

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

Vice Mayor District 1 - Luis Uribe

District 2 – Cindy Fosi

District 3 – John Pimentel

District 4 – Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

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



TUESDAY, JANUARY 14, 2025 – 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 **Presentation- Public Works Utilities-** It is recommended that the City Council receive a presentation from Cody Bridgewater, Director of Public Works.

Item 7.2 **Presentation to Review the Cheese and Wine Festival 2024-** It is recommended that the City Council receive a presentation from Michael Patton, Parks and Recreation Director, regarding the Cheese and Wine Festival held in October 2024.

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 December 10, 2024.

Item 9.3 **Authorization** for Out-of-State Travel Request for Mayor Hernandez to Attend the U.S. Conference of Mayors Winter Meeting in Washington D.C. from January 17-19, 2025.

Item 9.4 **Resolution** Authorizing the City Manager to Execute a Contract for On-Call GIS Services with The North State Planning and Development Collective (Chico State Enterprises) Related to Assisting the Community Development Department with On-going GIS Efforts and Activities.

Item 9.5 **Resolution** Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the City Clerk Position from Range 156 to Range 161.

10. PUBLIC HEARING- No items Scheduled.

11. NEW BUSINESS

Item 11.1 **Nomination and Appointment of the Vice Mayor to Serve for the Year 2025-** It is recommended that Mayor Hernandez nominate a Councilmember to serve as Vice Mayor for the year 2025 and, by roll call vote, the City Council shall approve the Appointment for a one-year term.

Item 11.2 **Adjustments to the 2025 City Council Meeting Schedule-** It is recommended that the City Council by roll call vote: 1.) Cancel the meetings of July 8th, August 12th, November 11th and December 23rd, for a modified summer schedule and to minimize conflicts with Holiday Activities.

Item 11.3 **Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2025-** It is recommended that City Council: 1) Review the appointment lists; and 2) Volunteer or nominate a member of the Council to serve as the representative; and 3) By roll call vote, ratify the appointments for the year 2025.

12. COMMENTS/REPORTS

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

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION

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

Item 13.1 **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 Employee

14. REPORT FROM CLOSED SESSION

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

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 Employee

15. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, January 28, 2025**

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 9th day of January, 2025

/s/ **Gabriela Hernandez, CMC, City Clerk**



ADA COMPLIANCE STATEMENT

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

NOTICE REGARDING NON-ENGLISH SPEAKERS

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



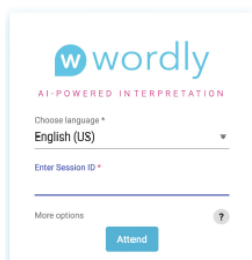
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

STEP 1/PASO 1



Scan QR Code
Escanea el código

STEP 2/ PASO 2



Choose Spanish language
Escoja el idioma Español

STEP 3/ PASO 3



Read Captions on Device
Use headset for Audio
Lea subtítulos en su aparato
Use auriculares para audio

<https://attend.wordly.ai/join/LHDA-5715>



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
- 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/89443415826>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **894 4341 5826**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **894 4341 5826**

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:	January 14, 2025
Subject:	Presentation – Public Works Utilities
From:	Marisela H. Garcia, City Manager
Submitted by:	Cody Bridgewater, Director of Public Works

RECOMMENDATION

It is recommended that the City Council receive a presentation from Cody Bridgewater, Director of Public Works.

SUMMARY:

The City of Riverbank Public Works Department operates and maintains the water distribution system, water wells, storm drain system, sewer collection system, Wastewater Treatment plant, and performs street and street light maintenance. Delivering high quality water and disposing of wastewater is a critical piece to providing service to our residents and ratepayers. The Public Works Department often receives questions from the public regarding who is responsible for the maintenance of the utility system.

The following presentation will explain who the Public Works Department and the services offered to our community.

STRATEGIC PLAN

This item directly addresses the City Council's Strategic Plan goal to "Improve Internal and External Communication" and the City's desire to "Proactively communicate news about the City to residents, businesses, and surrounding communities."

FINANCIAL IMPACT

There is no financial impact with the report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATION

Meeting Date:	January 14, 2025
Subject:	Presentation to Review the Cheese and Wine Festival 2024
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council receive a presentation from Michael Patton, Parks and Recreation Director, regarding the Cheese and Wine Festival held in October 2024.

SUMMARY

The Parks and Recreation Department is providing a presentation to review the Cheese and Wine Festival held on October 12, 2024. The 2024 festival marked the first time the department managed the event. The presentation will include changes that the department made under the new oversight, feedback received from stakeholders and community members, financial impact, and plans for the festival in 2025.

BACKGROUND

In January 2024, the City Council tasked the Parks and Recreation Department with managing the Cheese and Wine Festival for the year. The Council provided clear goals and objectives, emphasizing the importance of making the festival more family-friendly and increasing support for local businesses.

Throughout the year, the department worked diligently to plan and execute a successful event, which was held on October 12, 2024. Key changes included reducing the festival from two days to one, lowering vendor fees, and redesigning the traditional event layout. These adjustments aimed to enhance the overall experience for attendees and vendors alike.

After the event, department staff conducted a debrief meeting to evaluate its outcomes, focusing on three main questions: "What went well?", "What didn't go well?", and "What

can we do better next year?". Additionally, the Parks and Recreation Advisory Committee reviewed the event and shared their insights.

As the department prepares for the 2025 Cheese and Wine Festival, the Parks and Recreation Director intends to present a comprehensive review of the 2024 event to the City Council, along with plans for the upcoming year.

FINANCIAL IMPACT

There is no financial impact with the presentation.

STRATEGIC PLAN

The item directly addresses the city's General Plan under the Goals and Policies section for economic development to "continue to support visitor attracting activities, such as the annual Cheese and Wine Exposition, and seek out similar activities that raise the visibility of downtown Riverbank." This presentation will discuss the outcomes of the Cheese and Wine event for 2024 and share plans with the City Council for 2025.

ATTACHMENTS

None.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 14, 2025
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:	January 14, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for December 10, 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 Meeting Minutes of December 10, 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. City Council/LRA Meeting Minutes for December 10, 2024

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- John Pimentel
 District 4 -Darlene Barber-Martinez

**CITY OF RIVERBANK**

**Regular City Council and
 Local Redevelopment Authority
 Board Meetings**
 Community Center
 3600 Santa Fe Street
 Riverbank, CA 95367



TUESDAY, DECEMBER 10, 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 6:04 P.M.
2. **FLAG SALUTE** – Mayor O'Brien 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 2 Rachel Hernandez
 Council Member/ Authority Member District 3 John Pimentel
 Council Member / Authority Member District 4 Darlene Barber-Martinez
 Vice Mayor / Vice Chair District 1 Luis Uribe
 Mayor / Chair Richard D. O'Brien*

5. AGENDA CHANGES

None.

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 7.1 **Oath of Office to Newly Appointed Councilmember District 3-** It is recommended the City Clerk administer the Oath of Office and present the Certificate of Appointment to newly appointed Councilmember District 3 John C. Pimentel.

City Clerk Hernandez administered the oath of office and presented the certificate of appointment to Councilmember District 3 John C. Pimentel.

8. 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 8.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 8.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for the Regular Meeting of November 12, 2024 and the Special Meeting of November 18, 2024.

Item 8.3 **Resolution 2024-108 Reciting the Fact of the Consolidated Riverbank General Municipal Election held on November 5, 2024, and Declaring the Results and Such Other Matters as Provided by Law.**— It is recommended that the City Council of the City of Riverbank (“City Council”) consider and adopt the Resolution for the purpose of reciting the fact of the General Municipal Election held on November 5, 2024 (“Election”) and of declaring the results as follows: 1) Declaring elected Cynthia L. Fosi, as the person for whom the highest number of votes were cast for the office of Councilmember District 2; and 2) Declaring elected Stacy Call, as the person for whom the highest number of votes were cast for the office of Councilmember District 4; and 3) Declaring elected Rachel Hernandez, as the person for whom the highest number of votes were cast for the office of Mayor.

Item 8.2 was pulled for a separate vote due to Councilmember John Pimentel not being in attendance for the Meetings of November 12th and November 18th, 2024.

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

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez 5/0) to approve Consent Calendar **Items 8.1 and 8.3 as presented.***

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

Item 8.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for the Regular Meeting of November 12, 2024 and the Special Meeting of November 18, 2024.

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

ACTION: *By motion moved and seconded (Hernandez / Uribe 4/0) to approve Consent Calendar **Item 8.2 as presented.***

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

9. PRESENTATIONS (Informational only)

Item 9.1 **Recognition of Councilmember District 4 Darlene Barber-Martinez-**It is recommended that the Riverbank City Council recognize Councilmember Darlene Barber-Martinez for her dedication and years of public service to the City of Riverbank.

Mayor O'Brien presented Councilmember Barber-Martinez with gifts in recognition of her dedication and 12 years of public service to the City of Riverbank.

Item 9.2 **Recognition of Mayor Richard D. O'Brien-** It is recommended that the Riverbank City Council recognize Mayor Richard D. O'Brien for his dedication and years of public service to the City of Riverbank

Vice Mayor Uribe presented Mayor O'Brien with gifts in recognition of his dedication and 14 years of public service to the City of Riverbank.

Vice Mayor Uribe presided over the meeting.

10. SPECIAL BUSINESS

Item 10.1 **Administration of the Oath of Office, Presentation of Certificates of Election to each Elected Officer and Reorganization of the City Council-** It is recommended the City Clerk/Elections Official do the honors of administering the Oath of Office to:

- 1) Councilmember, District 2 Cynthia L. Fosi
- 2) Councilmember, District 4 Stacy Call
- 3) Mayor, Rachel Hernandez

City Clerk Hernandez administered the Oath of Office and presented the Certificates of Election to each elected officer.

BRIEF RECESS Vice Mayor /Vice Chair to call for a brief recess for refreshments and reorganization of the City Council.

Vice Mayor Uribe called for a recess at 6:34 P.M.

Mayor Hernandez called the meeting back to order from recess at 7:01 P.M.

11. NEW CITY COUNCIL ROLL CALL:

Councilmember District 2 Cindy Fosi – *Present*
Councilmember District 3 John Pimentel - *Present*
Councilmember District 4 Stacy Call- *Present*
Vice Mayor, (CM-D1) Luis Uribe- *Present*
Mayor, Rachel Hernandez- *Present*

12. 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.

13. 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.

Zoom Comments NOT AVAILABLE

Mayor Hernandez Opened Public Comment at 7:02 P.M

- *No Comments*

There being no further public comments, Mayor Hernandez closed the Public Comment period 7:04 P.M.

14. PRESENTATIONS (Informational Only)

- 14.1** **Astro Foundation – Rescuing Animals- Supporting the Community-** It is recommended that the City Council receive a presentation from Jaydeen Vincente, founder of ASTRO Foundation regarding the care and support they provide to the homeless animals in the Oakdale and Riverbank area.

Jaydeen Vincente founder of ASTRO Foundation gave a PowerPoint presentation on the care and support ASTRO provides to homeless animals in our community.

15. CONSENT CALENDAR

- Item 15.1** **Approval** of interim appointment for Stanislaus Council of Governments (StanCOG) Policy Board Representative.

- Item 15.2** **Resolution 2024-109** Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the Parks and Facility Maintenance Supervisor Position from Range 123 to Range 132.

- Item 15.3** **Resolution 2024-110** Approving the Neighborhood Improvement/Water Conservation Officer I-II Part-Time Job Classification; and Amending the City of Riverbank Compensation Plan for Part-Time/Temporary/Seasonal Positions to Reflect the Position Title of Neighborhood Improvement/Water Conservation Officer I-II.

There being no public comments, Mayor Hernandez brought the item back to City Council.

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve **Consent Calendar as presented.***

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

16. PUBLIC HEARING

Public Notice for items 16.1 & 16.2 were published on 11/27/2024 in the Riverbank Newspaper.

Item 16.1 **Resolution Accepting the Fiscal Year 2023-24 Annual AB 1600 Report of System Development Fee Activity-** It is recommended that the City Council adopt a Resolution accepting the Fiscal Year 2023-24 Annual AB 1600 Report of System Development Fee Activity.

Assistant City Manager Alcantor gave a comprehensive staff report and PowerPoint presentation on the Fiscal Year 2023-24 Annual AB 1600 Report of System Development Fee Activity.

City Council Discussed item with Staff.

Mayor Hernandez Opened the Public Hearing at 7:24 P.M.

Mayor Hernandez Closed the Public Hearing at 7:24 P.M.

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

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve **Resolution 2024-111** accepting the fiscal year 2023-24 Annual AB 1600 Report of System Development Fee Activity.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 16.2 **Resolution Ratifying the Adoption of Development Impact Fees Established by Stanislaus Consolidated Fire Protection District-** City Council to consider adopting a resolution ratifying the adoption of Development Impact Fees established by Stanislaus Consolidated Fire Protection District.

City Manager Garcia recommended City Council Continue the Public Hearing to the City Council meeting of February 11, 2025.

City Council Discussed item with Staff.

Mayor Hernandez Opened the Public hearing at 7:26 P.M.

- *No Public Comments*

Mayor Hernandez Closed he Public Hearing at 7:26 P.M.

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

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to continue the public hearing to the meeting of February 11, 2025.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

17. NEW BUSINESS

17.1 **Resolution to Award a Contract for Banking and Merchant Services and Authorize the City Manager to Enter into a Contract with JPMorgan Chase-** It is recommended that the City Council authorize the award of a contract for banking and merchant services to JPMorgan Chase.

Assistant City Manager Alcantor gave a comprehensive staff report and PowerPoint presentation on the award of the contract for banking and merchant services with JPMorgan Chase Bank.

City Council Discussed item with Staff.

Jared Steinwert, F & M Bank, provided input and clarification on RFP submitted.

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

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve **Resolution 2024-112** authorizing the City Manager to award a contract for banking and merchant services to JPMorgan Chase.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None*

18. 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 18.1 Staff

City Manager Garcia:

- *Join us for the Annual Craft Fair and Christmas Parade this Saturday, December 14th. The craft fair does start at 3:00 P.M. and is going to be located on 3rd Street, and the parade begins at 5:30 P.M. on Santa Fe in downtown Riverbank. The tree lighting ceremony and photos with Santa will happen shortly after the parade.*

- *A friendly reminder to all that City Hall offices will be closed to the public starting Friday, December 20th and will re-open Monday, January 6. Should you have an afterhours Public Works, emergency please call (209) 968-4668 for assistance.*
- *The City's hosting its first Polar Bear plunge if you're into that! On January 1st at Noon, kick off the New Year by washing away 2024, and jumping into the icy cold waters of our community pool located at 7th and Stanislaus tickets are \$5 with hot chocolate and soup available after the plunge and take home a trophy for those that survive.*
- *The draft Housing Element, which incorporated information from 11 comment letters received from the public, was submitted to the State Department of Housing and Community Development. The HCD review will last until February 28th 2025.*
- *From all of the City of Riverbank Staff, we would like to wish all of our residents and businesses a Happy Holidays.*

Item 18.2 Council/Authority Member

Vie Mayor Uribe:

- *December 16th I am going to be hosting a coffee with the Vice Mayor. It's going to be at Perko's from 8:30 A.M. to 9:30 A.M. It is open to the public. Come get a free coffee chat or don't chat. I just like hosting these meetings once in a while. I like being in front of people just having discussions. This is where we get ideas from, right? I can't think of everything, it's impossible. And so, I always like just kind of getting with the public. I really enjoy those times.*
- *Love Riverbank, we are starting those meetings up January 10th at 6:00 P.M. If you're interested in joining the group and kind of setting the path to the projects in April and you're looking to be more active in the community please join us. Just reach out to me. I'll let you know where that's going to be happening.*
- *And then just to shout out to the Sister Cities, I think most of the group took off already. They are raising funds to send a Riverbank student to Washington, DC. for Youth Summit. They are like 200 bucks away from their goal. Very proud of all the efforts that they've been doing fundraising everything. Looking forward to the next process next year and helping select the student so, we can give them that experience.*
- *Merry Christmas, Happy Holidays.*

Councilmember Fosi:

- *I am excited to be back on council this year. It's going to be a great 4 years. I look forward to serving the constituents of my district. On the website you will see my phone number and my email address. But you can also find me on Facebook. I set up a site: Cindy Fosi City Riverbank District 2 Councilmember. I tried to make it as long as I could. I think I succeeded. If you need to get a hold of me or you have a concern, please call me, email me. But probably Facebook's going to be the easiest way to get a hold of me.*
- *Merry Christmas and Happy New Year. I'm looking forward to a great 4 years.*

Councilmember Pimentel:

- *I just want to say it's exciting to be here giving to the community. You can find me on Facebook, John C. Pimentel, and reach out to me and let's see what happens in 2025. Merry Christmas.*

Councilmember Call:

- *Last month we had the opportunity to host Comedy for a Cause at 108 Sport Lounge, all of the proceeds from the ticket sales and the fundraising that we did to get raffle prizes. We were able to give over \$1,200 to Riverbank Police Services for their Shop with a Cop program which, Chief, if I'm correct, that's for around 3 to 4 kids to be able to shop. So, we are really, really excited to do that. It was an honor to do that.*
- *I too, am on Instagram. You can find me Councilwoman Call pretty easy, and then Facebook and my phone number. I'm going to start plastering it everywhere because I do want to hear from you. Even if you don't live in District 4, I do want to get to know you and shake your hand and say, Hi, meet your family, know your hobbies, so please reach out because I did see a lot of my Instagram followers tonight who reached out during the campaign trail. So, thank you. Merry Christmas! Happy Holidays.*

Item 18.3 Mayor/Chair

Mayor Hernandez:

- *You will often see me going from, my laptop to my phone to look at my calendar, to my notes, to try and you know, recount the last council meeting and what I've done in between. But I just want to say and take this time to tell everybody Thank you. And regardless of where you were in the election, I know all of us are here committed to the City, and I am so excited for the energy I'm excited to work together. We are here for you all the residents. And so, with anything any ideas like was said before any comments, any constructive criticisms, please feel free to reach out, I know, like the rest of the Council, I'm going to be as accessible as possible, and using every chance I get to remain committed to the community. So, thank you for being here. Every council meeting is just as exciting. So, I encourage you to come back.*
- *I'll see you at the Polar Plunge on January 1st. Thank you for being here.*

19. 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

No Items Scheduled.

20. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:54 P.M.to the next regular scheduled City Council / LRA Meeting of January 14, 2025 at 6:00 P.M.

ATTEST: (Adopted 01/14/2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date: January 14, 2025

Subject: Authorization for Out-of-State Travel Request for Mayor Hernandez to Attend the U.S. Conference of Mayors Winter Meeting in Washington D.C. from January 17-19, 2025

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider approval of the out-of-state travel request for Mayor Rachel Hernandez to travel to Washington D.C. to attend the 93rd Annual Winter Meeting of the United States Conference of Mayors.

SUMMARY

Like previous mayors, Mayor Rachel Hernandez has joined the United States Conference of Mayors in representation of the City of Riverbank. The U.S. Conference of Mayors holds two major meetings each year which are open to all mayors to attend. Their Annual Meeting is held during the summer in June/July and their Winter Meeting is held in January in Washington D.C. The primary purpose of the Winter Meeting is to engage with the White House, the current administration, and Congress and to discuss the priorities of America's mayors. This year's Winter Meeting will be held January 17-19, 2025.

STRATEGIC PLAN

While not directly related to the City's Strategic Plan, City Council is encouraged to attend conferences and meetings to represent the City of Riverbank and advocate for the needs of local government.

FINANCIAL IMPACT

The FY 2024-25 Annual Budget has already considered the attendance of Mayor Hernandez at this meeting. Costs to be covered include registration, airfare, hotel, meals, and transportation to/from the airport.

ATTACHMENTS

None.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: January 14, 2025

Subject: Resolution Authorizing the City Manager to Execute a Contract for On-Call GIS Services with The North State Planning and Development Collective (Chico State Enterprises) Related to Assisting the Community Development Department with On-going GIS Efforts and Activities.

From: Marisela H. Garcia, City Manager

Submitted by: Joshua E. Mann, Director of Community Development

RECOMMENDATION

It is recommended that the City Council consider authorizing the City Manager to execute a contract for on-call Geographic Information System (GIS) services with The North State Planning and Development Collective (Chico State Enterprises) for services related to assisting the Community Development Department with on-going GIS efforts and activities and authorize a budget allocation for \$22,753 from the General Fund Reserve to the Planning Department Professional/Special Services Account.

SUMMARY

By updating and modernizing the City's GIS data, the City will improve its business operations in support of residents, visitors, and businesses in the community. Maintaining up to date accurate GIS data is vital for City operations since the City's GIS data has the potential to impact multiple department activities such as code enforcement, building, land use planning, and public safety. This item would allow staff to work with GIS professionals in order to update and modernize the City's GIS data infrastructure.

BACKGROUND

The City has historically relied upon Stanislaus County for implementation and maintenance of City related GIS data including a web-based mapping application that can provide information to the general public such as the property's Zoning and General Plan designations. The City and County current working agreement is such that the City is

responsible for maintaining relevant GIS layers (zoning, general plan, sphere of influence, roads, utilities, code enforcement issues, etc.) and the County maintains a publicly accessible web-based mapping application that publishes the City GIS data for use by the general public. In addition, GIS data is accessed and utilized by City Staff on a daily basis in order to answer a variety of inquiries from City residents and the business community.

Another important aspect of GIS data is the Community Development Department's responsibility to curate an accurate "Zoning Map of the City of Riverbank" and similarly the City's General Plan Map. With development taking place throughout the City, there have been instances in the past where properties were rezoned and/or had their General Plan designations modified, but these modifications were never memorialized with Zoning/General Plan map updates.

REQUEST FOR PROPOSAL (RFP)

Staff prepared and released a Request for Proposals on October 7, 2024 with a submission deadline of November 4, 2024. The RFP was structured with instructions to provide an hourly rate based proposal and a price proposal based on five (5) areas where services will be needed. The price proposal was a worst case scenario given that each of the firms had no knowledge of what data the City had or needed to be updated. A total of ten (10) proposals were received and reviewed by Planning Staff. The proposals were rated based on each firm's expertise and hourly pricing. From this review, The North State Planning and Development Collective (NSPDC) was selected as the preferred firm who will best be able to assist with the needs of the Community Development Department. Based on the NSPDC proposal, the hourly rates would be as follows:

Role	Rate
Project Manager	\$101
GIS Analyst	\$83
GIS Assistants	\$69-\$71

The RFP also required prospective bidders to provide a total cost to perform all work outlined in five (5) tasks that the Community Development Department identified as needing immediate attention. The proposed contract will be billed at an hourly rate on an as needed basis but this information was requested so that Staff could gain insight into the overall potential cost in updating the necessary GIS data. The tasks included the following scope of work:

Task 1 - GIS File Maintenance Services: Assist City Staff with on-going ArcGIS file maintenance services including, but not limited to, updating existing City data, data organization, data cleanup and application updates.

Task 2 - GIS Data & Mapping Services: Assistance City Staff with updating GIS data and mapping services, and incorporate automation tasks.

Task 3 – Digital Archiving Services: Digital transformation of hardcopy records or legacy records as needed.

Task 4 - Technical Assistance & Assessment of Technologies: Provide technical assistance as needed and assessment of emerging technologies that would benefit City services.

Task 5 – Additional Services: Provide additional services as needed and requested by the Community Development Director.

Based on the description of the tasks listed above, NSPCD provided a total cost of \$22,753 to complete the tasks. It is important to note this overall cost could be less once NSPCD is provided an opportunity to review all existing City GIS data and gain a better understanding of the exact areas where data needs to be updated.

The NSPCD proposal provides a potential total cost of \$22,753 for GIS services depending upon department needs therefore staff is recommending a budget allocation of \$22,753 from the General Fund Reserve to the Planning Department Professional/Special Services (Fund 101). It is important to note that the City will be billed on an hourly rate so potential costs could be less than what was provided in the NSPCD proposal. The contract being proposed is considered an on-call service contract and may extend for a period of three (3) years, as such it is anticipated that subsequent years of the contract will be subject to approval through the annual budgeting process.

STRATEGIC PLAN

This item is related to the City Council's Strategic Plan Objective to "Conduct a review of the City's management tools, systems and resources including Geographic Information Systems (GIS)" and directly related to the City Council's Strategic Plan goal to "Improve Internal and External Communication."

FINANCIAL IMPACT

\$22,753 to be allocated from the General Fund Reserve to the Planning Department Professional/Special Services Fund 101.

ATTACHMENTS

1. Resolution
Exhibit A: Contract for On-Call GIS Services with The North State Planning and Development Collective

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ON-CALL
GIS SERVICES WITH THE NORTH STATE PLANNING AND DEVELOPMENT
COLLECTIVE (CHICO STATE ENTERPRISES) RELATED TO ASSISTING THE
COMMUNITY DEVELOPMENT DEPARTMENT WITH ON-GOING GIS EFFORTS AND
AUTHORIZE A BUDGET ALLOCATION OF \$22,753 FROM THE GENERAL FUND
RESERVES TO THE PLANNING DEPARTMENT PROFESSIONAL/SPECIAL
SERVICES FUND 101**

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

WHEREAS, the Community Development Department relies on Geographic Information System (GIS) data to provide accurate and easily accessible information to City residents and the business community; and

WHEREAS, the Community Development Department does not currently have capabilities to create and maintain necessary GIS data or mapping; and

WHEREAS, the Community Development Department issued a Request for Proposals for On-Call GIS Services on October 7, 2024; and

WHEREAS, on November 4, 2024 proposals were received from ten (10) separate consulting firms; and

WHEREAS, a panel of Community Development Staff reviewed the proposals and rated each based on specific needs of the Department: and

WHEREAS, after reviewing the proposals it was determined the consulting firm best able to meet the Department’s GIS requirements is The North State Planning and Development Collective (Chico State Enterprises); and

WHEREAS, the city staff is seeking to contract with The North State Planning and Development Collective (Chico State Enterprises) in an hourly as needed basis for a total amount of \$22,753 to be allocated from the General Fund Reserves to the Planning Department Professional/Special Services Fund 101.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize the City Manager to execute a contract for On-Call GIS

Services with The North State Planning and Development Collective (Chico State Enterprises) and authorizes a budget allocation of \$22,753 from the Planning Department Professional/Special Services Fund 101.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 2025; 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

Rachel Hernandez
Mayor

Attachment: *Exhibit A: Contract for On-Call GIS Services with The North State Planning and Development Collective*

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 202__, (the "Effective Date") by and between the City of Riverbank, a California municipal corporation ("City"), and North State Planning & Development Collective (Chico State Enterprises), a 501(c)3 Non-Profit Corporation ("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 in order to provide Geographical Information System (GIS) support for ongoing GIS initiatives from the Community Development Department (the "Project").

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

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

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

AGREEMENT

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

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

3. Reimbursement. City shall pay Consultant for reimbursable expenses

related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed \$1,000.

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 three (3) years from the Effective Date, 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 Jason Schwenkler, Executive Director 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: North State Planning & Development Collective
(Chico State Enterprises)
35 Main Street, Suite 132
Chico, California 95928
Attention: Susan Podesta, Director of Sponsored Contracts

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:

CONSULTANT:

North State Planning & Development
Collective (Chico State Enterprises), a
501(c)3 Non-Profit Corporation

By: _____
Jason Schwenkler, Executive Director

Date:

Approved as to Form:

Tom Hallinan, City Attorney

EXHIBIT "A"

ON-CALL GIS SERVICES - SCOPE OF WORK

The North State Planning & Development Collective (Chico State Enterprises) will provide on-call GIS services to the City of Riverbank to include (but not limited to) the following:

Services the successful Proposer will be expected to provide, include but are not limited to:

1. Assist with on-going ArcGIS file maintenance services including, but not limited to, updating existing City data, data organization, data cleanup and application updates.
2. Assistance with GIS data and mapping services, and automation tasks.
3. Digital transformation of hardcopy or archive datasets, as needed.
4. Provide technical assistance and assessment of emerging technologies.
5. Additional services as needed and requested by Community Development Department.

The services above will be provided on an “as needed” basis, as directed by the Community Development Director, and billed monthly at Time & Materials.

EXHIBIT "B"

ON-CALL GIS SERVICES - RATES

Response to Request for Proposals:

City of Riverbank

On-Call Geographic Information System (GIS) Services

City Bid No. CD1-2024

Submitted by:

The North State Planning and Development Collective

Chico State Enterprises

35 Main Street, Suite 132

Chico, CA 95928

Jason Schwenkler, Executive Director

Phone: 530-898-4372

Email: jschwenkler@csuchico.edu

Submitted on: November 1, 2024



November 1, 2024

Joshua Mann
Community Development Director
City of Riverbank
6707 Third Street
Riverbank, CA 95367

Dear Mr. Mann,

Please accept this introductory letter for North State Planning and Development Collective – Chico State Enterprises. The North State Planning and Development Collective (NSPDC) is proposing to provide the On-Call GIS Services as outlined in the response to the Request for Proposals.

The purpose of this project is to provide on-call GIS services and assistance to the City of Riverbank. NSPDC understands and is committed to addressing the following activities:

- ArcGIS file maintenance services
- Assistance with GIS data, mapping, and automation
- Digitization of hardcopy and archive data
- Technical assistance and assessment of emerging technologies
- Miscellaneous GIS support services

The following is the project director's contact information:

North State Planning and Development Collective
35 Main Street, Suite 132
Chico, CA 95928
Jason Schwenkler, Executive Director
jschwenkler@csuchico.edu
530 898-4372 office
530 680-3653 mobile
530 898-6317 fax

NSPDC appreciates the opportunity to support the City of Riverbank with on-call GIS services.

Thank you in advance for your time and consideration.

Sincerely,



Jason Schwenkler
Executive Director
Geographical Information Center

City of Riverbank, On-Call Geographic Information System (GIS) Services North State Planning and Development Collective Response to RFP

About the North State Planning and Development Collective – CSU, Chico

The North State Planning and Development Collective (NSPDC) at Chico State Enterprises, a nonprofit 501(c)(3) organization (formerly the CSU, Chico Research Foundation). NSPDC was established to train professionals in the emerging technology of geographic information systems. NSPDC's mission is academic, community-based, and service-oriented. While nurturing current and developing partnerships, NSPDC promotes valuable opportunities for collaboration and technical assistance through the provision of innovative geospatial solutions to its service region. NSPDC is extremely proficient in responding to the schedules and technical requirements of its clients. NSPDC can provide services and be available to the City of Riverbank staff as needed (e.g., attend meetings as requested, provide status updates and reports, etc.). NSPDC staff bring a wealth of expertise and experience in GIS mapping and analysis, GIS data development and maintenance, and the development of innovative web-based GIS tools and applications. NSPDC also has access to subject matter experts and student assistants/interns through California State University, Chico, who bring valuable resources, knowledge, and perspectives to projects throughout the region.

Company Profile

NSPDC has access to specialized licensing and software required to carry out the project tasks through an existing ESRI Enterprise setup complete with ArcGIS Desktop, ArcGIS Catalog, ArcGIS Pro, and ArcGIS Online. In addition to experience with ESRI-based software, NSPDC has on-site and cloud-based servers that include backup and duplication systems.

NSPDC has developed longstanding relationships, particularly with public sector clients, and routinely provides ongoing services and annual updates of data layers. NSPDC currently has annual or multi-year contracts with thirteen local and/or regional jurisdictions, some dating back over 20 years. NSPDC is familiar with contracting processes and reporting requirements related to public sector clients.

NSPDC has extensive experience with the technical and project management skills needed to successfully execute and maintain GIS projects, data transfer/management, schedules, and budget expectations. NSPDC has a robust project management team as outlined in the following section.

Qualifications – Relevant Experience

The following projects demonstrate NSPDC's experience providing a variety of on-call GIS services to local and regional public agencies. Each of the projects listed below are ongoing with contract renewals annually.

City of Chico

GIS supports the City of Chico with the development and maintenance of several web services, including a street sign database and a GPS data collection system. NSPDC also assists with mobile data collection application development and training. NSPDC provides data creation and management support across multiple City departments, assisting with data related to sewer and

manholes, parcels, road network, addressing, planning, and public works. Additionally, the NSPDC assists the City of Chico with georeferencing orthophotography and managing mosaics.

Butte County Association of Governments

For over a decade, NSPDC has provided miscellaneous GIS services to Butte County Association of Governments, including Enterprise SDE development and maintenance, web map development and support, training, data migration, data creation, and data validation. NSPDC maintains an authoritative address and road layer spanning Butte County. NSPDC collects and implements annual Butte County land use and general plans from jurisdictions, including commercial building footprint changes, bus routes, and bike lanes. Additionally, NSPDC provides land use and transportation modeling assistance.

Town of Paradise

NSPDC has extensive history supporting the Town of Paradise with a variety of miscellaneous GIS services, including data creation, maintenance, and management for several different departments. NSPDC assists with data related to emergency operations, fire service operations, law enforcement operations, land use planning, parcel management, public safety, sewer/storm water, and water distribution. NSPDC has also developed several web maps for the Town of Paradise, including a public notification mailing system, evacuation zones, proposed sewer service areas, and internal and public-facing planning department maps and web applications to support Paradise Parks and Recreation, and the Rebuild Paradise effort. Additionally, NSPDC has provided training support and automation support.

Tehama County

NSPDC maintains the County's parcel and zoning layers using an ESRI Parcel Fabric. NSPDC assists Tehama County with the maintenance road layers and has created the County's authoritative address point layer. NSPDC has assisted with GIS infrastructure configuration, developed internal and public-facing maintenance request tracking web applications for the County's Public Works Department, and internal and public-facing Tehama County planning web maps. In addition, NSPDC provides on-demand GIS assistance and technical support for a variety of County departments.

City of Orland

NSPDC provides on-demand GIS analysis and mapping support to the City of Orland. NSPDC assists with data migration, management, and creation, as well as task automation. NSPDC provides ongoing support with the development of an Enterprise system and web map applications. Additionally, NSPDC maintains a variety of internal and public-facing planning maps, and a mailing list notification application for the City.

Project Approach

To meet the needs outlined by the scope of work in the RFP, NSPDC will provide a variety of on-call GIS services to the City of Riverbank, including assistance with the creation, maintenance, and management of GIS data; mapping services; task automation; and documentation development. NSPDC will also provide ad hoc technical assistance, and assessments of emerging technologies. NSPDC plans to meet the above objectives by completing the following tasks:

Task 1: Ongoing assistance with GIS file maintenance services

NSPDC will provide ongoing GIS data creation and maintenance, organization, data cleanup and application updates.

Task 2: GIS data and mapping services, including task automation

NSPDC will provide data and mapping support as requested by City staff. NSPDC will also consider automation for new tasks and processes and review current processes and workflows to identify areas where efficiency can be increased through automation.

Task 3: Digital transformation of hardcopy or archive datasets

NSPDC staff will work with the City to inventory hardcopy and/or archival data that needs to be digitized. NSPDC staff will digitize data in order of priority as determined by City staff.

Task 4: Provide technical assistance and assessment of emerging technologies

NSPDC will provide technical assistance and training related to GIS geoprocessing and mapping needs. Additionally, since NSPDC staff regularly attend industry workshops and conferences, they will be able to keep the City apprised of emerging technologies that may be helpful to adopt or implement.

Task 5: Miscellaneous and ad-hoc GIS services

NSPDC staff will provide miscellaneous on-call GIS services as needed and requested by the Community Development Department.

References

City of Chico
Brad Pierce
GIS Analyst
(530) 879-6523
brad.pierce@Chicoca.gov
411 Main Street
Chico, CA 95928

Butte County Association of Governments
Brian Lasagna
Regional Analyst
(530) 809-4616
blasagna@bcaag.org
326 Huss Drive, Suite 150
Chico, CA 95928

Town of Paradise
Marc Mattox
Public Works Director & Town Engineer
(530) 872-6291 x 125
mmattox@townofparadise.com
5555 Skyway
Paradise, CA 95969

Tehama County
Jessica Riske-Gomez
Transportation Manager
(530) 602-8282

iriskegomez@tehamartpa.org

1509 Schwab Street
Red Bluff, CA 96080

City of Orland
Scott Friend
City Planner
(530) 865-1608
cityplanner@cityoforland.com
815 Fourth Street
Orland, CA 95963

Qualifications - Personnel

Project Management Team

Jason Schwenkler
Executive Director

Jason has over 25 years of experience in GIS analysis, project development and management, strategic planning and leadership, and relationship cultivation and stewardship. Jason works in partnership with local, state, federal, and nonprofit partners to meet their data gathering, mapping, and analysis needs. Jason will provide project oversight and serve as the project liaison between NSPDC and Chico State Enterprises.

Darren Inks
Project Manager

Darren holds a BA in Geography and Planning and a Certificate in GIS Technology from Chico State. He has over 23 years of professional experience at NSPDC and has been a project manager for the last 15 years. Darren provides scope, schedule, and budget management for numerous projects at NSPDC and has managed a multitude of local government, emergency services, and infrastructure analysis projects. Darren will assist with project oversight, technical assistance, and overall quality assurance/quality control.

NSPDC staff have extensive knowledge in GIS data development, GIS data maintenance and analysis, web service development and deployment, task and workflow automation, and the creation of custom GIS tools. The technical team assisting the City of Riverbank with GIS Services has over 40 years of combined relevant experience.

Technical Team

Kirk Anderson
GIS Analyst

Kirk holds a BA in Geography from UC Berkeley and a certificate in GIS Technology from Chico State. He has over 16 years of professional experience performing GIS data maintenance and analysis at NSPDC. Kirk has a substantial background working with local governments with an emphasis on cadastral development and maintenance. Kirk is the lead analyst on several local jurisdiction GIS service contracts that focus on providing on-call GIS services including regular data maintenance and updates. He is proficient in the full suite of ArcGIS Desktop including extensions, ArcPro, and ModelBuilder/Python.

Randy Needham
GIS Systems Analyst

Randy has 21 years of experience with the setup and maintenance of GIS infrastructure. In addition to all in-house GIS infrastructure support and maintenance, Randy has worked with a variety of public jurisdictions and private organizations to establish and maintain their own internal GIS infrastructure. His experience includes knowledge of ESRI Desktop, ESRI SDE, ESRI Server, SQL Server, Windows Server, IIS, Linux, MySQL, and network troubleshooting. He also has experience with Server and Workstation building, troubleshooting, network setup, and installation.

The NSPDC team also consists of GIS Assistants that will support all efforts as needed.

Price Proposal

Proposed cost estimates are provided for each task below.

Task 1: GIS file maintenance services - \$5,973

Task 2: GIS data and mapping services, including task automation - \$2,715

Task 3: Digital transformation of hardcopy or archive datasets - \$7,331

Task 4: Technical assistance and assessment of emerging technologies - \$3,204

Task 5: Miscellaneous and ad-hoc GIS services - \$3,530

Rates:

Role	Rate	Hours
Project Manager	\$101	48
GIS Analyst	\$83	96
GIS Assistants	\$69-\$71	144

Total Hours: 288

Total proposed cost: \$22,753

**NORTH STATE PLANNING AND DEVELOPMENT COLLECTIVE
JULY 2024 THROUGH JUNE 2025**

Project Manager V	\$154
Project Manager IV	\$134
Project Manager III	\$114
Project Manager II	\$101
Project Manager I	\$89
Programmer III	\$134
Programmer II	\$99
Programmer I	\$82
Analyst	\$83
Prod Analyst	\$83
Outreach Analyst	\$71
Sys Analyst	\$85
Assistant III	\$71
Assistant II	\$69
Assistant I	\$53
Lead Biologist	\$89
Biologist	\$77

Note: Supplies/Materials/Travel or other operating expenses required on this project will be charged at actual costs plus indirect costs of 35%. Indirect costs are already contained in the labor rates listed above.

The budget is for estimating purposes only. Actual charges will be based on the above Rate Card. The budget assumes that no federal funding will be involved.

Labor rates stated above may be modified without amendment based on administrative changes in pay scales. Contractor will provide a new rate schedule immediately on official notice of change.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: January 14, 2025

Subject: Resolution Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the City Clerk Position from Range 156 to Range 161

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider approving a Resolution amending the City of Riverbank's Compensation Plan to reflect the new salary range for the City Clerk Position.

SUMMARY

An adjustment to the Salary Range for the City Clerk Position will bring the position in line with market rate for similar positions in other municipal organizations.

BACKGROUND

In 2022 the City underwent the recruitment process to fill the vacancy in the City Clerk position after the last City Clerk retired. The process ended with the selection of Gabriela Hernandez as the new City Clerk. Gabriela had served as the Administrative Assistant-Confidential in the Administration Department prior to her promotion and based on the City of Riverbank Memorandum of Understanding with the Riverbank Middle Management Employee Association, she was provided with a 5% increase in pay based on the City Clerk Salary Range 156.

Since accepting the position in June 2022, Gabriela has excelled in meeting the goals and objectives of the position. Over the past 2 ½ years she has accomplished the following:

- Receiving her Certified Municipal Clerk designation.
- Implementation of NextRequest for management of public records requests.
- Implementation of the cloud-based Laserfiche, including the public portal for residents to search for city documents.

- Overseeing the processing of a citizen-led initiative that will appear on the 2026 ballot.
- Overseeing of the filling of the vacancy for the District 3 City Council representative.

Based on Gabriela's performance over the past two years, it was decided that an internal evaluation of the City Clerk position compared to other cities was warranted. Our evaluation included a review of the position & salary range for all Stanislaus County cities as well as several in San Joaquin County, including Lathrop, Ripon and Manteca. Several cities incorporate City Clerk functions as an overall job duty of a Director position (i.e. Administrative Services Director in Waterford, and Finance Director in Ripon) others have a City Clerk Director position as they oversee a number of staff in the City Clerk Division (i.e. Deputy City Clerks and Records Management Staff). Based on this evaluation, it was determined that an adjustment of the salary range to be reflective of the market rate was appropriate.

The salary range proposal is as follows:

City Clerk					
Salary Range	Step A	Step B	Step C	Step D	Step E
156 - Monthly	\$ 8,173.13	\$ 8,581.79	\$ 9,010.88	\$ 9,461.42	\$ 9,934.49
161 - Proposed	\$8,589.99	\$9,019.49	\$9,470.46	\$9,943.98	\$10,441.18
Difference/Mo.	\$416.86	\$437.70	\$459.58	\$482.56	\$506.69

If approved, the City Clerk will receive a salary adjustment from Salary Range 156-D to Salary Range 161-D; and this adjustment will be effective the first full pay period of January 2025, which begins 1/10/2025.

STRATEGIC PLAN

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

FINANCIAL IMPACT

The financial impact for FY 2024-2025 is \$3,400 in increased salary and benefits due to the salary range adjustment for the City Clerk position.

ATTACHMENTS

1. Resolution

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA AUTHORIZING THE AMENDMENT OF
THE CITY OF RIVERBANK COMPENSATION PLAN TO REFLECT THE NEW
SALARY RANGE FOR THE CITY CLERK POSITION FROM RANGE 156 TO RANGE
161**

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

WHEREAS, after a successful recruitment in June 2022, the City Clerk was promoted from her previous position to fill the existing vacancy in the City Clerk position; and

WHEREAS, over the past two and a half years the City Clerk has demonstrated her ability to effectively streamline the operations of the position; and

WHEREAS, the recommendation is to provide an equity adjustment to the salary range and bring it to a market rate level; and

WHEREAS, it is recommended that the City Council amend the City of Riverbank's Compensation Plan to reflect the new salary range for the City Clerk Position from Range 156 to Range 161.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize the amendment of the City of Riverbank Compensation Plan to reflect the new salary range for the City Clerk position from Range 156 to Range 161 as follows:

City Clerk					
Salary Range	Step A	Step B	Step C	Step D	Step E
156 - Current	\$8,173.13	\$8,581.79	\$9,010.88	\$9,461.42	\$9,934.49
161 - Proposed	\$8,589.99	\$9,019.49	\$9,470.46	\$9,943.98	\$10,441.18
Difference/Mo.	\$416.86	\$437.70	\$459.58	\$482.56	\$506.69

NOW, THEREFORE, BE IT FURTHER RESOLVED that the current City Clerk will receive a salary adjustment from Salary Range 156-D to Salary Range 161-D; and this adjustment will be retroactive to 1-10-2025.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 2025; 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

Rachel Hernandez
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	January 14, 2025
Subject:	Nomination and Appointment of the Vice Mayor to Serve for the Year 2025
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

It is recommended that the Mayor Hernandez nominate a Councilmember to serve as Vice Mayor for the year 2025 and, by roll call vote, the City Council shall approve the Appointment for a one-year term.

SUMMARY

The City Council typically designates the Vice Mayor for a one-year term. Through nomination by the Mayor and favorable motion to approve by the majority vote of the Members of the Council. The Councilmember appointed will serve as Vice Mayor for the year 2024.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT

AUTHORITY AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date:	January 14,2025
Subject:	Adjustments to the 2025 City Council Meeting Schedule
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council by roll call vote:

- 1) Cancel the meetings of July 8th, August 12th, November 11th and December 23rd, for a modified summer schedule and to minimize conflicts with Holiday Activities.

SUMMARY

Summer 2025

It is not uncommon for agencies to set up a schedule that includes adjustments for summer vacations. The City has in the past adopted a modified summer schedule which allowed staff, as well as members of the City Council, to effectively coordinate their vacation plans and minimize scheduling conflicts. In consideration of the number of projects moving forward, it is proposed that the City once again hold only one meeting in July and August rather than cancel both meetings in one of the summer months.

This is consistent with the meeting schedule from 2024 and previous years. The Labor Day Holiday does not fall on the city council meeting week in 2025, so no changes to the September City Council meeting schedule are proposed. However, if Council would like to consider alternate or additional Council meeting closures to accommodate summer plans it is within Council's authority to do so. In previous years Council has elected to cancel both a meeting in July and a meeting in August. The proposed cancellation dates should Council elect to continue this practice, would be **July 8th and August 12th**.

Fall/Winter 2025

It is also recommended that Council cancel the **November 11th** as it falls on the Veterans Day Holiday and City Offices are closed. The November 25th meeting is typically cancelled in for the Thanksgiving Holiday. However, staff recommends still holding the November 25th Meeting, in order to accommodate for any business for the month, unless Council chooses to cancel both meetings in November. The November 25th date is right in the middle of frequent Council, Staff and Community Thanksgiving holiday travel schedules. Similarly, the **December 23rd** date falls on the week of Christmas and therefore is recommended for cancellation. As always, in the event that issues arise that need to be attended to between regularly scheduled meetings, a special meeting can be held.

FINANCIAL IMPACT

There is no financial impact.

STRATEGIC PLAN

Since the City Council meetings play an integral role in the delivery of the strategic plan, establishing a clear Council Meeting Schedule relates directly to most aspects of the strategic plan.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date: January 14,2025

Subject: Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2025

From: Marisela H. Garcia, City Manager

Submitted by: Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that City Council:

- 1) Review the appointment lists; and
- 2) Volunteer or nominate a member of the Council to serve as the representative;
and
- 3) By roll call vote, ratify the appointments for the year 2025

SUMMARY

One of the first orders of business of each year is for the City Council to review the prior year's Board and Committee appointment lists as adopted, to nominate a member of the Council or staff or volunteer for an appointment, and ratify the changes agreed upon by roll call vote.

The City's participation in various intergovernmental boards and committees provides a valuable opportunity for the City's legislative body to actively engage in the discussion and decisions that affect the residents of Riverbank, and ensure the City's best interest are taken into consideration.

In addition, members of the City Council function in a liaison role to internal City committees which provides the opportunity for members to share their perspectives and recommendations on matters to be addressed while, simultaneously, foster open communication and collaboration with diverse committees of various community interests and expertise.

Intergovernmental Boards/Committees List

Stanislaus Homeless Alliance Board. According to the bylaws, the East County Cities of Oakdale, Hughson, Riverbank, and Waterford are to decide among themselves which two (2) cities will represent the region. Riverbank has been one of the representatives since 2019. Former Councilmember Darlene Barber-Martinez served on this board for 5 years. **At their January 8, 2025 meeting, the Board approved an update to their by-laws regarding the appointment of the Alternate. In the past, the Alternate was the City Manager. The updated by-laws will allow for either an elected official or an executive-level administrative official in each governmental entity to serve as the alternate.**

Stanislaus Office of Emergency Services Disaster Council. The Council makes recommendations to local governing agencies pertaining to the development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency. The appointment is for a two-year term. The Disaster Council meets once a year or as necessary. **They are scheduled to meet on Thursday, January 16th at 1 pm.**

Lower Stanislaus River Trail Improvement Plan Committee. This Committee was formed in 2013 with Representatives of the Cities of Riverbank, Oakdale, and Ripon, the Local Government Commission, and the National Park Service to work together to enhance public use and stewardship of the lower Stanislaus River. The Committee has been inactive for several years due to lack of interest.

“Interest Group Member” of the Stanislaus County Workforce Development Board. As a reminder, this board has been on the list for several years due to the understanding that a member of the council would have the opportunity to be designated to the Government seat on the board. After further inquiry of this seat, it was determined that this seat is typically held by a County Representative, and is filled by the predecessor. To stay informed of the Agency and the Board’s activities and decisions, other cities have appointed a Council Member to a separate “Interest Group”. The Interest Group members receive notifications of the Board’s meetings, the agenda, materials provided to the board, and may participate as an attendee of the meeting. “Interest Group Members” are not voting members. **Staff recommends this Board be removed from our annual consideration List.**

Internal City Committees

Budget Advisory Committee (BAC). This is a six (6) member advisory committee, including (1) non-voting Council representative and Council alternate, tasked to review and discuss the City’s operating budget and makes recommendations on projects, programs, and policies to the City Council. This committee has been inactive for the past (6) years. Recruitment for five (5) members of the community will commence this year in anticipation of the preparation of the Fiscal Year 2025-2026 Annual Budget.

Sister City Committee is currently active and has been diligently working on several fundraisers with a goal to send a student to the Sister Cities International Youth Summit.

The 2024 ratified list of External Intergovernmental Boards and Internal City Boards is provided for review and ratification of any changes made for the year 2025.

STRATEGIC PLAN

City Council and Staff serve as city representatives fostering relationships with external agencies and community members, and at times may involve collaborating joint efforts on accomplishing various aspects of the strategic plan.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. 2024 adopted Boards and Committees lists.
2. Project Resolve Membership Agreement
3. Stanislaus County Disaster Council-Membership Verification Form

2024 List of Appointments

(Ratified on January 9, 2024)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2024 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> <u>Meets:</u> Quarterly, TBD when scheduled <u>Location:</u> It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is led by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Councilmember Rachel Hernandez (Primary) Councilmember Luis Uribe (Alternate)
<u>San Joaquin Valley Air Pollution Control District</u> <u>Special City Selection Committee</u> <u>Meets:</u> At least once annually and as needed <u>Location:</u> Northern Region Office, 4800 Enterprise Way, Modesto This Committee's purpose is to appoint (5) Council Members to the San Joaquin Valley Air Pollution Control District's Governing Board.	Councilmember Darlene Barber-Martinez (Primary) Councilmember Luis Uribe (Alternate)
<u>STANCOG – POLICY BOARD</u> <u>Meets:</u> The 3rd Wednesday of each month; 6:pm <u>Location:</u> 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional transportation issues.	Mayor Richard D. O'Brien/Mayor Rachel Hernandez (Primary) Vice Mayor Leanne Jones Cruz/Vice Mayor Luis Uribe (Alternate)
<u>STANISLAUS HOMELESS ALLIANCE BOARD</u> <u>(RESOLUTION NO. 2019-032)</u> <u>Meets:</u> 1st Wednesday of Each Month at 5:30 pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (Basement), Modesto The Alliance Is a Collaborative Board formed to align Homeless Service, Planning, & Funding among Stakeholders in Stanislaus County. The Board consists of several Community Leaders of Governmental and Nongovernmental Entities. A Primary Voting Member Is appointed by the City Council annually. An Alternate Member may be an elected official or an executive-level administrative official in each government entity.	Councilmember Darlene Barber-Martinez (Primary) City Manager (Alternate)

2024 List of Appointments

(Ratified on January 9, 2024)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2024 - Appointments)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES</u> <u>DISASTER COUNCIL</u> <u>Meets:</u> Once a year or as necessary (Thursday, Jan 16th, 2025 scheduled meeting) <u>Location</u> 1010 10th Street Place, Modesto Board of Supervisors Basement To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Councilmember Luis Uribe (Primary) Councilmember Rachel Hernandez (Alternate) (*Note: The appointed Councilmember serves a 2-year term; ending 12/2024.)
<u>“INTEREST GROUP MEMBER” OF THE STANISLAUS COUNTY</u> <u>WORKFORCE DEVELOPMENT BOARD</u> (formerly the Stanislaus Business Alliance Board that ended 6/2016) <u>Meets:</u> The 1st Monday of the 1st month of every quarter January 8th, April 8th, July 8th, October 7th <u>Location:</u> 251 E. Hackett Road, Modesto. The WDB is a business led public body whose members are appointed by the Board of Supervisors to oversee activities funded by the Workforce Innovation and Opportunity Act. The WBD is responsible for shaping and strengthening local and regional workforce development efforts to support small, medium and large business job growth by providing services such as job search assistance, resume development, career counseling, and job placement assistance.	Councilmember Darlene Barber-Martinez (Primary) Vice Mayor Leanne Jones Cruz (Alternate)
<u>Lower Stanislaus River Trail Improvement Plan</u> <u>Committee</u> (Resolution No. 2013-069) <u>Meets:</u> TBD <u>Location:</u> TBD Representatives of the Cities of Riverbank, Oakdale, and Ripon and the Local Government Commission and the National Park Service will be working together to enhance public use and stewardship of the lower Stanislaus River.	Vice Mayor Leanne Jones Cruz (Primary) Councilmember Darlene Barber-Martinez (Alternate)

2024 List of Appointments

(Ratified on January 9, 2024)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2024 - Appointments)
<u>Project Resolve (PR)</u> <u>Meets:</u> Every other month starting at 8am. The first half hour is networking over breakfast with a 90-minute meeting starting at 8:30am. (1st Wednesday of the following months in 2025: February, April, June, August, October, December) <u>Location:</u> Residence Inn, 2902 Healthcare Way, Modesto A network resolved to build and sustain trust and strong relationships between law enforcement and community through our ongoing connection, learning, and testing of ideas.	Mayor Richard D. O'Brien (Primary)
<u>Oakdale Ad Hoc Animal Shelter Subcommittee</u> <u>Meets:</u> As Necessary <u>Location:</u> City of Oakdale The Oakdale Police Department oversees animal services, it's members help us improve services to our community and our four-legged friends.	Mayor Richard D. Obrien (Primary) Markie Wallace (Alternate- Riverbank Resident)

2024 List of Appointments

(Ratified on January 9, 2024)

CITY / LRA COMMITTEES	COUNCIL / LRA LIAISON (2024 – Appointments)
<u>BUDGET ADVISORY COMMITTEE (BAC)</u> <u>Meets:</u> As needed <u>Location:</u> City Hall Council Chambers or City Hall South Conference Room This (7) resident member advisory committee, including (1) non-voting Council representative and a Council alternate, reviews and discusses the City's operating budget and makes recommendations on projects, programs, and policies to the City Council.	Councilmember Luis Uribe (Primary) Councilmember Rachel Hernandez (Alternate) (Note: This committee has been inactive for the past six (6) years.)
<u>FRIENDS OF JACOB MYERS PARK (JMP)</u> (A non-profit organization) <u>Meets:</u> On a monthly basis <u>Location:</u> City Hall Council Chambers Works on projects, park planning, and fundraising events.	Councilmember Rachel Hernandez (Primary) Vice Mayor Leanne Jones Cruz (Alternate)
<u>SISTER CITY</u> <u>Meets:</u> As needed <u>Location:</u> TBD based on availability Formed for the purposes of establishing, maintaining, coordinating, and managing international relationships in cultural, educational, and economic areas, and promoting international friendship and goodwill. Riverbank's two Sister Cities are Tamazula de Gordiano, Jalisco, Mexico and Fuyang, China.	Councilmember Luis Uribe (Primary) Councilmember Rachel Hernandez (Primary)



Group Membership Agreements

Welcome to Project Resolve (PR)! By becoming a member, you agree to follow the terms of this membership agreement.

Purpose of Project Resolve:

A network resolved to build and sustain trust and strong relationships between law enforcement and community through our ongoing connection, learning, and testing of ideas.

Purpose of this Agreement:

The purpose of this Agreement is to establish a mutual understanding between Project Resolve and its members regarding the obligations associated with membership. It serves as a framework to ensure positive and beneficial relationships within our Network.

Requirements:

- Attend at least 75% of the full network meetings
 - The full network currently meets every other month for a 90 minute breakfast meeting (1st Wednesday of the following months in 2025: February, April, June, August, October, December)
- Actively relay information between PR and the community you represent
- Adhere to group agreements

- | | |
|--|---|
| <ul style="list-style-type: none"> ❖ Actively participate ❖ Actively and empathetically listen ❖ Confidentiality - details stay, learnings go ❖ Be honest, be candid - even if we get it "wrong" ❖ When people say they are in pain, believe them ❖ Call each other IN (not out) - contribute to a culture of feedback | <ul style="list-style-type: none"> ❖ Stay together - focus on strong relationships - be willing to be influenced by each other ❖ Challenge the idea, not the person ❖ Be curious - ask questions ❖ Practice excessive grace and be kind ❖ Step up and step back ❖ Expect and be in discomfort |
|--|---|

- Develop relationships throughout the Network outside of the full network meetings
- Community Members: participate in a full ride-along, experience the Forced Option Simulator, and tour a local department once a year
- Law Enforcement members: Accept at least 2 invitations extended by community membership to a community event or community-based experience.

By signing below, you acknowledge that you have read and agree to the terms of this Membership Agreement.

Name: _____

Date: _____

Signature: _____

STANISLAUS COUNTY DISASTER COUNCIL – MEMBERSHIP VERIFICATION FORM

INSTRUCTIONS: Please provide your jurisdiction's Primary and Alternate Disaster Council Representatives.

Jurisdiction (City): _____

PRIMARY COUNCIL MEMBER INFORMATION

Primary Council Member Name: _____

Primary Council Member Role/Title: _____

Primary Council Member Email Address: _____

Primary Council Member Phone Number: _____

Primary Council Member: Please Provide Name and Contact Email / Phone for your Administrative Assistant if you would like them included in Disaster Council Meeting Invitations and Communications.

Administrative Assistant Name: _____

Administrative Assistant Email Address: _____

Administrative Assistant Phone Number: _____

ALTERNATE COUNCIL MEMBER INFORMATION

Alternate Council Member Name: _____

Alternate Council Member Role/Title: _____

Alternate Council Member Email Address: _____

Alternate Council Member Phone Number: _____

Alternate Council Member: Please Provide Name and Contact Email / Phone for your Administrative Assistant if you would like them included in Disaster Council Meeting Invitations and Communications.

Administrative Assistant Name: _____

Administrative Assistant Email Address: _____

Administrative Assistant Phone Number: _____