOU. To the extent that deliverables are produced under this MOU through Consulting Services that are funded by only two Member agencies, rather than all Member Agencies, the two Member Agencies that have funded those Consulting Services shall have joint ownership of those deliverables.
- 4.9 Payment of Prevailing Wages:** Member Agencies agree to comply with all applicable local, state and federal laws respecting the payment of prevailing wages for Direct Services provided under this MOU, and ensure that all contracts for Consulting Services include a requirement for the Contractor to comply with applicable laws regarding the payment of prevailing wages..
- 4.10 Term:** The term of this MOU shall commence once all named parties have executed this MOU and shall remain in effect unless terminated by the mutual written consent of all Parties. Every Member Agency has the ability to withdraw from this MOU upon thirty (30) days written notice. Upon termination of this MOU, or withdrawal of any Member Agency, the Committee shall determine the assets and liabilities of the STRGBA GSA, make every effort to satisfy all obligations within sixty (60) days of the termination of this MOU, or withdrawal of any Member Agency and equitably distribute any remaining fund balance to each Member Agency in proportion to each Member Agency's Funding Percentage
- 4.11 Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants, or conditions of this MOU or the application of any such term, covenant, or condition shall be held invalid as to any Member Agency by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 4.12 Construction of Terms:** This MOU is for the sole benefit of the Member Agencies comprising the STRGBA GSA, and shall not be construed as granting rights to, or imposing any obligations on any person or entity other than the Member Agencies.
- 4.13 Limitation of Liability:** The Member Agencies' obligations under this agreement shall be limited to the payment of the compensation provided for in Section 3.3 of this MOU. Notwithstanding any other provision of this MOU, in no event shall any Member Agency 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, arising out of or in connection with this agreement or the services performed in connection with this agreement.
- 4.14 Termination for Convenience:** The Member Agencies may each terminate this MOU for convenience and without cause at any time by giving the other Member Agencies at least thirty (30) days prior written notice of such termination. The terminating Member Agency's written notice shall specify the date on which the termination shall become effective. In the event of termination, each Member Agency shall not be obligated to perform any further

activities described in this MOU except as specified in this Section 4.14. In the event of termination, each Member Agency remains obligated to pay for its share of any Consulting or Direct Services performed by Contractors or employees of a Member Agency for which the terminating Member Agency has previously agreed in writing to share costs pursuant to this MOU up to the effective termination date; and all Contractors and the Member Agencies shall be required to complete any Consulting or Direct Services previously funded by the Member Agencies to their satisfaction. In no event will any Member Agency be liable for Consulting Services costs incurred by Contractors or Direct Services costs incurred by a Member Agency under this MOU after the effective termination date.

4.15 Amendment: The Member Agencies may agree to modify the terms of this MOU by written agreement authorized by the governing boards of the Member Agencies.

4.16 Dispute Resolution: The Member Agencies shall make good faith efforts to resolve disputes or disagreements arising from this MOU. If a dispute or disagreement arises, the Member Agencies shall meet and confer within ten (10) calendar days of receiving written notification from a Member Agency describing the dispute and shall thereafter schedule and participate in further meetings, if appropriate, in an effort to resolve the dispute or disagreement.

4.17 Governing Law: This MOU is made under and shall be governed by the laws of the State of California.

4.18 Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

In WITNESS WHEREOF, the Member Agencies have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOU.

[Signatures on Following Page]

CITY OF RIVERBANK

By: _____ Date: _____
Marisela H. Garcia
City Manager

Authorized by City of Riverbank City Council Resolution No. _____

Approved as to form:

By: _____
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 22, 2024**

Subject: **Resolution of Reimbursement Declaring the City's Intent to Expect Reimbursement of Expenditures Paid Prior to the Issuance of Obligations or the Approval by the State Water Board of Project Funds**

From: **Marisela H. Garcia, City Manager**

RECOMMENDATION

It is recommended that that the City Council consider adopting a Reimbursement Resolution which states the City's intention to expect reimbursement of expenditures paid prior to the issuance of any obligations or the approval by the State Water Board of Project Funding.

SUMMARY

This Resolution is a requirement of the submittal of a Financial Assistance Application to the State Water Resources Control Board ("Water Board") for funding of the Riverbank Regional Recycled Water Project.

The resolution will allow the City to submit for reimbursement costs associated with the project that have been incurred prior to the issuance of Obligations (loans, bonds, etc.) or the approval of financing by the State Water Board.

Based on information at that time, in December 2022 the City Council adopted Resolution 2022-139 which authorized staff to expect reimbursement only for costs associated with engineering and established a maximum reimbursement amount of \$7,896,000. Based on feedback from the State Water Resources Control Board State Revolving Loan Program staff we are revising the Resolution to reflect total available funding from the program along with a 15% contingency.

On August 6, 2024 the Water Board approved the Fiscal Year 2024-25 Clean Water Revolving Fund Program Intended Use Plan which describes the Water Board's plan for implementing the program for the upcoming fiscal year. The plan is available at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2024/cw

[srf-iup-sfy2024-25-final.pdf](#). Projects were scored and a minimum Cut-Off Score of 12 was established. Projects at or over that score were recommended for funding. This year Riverbank's Regional Recycled Water Project – Phase 1 was deemed eligible for funding. In addition, recent conversations with the staff of the Water Board have resulted in the City's ability to access additional funding from projects that were not able to be completed.

Pending the formal approval of the City's application and the issuance of a contract for funding, the City is tentatively eligible for the following:

Funding Source	Amount
CW SRF Loan	\$50M
Water Recycling Grant	\$3M
Water Recycling Loan	\$35.3M
Total	\$88.3M

STRATEGIC PLAN

This report has been prepared to accomplish the following Goal established during the August 10, 2021 Strategic Planning Session:

"Ensure the City's Continued Financial Stability"

FINANCIAL IMPACT

There is no financial impact associated with the adoption of this Resolution. Any costs associated with the planning, design, or construction of the Riverbank Regional Recycled Water Project will be approved by the City Council at such time when the project is fully approved.

ATTACHMENTS

1. Resolution 2024-

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING A REIMBURSEMENT RESOLUTION DECLARING THE CITY'S INTENT
TO EXPECT REIMBURSEMENT OF EXPENDITURES PAID PRIOR TO THE
ISSUANCE OF OBLIGATIONS OR THE APPROVAL OF BY THE STATE WATER
BOARD OF PROJECT FUNDS**

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

WHEREAS, the City of Riverbank ("the Agency") desires to finance the cost of constructing and/or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations, and

WHEREAS, the City Council previously adopted Resolution 2022-139 which set a maximum amount of \$7,896,000 in order to provide reimbursement for engineering & design costs and which was recommended to be adjusted and is hereby rescinded.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$90,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines, and represents.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22 day of October, 2024; 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, CMC
City Clerk

Richard D. O'Brien
Mayor

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the City of Riverbank City Council held on October 22, 2024.

Name, Signature, and Seal of the Clerk
of the Governing Board of the Agency

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 22, 2024**

Subject: **Second Reading by Title Only of an Ordinance Approving the Rezone 01-2024 5.9 Acres to Planned Development Located at 6448 Claus Road (APN 062-039-048) for the Heritage II Subdivision.**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Michael Arroyo, Contract Planner**

RECOMMENDATION

It is recommended that the City Council consider an Ordinance approving the Rezone 01-2024 of 5.9 Acres to Planned Development Located at 6448 Claus Road (APN 062-039-048) for the Heritage II Subdivision.

SUMMARY

The First Reading and Introduction of the proposed Ordinance was presented at the October 8, 2024 Council meeting. The Project located at 6448 Claus Road consists of a General Plan Amendment (GPA) to Medium Density Residential (MDR), a Zoning Ordinance Amendment (Rezone) to Planned Development (PD), a Tentative Subdivision Map (TSM) to subdivide a parcel of approximately 5.9-acres into forty-seven (47) single-family residential lots (4.2± net acres), and the Architecture and Site Plan Review (ASPR) for the proposed design of the forty-seven (47) single family residential dwelling units. The Project site currently has a General Plan Land Use designation of Community Commercial (CC) and is currently zoned Planned Development (PD).

BACKGROUND

The current Project Proponent previously submitted an application for a General Plan Amendment to Community Commercial, a Zoning Ordinance Amendment (Rezone) to Planned Development (PD), and an Architecture and Site Plan Review to allow for the development of a self-storage and recreational vehicle facility. The previous project

received approvals by the City of Riverbank's City Council on December 20th, 2022 and January 10th, 2023. The approval included a 2,000 square foot office, 623 climate-controlled storage units, and 62 RV and boat storage spaces. Due to market factors and other considerations, the Project did not move forward due to financial lending constraints and the project site has remained vacant and undeveloped. Subsequently, the Project Proponent has since revised the plan to develop the subject property for residential uses.

On September 17, 2024, the Planning Commission adopted Resolutions 2024-005, 2024-006, and 2024-007 (Attachment 5) to recommend approval to the City Council for a General Plan Amendment to redesignate the property as Medium Density Residential, a Rezone to a new Planned Development Zone to allow for residential uses, a Tentative Map to allow for the subdivision of the property into forty-seven (47) single family residential lots, and an Architecture and Site Plan Review for the proposed design of the forty-seven (47) single family homes for Heritage II. The Planning Commission voted unanimously (5-0) to recommend approval to City Council for the proposed Project.

ANALYSIS

A. General Plan Amendment

GENERAL PLAN CONSISTENCY FINDINGS:

The Project site's density is 11.2 dwelling units per net acre. At this density, the proposed Project is consistent with the proposed General Plan designation of Medium Density Residential (MDR, net density of 8-16 units per net acre). Below is a discussion of General Plan Policies with which the proposed project is consistent:

1. Policy DESIGN-2.7 – In general, the City will require the construction of sidewalks on both sides of all new streets.

The applicant has provided sidewalks on both sides of all new proposed streets within the cul-de-sac and interior streets.

2. Policy DESIGN-3.1 – The City will limit block lengths and encourage continuity of streets among neighborhoods to facilitate access, increase connectivity, and support safe pedestrian, bicyclist, and vehicular movement in residential neighborhoods.

The City is requiring the applicant to make improvements at the intersection of Claus Road and Sierra Street in order to accommodate resident safety and support vehicular movements.

3. Policy DESIGN-3.2 – Approved plans, projects, and subdivision requests shall provide residential site and building design that contributes to an attractive, pedestrian-friendly environment along neighborhood streets. Approved plans, projects and subdivision requests will minimize the visual prominence of garages and instead incorporate porches, stoops, active rooms, and functionally opening windows that face the street.

Architecture and Site Plan Review is included with this application. The visual prominence of garages is reduced.

4. Policy DESIGN-5.2 – The City will encourage the use of porches, stoops, and other elements that provide a place to comfortably linger and thereby provide ‘eyes on the street,’ helping to maintain a sense of security within neighborhoods.

The applicant has provided architectural details for the use of porches and stoops.

5. Policy CONS-4.2 – Approved projects, plans and subdivisions shall provide for collection, conveyance, treatment, detention, and other storm water management measures in a way that does not decrease water quality or alter hydrology in the Stanislaus River or associated groundwater recharge areas.

The Developer has not provided a stormwater basin within the Project site but will instead connect to the existing oversized Diamond Bar East basin to the north. The developer will be required to annex into Community Facilities District 2016-01 for future maintenance or replacement of facilities.

6. Policy DESIGN-4.2 – Approved projects, plans and subdivisions shall provide diversity among dwelling units in the use of color, building materials, floor plan lay-outs, square footages, and roof-lines. Approved projects, plans, and subdivision requests shall maintain continuity of a few overall urban design features to provide context between individual units and the neighborhood.

The developer has provided two (2) models, two (2) variations (Spanish and Traditional) and six (6) color schemes to provide diversity among the dwelling units. The dwellings will vary in the use of color, building materials, floor plan lay-outs, square footages, roof-lines, and architectural details. These details may include shutters, flower boxes, pillars, decorative vents, brick, rock, shake shingles, accent windows, and foam trim.

B. Rezone

The developer is requesting design variation from Single Family Residential (R-1) standards through rezoning the property to a Planned Development (“PD”) zoning district. A PD allows the developer flexibility in applicable development standards in lieu of providing a superior designed subdivision.

The Table provides information comparing the existing low-density residential zoning development standards and the proposed PD standards. The project differs to the LDR standards in the following five areas: lot size, lot width, density, setbacks, and local street width. *The development standards that deviate from the standards of the R-1 zone are denoted with an asterisk (*).*

Type of Standard	LDR Zoning Standards	Proposed PD Standards
Lot Size <i>(Minimum)</i>		
Interior	6,000 Square Feet	3,000 Square Feet*
Corner	6,000 Square Feet	3,500 Square Feet*
Lot Width <i>(Minimum)</i>		
Interior	55 Feet	40 Feet*
Corner	65 Feet	45 Feet*
Density <i>(Maximum)</i>	8 DU/ Net Acre	16 DU/ Net Acre*
Height <i>(Maximum)</i>	35 Feet	35 Feet
Setback <i>(Minimum)</i>		
Front	10 Feet	15 Feet*
Garage	20 Feet	20 Feet
Side:		
Interior	5 Feet	5 Feet
Corner	5 Feet	10 Feet*
Rear	5 Feet	10 Feet*
Lot Coverage <i>(Maximum)</i>	50%	50%
Accessory Height <i>(Maximum)</i>	15 Feet	15 Feet
Local Street Width	64 Feet	50 Feet*
Sidewalks	Both sides of street	Both sides of street
Onsite Parking	2 covered spaces	2 covered spaces
Street Parking	Both sides of street	Both sides of street

Pursuant to RMC section 153.162 (E)(3), staff has requested that the developer offer amenities to compensate the neighborhood for deviating from the minimum standards above. These amenities may include enhanced landscaping, a colored concrete or brick crosswalk, upgraded front doors and garage doors, decorative wrought iron fencing in the front, open space furniture, French doors instead of sliders, community art, etc. Other

suggestions to staff would be considered. The developer proposes the following amenities for the PD: (1) upgraded garage doors, (2) decorative garage lighting, and (3) enhanced landscaping of the subdivision. Further, Staff has requested a CMU wall with landscaping to be erected on the western boundary of the project site along Claus Road, in place of the wood fence with no landscaping as was originally proposed.

Per Riverbank Municipal Code section 153.161 (A), no combination of parcels less than one (1) acre in size may be rezoned PD. The parcel proposed for development in this project totals approximately 4.56 acres. Therefore, the project meets this requirement.

Rezone Findings

The City Council may approve, conditionally approve, or deny the rezone to PD. To approve, the project must meet the required findings of fact:

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.

The development could be built in stages and exist as independent units 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 undeveloped land. A new subdivision will reduce any blighted conditions on the property as well as add to the diverse housing stock the City has to offer to potential new residents.

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.

Amenities proposed by the developer and staff for the deviations from R-1 include upgraded garage doors, decorative garage lighting, and a combination of a six-foot and seven-foot-tall CMU wall along the boundary of the proposed project in place of wood fence.

4. The principles incorporated in the proposed plans identify unique characteristics which could not otherwise be achieved under other zoning districts.

Smaller lots could not be achieved under other zoning districts; hence, the zone change to accommodate the more compact housing subdivision proposal.

5. Where a PD rezone is initiated by the City, the previous findings are not required.

This PD was not initiated by the City.

C. Tentative Subdivision Map

A rezone to Planned Development must be approved by the City Council before a Tentative Map on that property can be approved.

Tentative Subdivision Map 01-2024 (Attachment 3 Exhibit A) proposes forty-seven (47) small buildable lots for a single-family residential subdivision. The lot sizes are below the R-1 standard size of 6,000 square feet; therefore, the Applicant is requesting approval for a rezone to PD which accommodates the proposed lot sizes. The lots range in size from 3,191± sq. ft. to 6,153± sq. ft. All proposed streets are designed to accommodate City low-impact design standards as well as to encourage Complete Streets for vehicles as well as pedestrians.

The applicant will be required to connect to the Diamond Bar East storm drain basin to ensure adequate site drainage. This existing Diamond Bar East basin is expected to manage the storm water for all interior streets and lots per City Standards. The City has developed LID guidelines due to storm water discharge standards implemented by the State of California through the MS4 permit process. The proposed project embraces the City's and State's LID guidelines.. The proposed Project is required to annex into the City of Riverbank's Community Facilities District (CFD) 2016-01 for the future maintenance of the storm water system as well as the streets, waste water, and water systems.

Per RMC section 152.026 (L) all new street names shall be approved by City Council. Duplication of existing names within the County will not typically allowed unless the proposed streets are in alignment with existing streets and likely to be a continuation of the other street. Staff has coordinated the proposed street names with Stanislaus Regional 911 in order to verify the names are acceptable. In a response received on July 17, 2024, Stanislaus Regional 911 indicated that all street names proposed are acceptable.

Tentative Subdivision Map Findings

Tentative Subdivision Map 01-2024 may be approved or conditionally approved by the City Council if it makes all of the following findings:

1. The proposed map is consistent with applicable general and specific plans.

The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted.

2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted as they relate to connectivity, sidewalks, and the provision of amenities.

3. The site is physically suitable for the type of development.

The Heritage II site is suitable for a new subdivision of this type and is an extension of Heritage I and additional residential housing in the area as Diamond Bar East and Diamond Bar West are located north of the the project.

4. The site is physically suitable for the proposed density of the development (11.2 dwelling units per net acre are proposed).

The site is physically suitable for a proposed density of between eight (8) and sixteen (16) dwelling units per net acre.

5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitats.

The design of the subdivision should not injure fish, wildlife, or their habitats, none of which are present on the site.

6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

There is nothing in the design of the subdivision or proposed improvements that should cause serious health problems.

7. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. This division shall only apply to easements of record or to easements established by judgement of a court of competent jurisdiction.

The design of the subdivision should not conflict with any easements of record. The map was reviewed by the Oakdale Irrigation District.

D. Architecture and Site Plan Review

Site Design

The design of the project as proposed is a small lot, compact, detached single-family residential subdivision. The Project is intended to be the second phase of the Heritage subdivision already constructed directly east of the Project site. The proposed lot sizes vary in range. The typical minimum interior lot size dimensions are 40 feet by 80 feet. The typical minimum corner lot size dimensions are 65 feet by 50 feet. The minimum lot size proposed for the subdivision is 3,191 square feet and the maximum lot size proposed is 6,153 square feet.

Architecture and Design Guidelines

There are two (2) floor plan models, two (2) architecture types: Spanish and Traditional, and six (6) color schemes (Attachment 4 Exhibit B). The table below provides information on the models, types, and color schemes.

Model Number / Total Square Feet	Stories	Bedrooms	Bathrooms	Amenities (all models)
1. 1583 sf	2	3	2.5	The developer is providing the following amenities: decorative garage doors, decorative garage lights.
2. 1855sf	2	4	3	

The color palettes proposed:

	Scheme 2A Spanish – Plan 1	Scheme 4A Spanish – Plan 1	Scheme 9A Spanish – Plan 1	Scheme 3B Traditional – Plan 2	Scheme 6B Traditional – Plan 2	Scheme 7B Traditional – Plan 2
Comp Roof	Golden Amber	Copper Canyon	Hickory	Sage Wood	Stone Gray	Charcoal
Tile Roof	-----	-----	-----	-----	-----	-----
Main Body	Medici Ivory	Pure White	Divine White	Stucco	Aged White	Skyline Steel
Siding	Tan	Tony Taupe	Manor House	Sommelier	Homburg Gray	Gauntlet Gray
Trim	Tan	Tree Branch	Moth Wing	Tavern Taupe	Hardware	High Reflective White
Front Door	Sable	Tree Branch	Rockwood Red	Deep Forest Brown	Saddle Up	Stolen Kiss
Shutters	Secret Garden	Still Water	Rockwood Red	-----	-----	-----

1. Porches, Entries, and Windows – A clear sense of entry and design interest to a home is provided through the inclusion of architectural elements that contribute to a sense of place and activity. Each of the two (2) floor plans include a small front

porch. In addition, all have a foyer or entry hall at the front door. Large front facing windows provide “eyes on the street” for security.

2. Garage Frontage and Placement – Each dwelling unit has two (2) covered spaces in the garage. The garage placements are varied to prevent monotonous streetscapes.
3. Driveways and Parking – As noted above, there are two (2) parking spaces in each garage. All driveways have room to park two (2) vehicles and still provide clearance for the public sidewalk. Street parking is permitted.
4. Fence and Wall Features – The designs of walls and fences, as well as the materials used, should be consistent with the overall development’s design. Fence and wall color should be compatible with the development and adjacent properties.
5. Landscaping – Front yard, basin, and any common area landscape and irrigation plans will be reviewed and approved as a Condition of Approval. The City currently contracts with a landscape architect for those approvals upon application by the developer. Per the City of Riverbank Standard Conditions, Resolution 2013-014 #22, if the Project is a Planned Development, the Project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer. The property is required to annex into the City’s Community Facilities District – CFD 2016-01.

PARK-IN-LIEU FEE

Pursuant to RMC Section 153.164 (Q), the Project has an obligation to dedicate park land or pay a park-in-lieu fee. The obligation for this Project will be determined at the Final Map Stage and will most likely involve payment of the required park-in-lieu fee.

ENVIRONMENTAL DETERMINATION

Pursuant to the California Environmental Quality Act, the proposed Project is exempt from further environmental analysis pursuant to CEQA Guidelines Section 15061 (b)(3), Common Sense Exemption.

FISCAL IMPACT

The Project includes the development of a subdivision on existing undeveloped land. The fiscal impacts associated with providing municipal services to new residential projects will be partially off-set by the funds generated through CFD 2016-01. Street lighting, road maintenance, storm drainage maintenance, common area landscaping, and police services will be funded through the implementation of CFD 2016-01. In light of the

obligation to participate in the above mentioned Community Facilities Districts, the Project is unlikely to negatively impact the City's finances.

STRATEGIC GOALS

The City's Strategic Planning Session is a plan and set of goals that the City will work towards for the next three years. This project works toward the goals of "achieving and maintaining financial stability" and "maintain and improve the City infrastructure systems."

PUBLIC NOTICE

On September 20, 2024, public notices for the public hearing were mailed to interested parties and property owners within 300 feet of the project location. 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 September 20, 2024.

ATTACHMENTS

1. City Council Ordinance 2024-xxx Rezone

CITY OF RIVERBANK

ORDINANCE 2024-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE REZONING OF 5.9± ACRES TO PLANNED DEVELOPMENT
(PD), LOCATED AT 6448 CLAUS ROAD (APN: 062-039-048)**

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

WHEREAS, a General Plan Amendment, Rezone, Vesting Tentative Map and Architecture and Site Plan Review application has been received from Summerfaire Commerce Center, LLC (“Summerfaire”) with a request to rezone approximately 5.9± acres from a Planned Development zone (Commercial) to a new Planned Development zone (Residential); and

WHEREAS, the project site is currently zoned Planned Development (PD) with a General Plan Land Use designation of Community Commercial (C/C); and

WHEREAS, the applicant is proposing to rezone the property to a new Planned Development (PD Residential) from an existing Planned Development (PD Commercial); and

WHEREAS, the City of Riverbank Planning Commission conducted a Public Hearing on Tuesday, September 17, 2024, to consider this proposed Rezone Ordinance (the “Rezone Ordinance”) and recommended approval with a 5-0 vote; and

WHEREAS, the City Council held a properly noticed public hearing on the proposed Rezone Ordinance, and considered the Planning Commission recommendations, and any public comments and all documents or testimony received; and

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

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 a General Plan Land Use Designation of Community Commercial (CC) and is zoned Planned Development (PD). The project proposes a Rezone to a new Planned Development (PD) to allow for Residential uses.

- b. The proposed Rezone to PD, in conjunction with the proposed General Plan Amendment (GPA), will continue the consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860.
2. Each individual unit of the development can be built in stages, as well as the total development, and 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.
3. 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.
4. Deviations from the standard ordinance requirements is warranted and additional amenities are incorporated in the development which offer certain redeeming features to compensate for any deviations that may be permitted.
5. The principles incorporated in the proposed development identify unique characteristics which could not otherwise be achieved under other zoning districts.
6. The PD rezone was not initiated by the City, so the findings above are required.

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

Section 1: The City Council of the City of Riverbank approves rezoning 5.9± acres to a new Planned Development zone for property located at 6448 Claus Road, APN: 062-039-048 to make the subject property consistent with the proposed General Plan Land Use Designation of Medium Density Residential (MDR).

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 given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on October 8, 2024. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 22nd day of October, 2024; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: March 26, 2024

Subject: Provide Direction to City Staff Regarding Projects for the Newly Dedicated Park Improvement Funds Through the American Rescue Plan Act in the Amount of \$389,362.22.

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council provide guidance to the Parks and Recreation staff regarding the types of projects that should be funded using the recently allocated \$389,362.22 for park improvements under the American Rescue Plan Act.

SUMMARY

At the October 8th City Council Meeting, the City Council voted to reallocate \$389,362.22 of the American Rescue Plan Act (ARPA) funding for park improvements within the city. Parks and Recreation staff have outlined projects that are a top priority to be addressed and have presented them to the Parks and Recreation Advisory Committee. The committee and staff are presenting a list of potential projects that can be completed with the funding and in the timeframe required for ARPA funding.

BACKGROUND

At the most recent City Council meeting, the city council voted to reallocate \$389,362.22 of American Rescue Plan Act funds to go towards Park Improvement projects. Parks and Recreation staff have met to review potential projects that the funding can accomplish within the timeframes required by the federal government. The reviewed projects have been outlined by staff as of highest priority due to multiple factors such as age of park equipment, accessibility, park equity, etc. Below is a list of potential projects recommended by staff:

- Replacement of playground equipment at Pioneer Park
- Replacement of playground equipment at Community Center Park
- Replacement of playground equipment at Castleberg Park
- Construction of a water feature at Silva Park

Staff took the potential project list and presented it at the Parks and Recreation Advisory Committee meeting held on October 16th, 2024. The committee's recommendation is to use the funding to improve Castleberg Park.

FINANCIAL IMPACT

The financial impact will be the city using ARPA funds to complete the planning, design, and construction of park improvement projects. ARPA funds are provided by the federal government and so no monies from the general fund should be used to complete the recommended projects.

STRATEGIC PLAN

According to the city's strategic plan of 2021, an outlined goal is to 'Maintain High Quality of Life'. One of the objectives for the goal is to "maintain and refresh the parks, trails, and facilities to provide exceptional experiences ... seek ways to provide amenities and facilities to underserved/ aging neighborhoods." The dedicated ARPA funds will be used to update the city's parks and enhance recreational opportunities for residents.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: **October 22, 2024**

Subject: **Resolution Approving a Consultant Services Agreement with Jane Media Services for Social Media and Communication Services**

From: **Marisela H. Garcia, City Manager**

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution Approving a Consultant Agreement with Jane Media Services for Social media & Communication Services.

SUMMARY

In August 2021, the City Council established a Strategic Plan goal to Improve Internal and External Communication. As part of achieving this goal, Objectives were set to “Proactively communicate news about the City to residents, businesses, and surrounding communities” and “Use Social Media to disseminate positive news, milestones, and accomplishments throughout the community.” This item directly addresses this effort to enhance the sharing of information to our residents and the public.

BACKGROUND

The City currently uses a variety of methods to share pertinent information with our residents and members of the public. We have used traditional methods such as press releases to our local newspapers, publishing of public notices, and our city utility bill newsletter which goes out every other month as a primary method for disseminating information. With the rise of the use of social media the City has incorporated this medium as another way to quickly provide information, particularly as it is immediately shared with our followers. The City currently has 3,400 followers on our City of Riverbank Facebook page.

As the City continues to grow, and with the number of projects currently underway throughout the city, it is important to find ways to engage and inform our community. With this information, the City reached out to a variety of firms that provide social media,

communications, and marketing services in Stanislaus County and requested quotes for services.

Several firms did not provide a response and a formal response was received from Jane Media Services, a Riverbank resident owned business here in our community. Jane Media Services currently provides these services to the City of Manteca and is qualified to provide services to local government agencies such as Riverbank. The Scope of Services (**Attachment A**) includes:

1. Comprehensive Social Media Strategy: We will devise a customized social media strategy that aligns with the city's goals and objectives. This will involve identifying target demographics, determining key performance indicators (KPIs), and creating a content calendar for consistent and relevant postings.
2. Content Creation and Management: Our creative team will develop compelling and shareable content, including graphics, videos, and written posts. We will also handle community engagement, responding to comments and messages promptly, ensuring a positive online presence.
3. Social Media Advertising: To amplify reach and target specific audiences, we will utilize paid advertising campaigns on platforms like Facebook, Instagram, Twitter, and LinkedIn, optimizing the budget for maximum impact.
4. Performance Analytics and Reporting: We will regularly monitor and analyze social media metrics to measure campaign effectiveness. Our detailed reports will provide insights into audience behavior, engagement, and the overall campaign's performance.
5. Social Listening and Reputation Management: We will proactively monitor social media channels for mentions of the city, addressing feedback, and managing online reputation.

The proposed cost for these services is \$4,500 per month, or \$54,000 per year. City staff is proposing a one (1) year contract with options to extend for two additional years.

STRATEGIC PLAN

In August 2021, the City Council established a Strategic Plan goal to Improve Internal and External Communication. As part of achieving this goal, Objectives were set to “Proactively communicate news about the City to residents, businesses, and surrounding communities” and “Use Social Media to disseminate positive news, milestones, and accomplishments throughout the community.”

FINANCIAL IMPACT

\$54,000 annual cost with year one to be funded from the American Rescue Plan Act funding allocated via the approved Spending Plan on October 8, 2024. Additional allocated funds of \$6,000 for special projects not included in the current scope of work.

ATTACHMENTS

1. Resolution
2. Consultant Services Agreement
3. Attachment A – Marketing Proposal

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING A CONSULTANT SERVICES AGREEMENT WITH JANE MEDIA
SERVICES FOR SOCIAL MEDIA AND COMMUNICATION SERVICES**

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

WHEREAS, communication between local government and residents is vital for fostering a thriving community; and

WHEREAS, effective communication fosters transparency, community engagement, provides timely information, provides a method for feedback, and builds relationships where local government and residents can work together; and

WHEREAS, in August 2021 the City Council established a Strategic Plan goal to *“Improve Internal and External Communication”*; and

WHEREAS, in order to achieve this goal, the City Council established Strategic Plan Objectives to *“Proactively communicate news about the City to residents, businesses, and surrounding communities”* and *“Use social media to disseminate positive news, milestones, and accomplishments throughout the community”*; and

WHEREAS, the City desires to contract with Jane Media Services for Social Media and Communication Services in order to enhance our current communication strategy; and

WHEREAS, the City Council has allocated funding from the American Rescue Plan Act Fund towards these services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve a Consultant Services Agreement with Jane Media Services for Social Media and Communication Services and authorizes the City Manager to execute said contract.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 22nd day of October, 2024; 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, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment(s): *Consultant Services Agreement*

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 23rd day of October 2024, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and Jane Media Services, a Sole Proprietor (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. City has issued a request for proposals (“RFP”) for consultant services / determined that consultant services are required for the Social Media and Communication Services (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. City shall be billed in advance on a retainer basis for each upcoming month. City shall pay such invoice by the first of each month. First month to be prorated based on Effective Date of the contract. 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 \$60,000.00.

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 for a term of One (1) Year, with two (2) one-year options to extend, or 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 Sara Jane, Founder/CEO will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

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

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting City’s right to assign all or some of City’s interests in the Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification. Consultant hereby agrees to indemnify, defend, 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 1608 T Street Sacramento, California 95811 Attention: Douglas L. White, Esq.
If to Consultant:	Jane Media Services 5349 Cottage Cove Dr. Riverbank, CA 95367 Attention: Sara Jane Malough

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:

Jane Media Services, a Sole Proprietor

By: _____

Name: Sara Jane Malough, Owner

Date: _____

EXHIBIT A

Scope of Services

Proposed Scope of Work Overview:

1. Annual, Quarterly, Monthly & Weekly Social Media Strategy Development:
 - Conduct a comprehensive analysis of the city's current social media presence.
 - Identify key target audiences, messaging, and communication goals.
 - Develop a detailed social media strategy encompassing content themes, posting schedules, and engagement strategies.
2. Account Management:
 - Create and optimize social media accounts on platforms such as Facebook, Twitter, Instagram, and LinkedIn.
 - Generate compelling and relevant content, tailored to each platform's requirements and audience preferences.
 - Curate and share local news, events, programs, and initiatives.
 - Daily monitoring comments, messages, and inquiries, ensuring prompt and professional responses.
 - Implement community management techniques to encourage positive interactions.
3. Content Creation:
 - Develop visually appealing and informative content, including graphics, images, and videos, to support social media campaigns.
 - Collaborate with City of Riverbank departments and stakeholders to source compelling content.
 - Craft engaging captions that maintain consistent branding and messaging.
 - Produce original written content, such as blog posts, articles, and press releases, to further engage the community.
4. Analytics and Reporting:
 - Implement robust analytics tools to track social media performance, audience engagement, and campaign effectiveness.
 - Provide monthly reports detailing key metrics, including reach, engagement, follower growth, and campaign outcomes.
 - Analyze data to identify trends, insights, and areas for improvement. Conduct regular meetings to review performance, discuss strategies, and ensure continuous improvement, recommendations for improvement.

EXHIBIT B

Rate Schedule

Estimated Cost of Retainer Engagement:

Based on the proposed deliverables, the estimated monthly retainer cost for the City of Riverbank is \$4,500. This cost covers the agreed-upon services outlined in the scope of work for City of Riverbank. Please note that the pricing mentioned is an estimate and can be further customized to align with your specific needs and budget.

List of ad hoc items that Jane Media Services can provide for the City of Riverbank:

1. Crisis Communications Support:
 - a. Developing and executing crisis communication strategies
 - b. Crafting crisis messaging and press statements
 - c. Managing media inquiries and providing timely responses
 - d. Monitoring social media and online platforms for crisis-related discussions
2. Internal/Employee Communications Support:
 - a. Creating internal communication plans and strategies
 - b. Drafting employee newsletters and announcements
 - c. Conducting employee surveys and feedback collection
 - d. Facilitating communication training and workshops
3. Website Support:
 - a. Website content updates and maintenance
 - b. Adding new pages or sections to the website
 - c. Enhancing website functionality and user experience
 - d. Optimizing website performance and SEO
4. Other Special Projects:
 - a. Developing and executing social media advertising campaigns
 - b. Conducting market research and analysis
 - c. Providing photography and videography services for specific events or initiatives
 - d. Assisting with community engagement initiatives and public outreach programs

Please note that these ad hoc items are additional services that can be provided by Jane Media Services beyond the scope of the retainer package. The cost and timeline for these items may vary depending on the complexity and duration of each project. It's recommended to discuss specific requirements and obtain customized quotes from Jane Media Services based on the desired ad hoc services.

Discounted Additional Hourly Rates Outside Scope of Work:

Meeting with principal: \$90 Hourly

On Location Content Creation (Photo/Video work): \$90 Hourly

Drone Footage: \$100 Hourly

Graphic Design Work: \$90

Hourly Web Design: \$100 hourly

Let's Be SOCIAL

JANE MEDIA SERVICES

MARKETING *proposal*

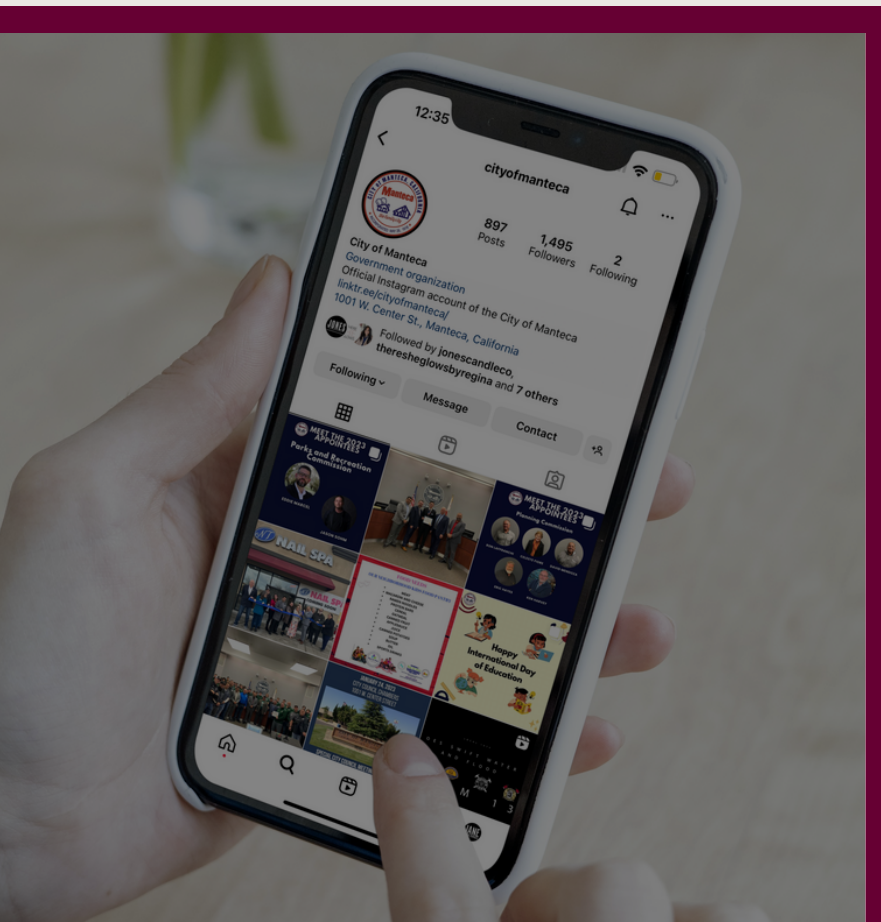


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LETTER OF PROPOSAL

Dear Marisela H Garcia,

Thank you for considering Jane Media Services as a partner in providing strategic communication services to the City of Riverbank. We are excited about the opportunity to collaborate with your team and contribute to the city's communication objectives. This proposal outlines our qualifications, services offered, approach to the scope of engagement, estimated cost, and additional information to assist you in making an informed decision.

Company Overview:

Jane Media Services is a reputable local communication and marketing agency with a strong track record of working with businesses and nonprofits across various communication channels. Our team comprises highly skilled professionals who possess a deep understanding of graphic design, visual marketing, media relations, social media management, and community engagement.

Our Differentiators:

Jane Media Services stands out among other communication firms due to the following key advantages:

1. Location, Location, Location: Our goal is to assist the City of Riverbank in leveraging the power of social media to enhance community engagement, since we are a local agency, we are able to help promote local initiatives, and communicate effectively with residents as well as city staff by creating real time content during City of Riverbank's most important moments.
2. Comprehensive Team: Our team consists of creative thinkers and expert communicators that can help share the City of Riverbank's story through photography, videography, thought evoking copy and more. This organic approach ensures seamless coordination and delivery of high-quality work, simplifying management for your staff and ensuring a consistent product.
3. Prior Experience with other city agencies: We have previously collaborated closely with city management teams on various social media projects since February 2022. Our familiarity with the dynamics of local city's staff and growing needs and goals positions us well to provide tailored and effective solutions.

APPROACH TO SCOPE OF WORK

Services Offered:

Jane Media Services offers a comprehensive range of services to address the City of Riverbank's communication requirements:

1. Strategy, Marketing, and Communications:
 - Strategic development, research, surveys, and messaging
 - Social media management and optimization (SEO)
 - Web hosting, support, and email campaigns
 - Media relations (media, stakeholders, public, government)
 - Support and training for events, presentations, and virtual gatherings
 - Google AdWords, LinkedIn, and Facebook advertising
2. Creative Services:
 - Full-service graphic design for digital, print, and outdoor media
 - Brand and logo development
 - Content generation, copywriting, and editorial services
 - Photography, illustration, and information graphics
 - Video and animation production
 - Web design and implementation

Approach to Scope of Engagement:

Based on the City of Riverbank's identified needs and dynamic communication priorities, we propose a monthly retainer model that covers a baseline set of deliverables. In addition, we offer discounted hourly rates for ad hoc requests beyond the retainer work. Our proposed scope of work includes:

- Regular client check-in calls(weekly calls/meetings not to exceed 2 hours)
- Strategic communication planning(annual, monthly & weekly planning breakdowns)
- Media and social media monitoring
- Social media management
- Media relations support
- Content development and creation (news articles, press releases, promotional video)
- Graphic design support
- Photography & Videography services (not to exceed 6 hours monthly)
- Regular metrics reporting

Please refer to the attached document for a detailed breakdown of monthly retainer deliverables and their associated costs. Additionally, we are available to provide support on an ad hoc basis for crisis communications, internal/employee communications, website support, and other special projects as assigned.

ESTIMATED COST OF RETAINER ENGAGEMENT

Proposed Scope of Work Overview:

1. Annual, Quarterly, Monthly & Weekly Social Media Strategy Development:
 - Conduct a comprehensive analysis of the city's current social media presence.
 - Identify key target audiences, messaging, and communication goals.
 - Develop a detailed social media strategy encompassing content themes, posting schedules, and engagement strategies.
2. Account Management:
 - Create and optimize social media accounts on platforms such as Facebook, Twitter, Instagram, and LinkedIn.
 - Generate compelling and relevant content, tailored to each platform's requirements and audience preferences.
 - Curate and share local news, events, programs, and initiatives.
 - Daily monitoring comments, messages, and inquiries, ensuring prompt and professional responses.
 - Implement community management techniques to encourage positive interactions.
3. Content Creation:
 - Develop visually appealing and informative content, including graphics, images, and videos, to support social media campaigns.
 - Collaborate with City of Riverbank departments and stakeholders to source compelling content.
 - Craft engaging captions that maintain consistent branding and messaging.
 - Produce original written content, such as blog posts, articles, and press releases, to further engage the community.
4. Analytics and Reporting:
 - Implement robust analytics tools to track social media performance, audience engagement, and campaign effectiveness.
 - Provide monthly reports detailing key metrics, including reach, engagement, follower growth, and campaign outcomes.
 - Analyze data to identify trends, insights, and areas for improvement.
 - Conduct regular meetings to review performance, discuss strategies, and ensure continuous improvement. recommendations for improvement.

ESTIMATED COST OF RETAINER ENGAGEMENT

Deliverables Overview

:

1. Social media strategy document outlining the recommended approach, key objectives, and target audience analysis. This will be delivered in annual, quarterly, monthly & weekly breakdowns to keep the social media strategy on track and growth minded. (excel format to be maintained by JMS)
2. Fully optimized social media accounts across all platforms up to 5. Keeping all account information fresh and relevant and linking important information in the bios.
3. Engaging monthly content calendar with content themes, posting schedules, and creative ideas. This will be delivered via a link prior to weekly meetings so that the City Management team has the opportunity to review scheduled upcoming posts before the meeting to see what they might want to change or add. [CLICK HERE](#) to review a sample of what that would look like.
4. Regularly updated and monitored social media accounts with a focus on audience engagement and community management.
5. Monthly creation of high-quality visual content, including graphics, images, and videos. Approx 3-5 posts per week. Max 4 hours per week
6. Media monitoring of Google Alerts & RSS Feeds for mention of City business or interest to be discussed and reviewed during monthly meetings
7. Original written content, including blog posts, articles, and press releases, to support social media campaigns. Approx 2-4 per month
8. Targeted advertising campaigns to promote city initiatives and reach specific demographics. (As needed by City, budget to be discussed per campaign)
9. Monthly reports providing insights into social media performance and recommendations for improvement.

Estimated Cost of Retainer Engagement:

Based on the proposed deliverables, the estimated monthly retainer cost for the City of Riverbank is \$4,500. This cost covers the agreed-upon services outlined in the scope of work for City of Riverbank. Please note that the pricing mentioned is an estimate and can be further customized to align with your specific needs and budget.

ESTIMATED COST OF RETAINER ENGAGEMENT

Here is a list of ad hoc items that Jane Media Services can provide for the City of Riverbank:

1. Crisis Communications Support:
 - Developing and executing crisis communication strategies
 - Crafting crisis messaging and press statements
 - Managing media inquiries and providing timely responses
 - Monitoring social media and online platforms for crisis-related discussions
2. Internal/Employee Communications Support:
 - Creating internal communication plans and strategies
 - Drafting employee newsletters and announcements
 - Conducting employee surveys and feedback collection
 - Facilitating communication training and workshops
3. Website Support:
 - Website content updates and maintenance
 - Adding new pages or sections to the website
 - Enhancing website functionality and user experience
 - Optimizing website performance and SEO
4. Other Special Projects:
 - Developing and executing social media advertising campaigns
 - Conducting market research and analysis
 - Providing photography and videography services for specific events or initiatives
 - Assisting with community engagement initiatives and public outreach programs

Please note that these ad hoc items are additional services that can be provided by Jane Media Services beyond the scope of the retainer package. The cost and timeline for these items may vary depending on the complexity and duration of each project. It's recommended to discuss specific requirements and obtain customized quotes from Jane Media Services based on the desired ad hoc services.

Discounted Additional Hourly Rates Outside Scope of Work:

Meeting with principal: \$90 Hourly

On Location Content Creation(Photo/Video work): \$90 Hourly

Drone Footage: \$100 Hourly

Graphic Design Work: \$90 Hourly

Web Design: \$100 hourly