

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 - Luis Uribe

Vice Mayor 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, OCTOBER 28, 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 - Strategic Plan Progress Report-** It is recommended that the City Council receive a progress report on the status of the 2025 – 2030 Strategic Plan.

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 AND RETURN TO THE CITY CLERK

9. CONSENT CALENDAR (No Obligation to Read Aloud)

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 October 14, 2025.

Item 9.3 **Authorization** for Out of State Travel Request to have Construction Inspector Attend 2026 Slurry Systems Workshop in Las Vegas, NV

Item 9.4 **Resolution** Authorizing an Emergency Appropriation of Funds in the Amount of \$52,017.13 from Sewer Fund 106 for the Track Repair on the Case STX for WWTP Pond Maintenance.

Item 9.5 **Resolution** Approving the Renewal of a Professional Services Agreement with Visual Sound for the Enhanced Service Plan.

10. PUBLIC HEARING- NO ITEMS SCHEDULED.

11. NEW BUSINESS

Item 11.1 **Amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for Social Media and Communication Services.** - It is recommended that the City Council provide direction and/or feedback to staff regarding a proposed amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for Social Media and Communication Services.

Item 11.2 **Direction on the Wastewater Treatment Plant Expansion Feasibility Study Request for Proposals-** It is recommended that the City Council provide direction to staff regarding the proposal received for the Wastewater Treatment Plant Expansion Feasibility Study to either: 1. Accept the proposal from Black Water Consulting Engineers and authorize the City Manager to negotiate an agreement with said firm, or 2. Reject the proposal from Black Water Consulting Engineers and direct staff to reissue the Request for Proposals.

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.

Item 13.2 **LIABILITY CLAIMS**
(Pursuant to Government Code § 54961)
Claimant: Raul Penunuri Valenzuela/Kramer Trial Lawyers
Agency Claimed Against: City of Riverbank

14. REPORT FROM CLOSED SESSION

Item 14.1 **Report from 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.

Item 14.2 **Report from Item 13.2**
LIABILITY CLAIMS
(Pursuant to Government Code § 54961)
Claimant: Raul Penunuri Valenzuela/Kramer Trial Lawyers
Agency Claimed Against: City of Riverbank

15. ADJOURNMENT

The City Council Meeting of: **November 11th is CANCELED.**

The Next Regular City Council Meeting will be on: **Tuesday, November 25, 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 23rd Day of October 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.



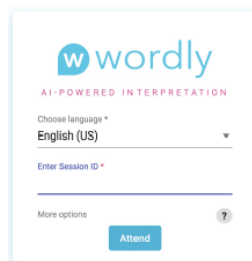
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

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 Channel: Charter– 2 -NOT AVAILABLE AT THIS TIME**
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

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

ACCEPTABLE METHODS OF SUBMITTING COMMENTS **BEFORE THE 5:00 PM DEADLINE**

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

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

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/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:	October 28, 2025
Subject:	Strategic Plan Progress Report
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council receive a progress report on the status of the 2025 – 2030 Strategic Plan.

SUMMARY

In May 2025 the City Council and City Staff met to discuss new Goals and Objectives for the creation of the 2025-2030 Strategic Plan. This plan was formally adopted in June 2025. Tonight's presentation is a progress report on the established objectives.

BACKGROUND

In February 2013 the City Council and Management staff held its first Strategic Planning Session. The intent was to develop a Strategic Plan that would allow the City to focus its limited resources on accomplishing key goals. Initial Strategic Planning sessions were a collaboration between Council and staff and included the development of measurable objectives established for a six-month planning period. The objectives identified the responsible departments that would oversee the objective as well as an estimated time for completion. These sessions were focused on short-term goals that could be achieved during that six-month period.

In February 2019 the City Council took a different approach to Strategic Planning. Realizing the importance of long-term planning, Council developed a five-year Strategic Plan running from 2020-2025. An update was conducted in 2021 to this plan which ran from 2022-2027. In contrast to the previous plan, that five-year Strategic Plan identified long-term goals but did not provide estimated times for completion of each objective or a method to prioritize each of the objectives to ensure that Council and staff could allocate their time and resources in an effective manner.

In May 2025 the City Council met in order to develop a new Strategic Plan to align with the priorities and goals of newer members to the Council and City Staff. This resulted in the new 2025-2030 Strategic Plan.

STRATEGIC PLAN

This item is directly related to the City Council's Strategic Plan Goal to "Improve Public Communications."

FINANCIAL IMPACT

There is no financial impact associated with this item.

ATTACHMENT

1. October 2025 Strategic Plan Progress Report
2. Strategic Plan - Final

OCTOBER 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

GOAL: ENHANCE CITY FACILITIES/ORGANIZATION

Strategy	Status
Research available funding or issue RFP for a new City Hall facility. <i>*New offices for Development Services Administration Department and evaluate Corporation Yard to accommodate in-house engineering staff.</i>	City Engineers working on a Public Works Corporation Yard Master Plan to add more office space. Proceeding with quotes for design of city hall at the City Hall North site.
Evaluate underutilized properties for new city/recreational facilities.	
Obtain costs to improve CNG Maintenance Building Office.	Quotes received for a lift/elevator. Waiting for HVAC quotes.
Establish hiring and staffing policies, including a Classification & Compensation Study.	Classification and Compensation Study in progress.
Explore potential impact of adopting a Charter vs. General Law City Status.	

GOAL: IMPROVE PUBLIC COMMUNICATIONS

Strategy	Status
Create a Public Information Officer position to improve public communication.	In progress. Part of the Class & Comp Study.
Hire a Deputy City Clerk to help with boards/committees' oversight and accessibility to City Council.	Salary range evaluation part of the Class & Comp Study.
Develop a formal communications plan to include social media policies, translation services, and public access to information.	Request for Proposals to be issued October 2025.
Hold town halls and public engagement events.	
Increase social media presence and outreach.	
Develop process to address public comments and concerns.	To be evaluated as part of the Communications Plan.

GOAL: SUPPORT PUBLIC SAFETY

Strategy	Status
Increase code enforcement and deputy staffing through grant funding.	
Implement code enforcement for vacant buildings.	
Widen roads and improve intersections for safety.	
Pursue grant funding for more cameras.	
Install lighting and traffic control measures at key locations.	
Parks and Recreation Annual Maintenance Plan.	
SCFPD Collaboration on North County Corridor closures	In progress. Meeting held with all public safety partners. Closure in progress.
Develop a volunteer park ambassador program.	

GOAL: FOSTER ATTAINABLE HOUSING

Strategy	Status
Use tax sharing increases for city-wide inclusionary housing programs.	
Work with builders for attainable housing options.	Meeting with Stanislaus Equity Partners to discuss future partnership opportunities.
Advance Phase 2 of transitional housing at Sierra House.	
Update Nexus Fee Study for infill development incentives.	REAP Grant Agreement approved by Council on 10/14/2025 to update Study.
Issue Request for Proposals for a General Plan Update and Sphere of Influence expansion.	
Allocate General Funds to subsidize Affordable Housing.	
Make our City Grants more accessible to our residents.	

GOAL: SUPPORT DOWNTOWN REVITALIZATION AND ECONOMIC DEVELOPMENT

Strategy	Status
Revitalize downtown and encourage small business growth.	
Update ordinance for vacant buildings and incentivize re-use.	
Advance East Riverbank commercial development and establish industrial parks.	
Establish strategic partnerships and staffing for economic development.	Reviewing and amending agreement with Opportunity Stanislaus.
Launch revitalization loan program with partner banks.	
Tax Agreement based on business size.	
Host additional city festivals and events.	
Provide child care facilities incentive.	

GOAL: INFRASTRUCTURE

Strategy	Status
Conduct feasibility study for the Wastewater Treatment Plant and water reuse options	RFP issued in August 2025. Council to consider responses 10/28/2025.
Modernize recreation facilities and improve American with Disabilities Access	
Expand non-motorized transportation options	
Plan for Wi-Fi and charging station infrastructure	
Fundraise for sports complex expansion and accessibility upgrades	
Environmental Justice Plan	
Evaluate aging infrastructure to rehabilitate and/or retire from use.	

GOAL: PRIORITIZE COMMUNITY EDUCATION PARTNERSHIPS

Strategy	Status
Partner with school districts and trade groups for job training.	Met with the Plumbers & Pipefitters Union to discuss possible partnerships. VOLT Grants for students from City Investment to Opportunity Stanislaus.
Develop a facility for education and training programs.	
Establish internships and a Youth Council program.	Youth Council established September 2025.
Scout opportunities for military education and recruitment.	
Provide community education on health, safety, and resources.	Health fair in April and Kids Health and Safety Annual Fun Fair (Bike Rodeo) in June.

GOAL: PRIORITIZE FINANCIAL SUSTAINABILITY

Strategy	Status
Hire a consulting firm or employee to pursue grant opportunities.	
Evaluate all contracts and partnerships for cost-effectiveness.	
Establish a Budget Advisory Committee with citizen involvement.	
Maintain General Fund Reserve Policy and adjust for inflation.	Reserve Policy adopted via Resolution 2019-084 established a Reserve range of 13%-15%.
Review and update the City fee schedule and credit card transaction policies.	



City Council Strategic Plan **2025** — **2030**



Adopted June 2025
Prepared by DKS Associates

Dear Riverbank Residents,

It is my honor to present the *City of Riverbank 2025–2030 Strategic Plan*, a framework built through collaboration between the City Council, our dedicated staff, and your voices, our community. This plan represents our shared plan for Riverbank's next five years: one that balances a sense of belonging and thriving that makes our city special.

Strong leadership begins with thoughtful planning and responsible stewardship of our resources. This Strategic Plan brings together the goals and values that will guide our decisions, ensuring that every investment we make, every partnership we form, and every program we launch contributes to a stronger, more resilient Riverbank.

Our mission is for you: The City of Riverbank's Mission is to provide high quality, professional services and a safe, family-oriented community for our diverse residents to thrive.

Our vision is for you: Riverbank is a regional leader in sustainable development offering a unique, culturally diverse, safe, and welcoming community with a thriving downtown, recreational opportunities for all ages and abilities, and sustainable economy – collaborating with local and regional partners.



Safety and communication are central to that vision. Safety touches our parks, our roads, our infrastructure, our housing, and the wellbeing of every department that serves our residents. Likewise, open and transparent communication strengthens trust, ensures accountability, and keeps residents connected to their government. These priorities, woven throughout this plan, reflect our commitment to lead holistically, recognizing that the health of our city depends on the coordination and collaboration of all its parts.

Long-term budgeting and strategic funding will be essential to turning these goals into reality. The City Council and I are deeply committed to responsible fiscal planning while being considerate of the needs of residents, investing wisely today while preparing for the needs of tomorrow. This plan calls on us to think beyond the present moment, to balance ambition with sustainability, and to ensure that every department has the support it needs to serve our residents with excellence.

Together, we are charting a path for Riverbank that honors our roots while embracing our future. I invite you to read this plan, stay engaged, and join us in shaping the next chapter of our city's story.

With gratitude and optimism,

Rachel Hernandez
Mayor, City of Riverbank

Queridos residentes de Riverbank:

Es un honor para mí presentar el *Plan Estratégico de la Ciudad de Riverbank 2025–2030*, un marco construido mediante la colaboración entre el Concejo Municipal, nuestro dedicado personal y ustedes, nuestra comunidad. Este plan representa nuestra visión compartida para los próximos cinco años de Riverbank: una que equilibra el sentido de pertenencia y prosperidad que hacen que nuestra ciudad sea especial.

El liderazgo sólido comienza con una planificación cuidadosa y una administración responsable de nuestros recursos. Este Plan Estratégico reúne las metas y valores que guiarán nuestras decisiones, asegurando que cada inversión que realicemos, cada alianza que formemos y cada programa que lancemos contribuyan a un Riverbank más fuerte y más resiliente.

Nuestra misión es para ustedes: la misión de la Ciudad de Riverbank es ofrecer servicios profesionales de alta calidad y una comunidad segura y familiar donde nuestros diversos residentes puedan prosperar.

Nuestra visión es para ustedes: Riverbank es un líder regional en desarrollo sostenible, que ofrece una comunidad única, culturalmente diversa, segura y acogedora, con un centro urbano dinámico,



oportunidades recreativas para todas las edades y capacidades, y una economía sostenible en colaboración con socios locales y regionales.

La seguridad y la comunicación son fundamentales para esa visión. La seguridad abarca nuestros parques, nuestras carreteras, nuestra infraestructura, nuestras viviendas y el bienestar de cada departamento que sirve a nuestros residentes. Del mismo modo, una comunicación abierta y transparente fortalece la confianza, garantiza la rendición de cuentas y mantiene a los residentes conectados con su gobierno. Estas prioridades, presentes en todo este plan, reflejan nuestro compromiso de liderar de manera integral, reconociendo que la salud de nuestra ciudad depende de la coordinación y la colaboración de todas sus partes.

La planificación presupuestaria a largo plazo y el financiamiento estratégico serán esenciales para convertir estas metas en realidad. El Concejo Municipal y yo estamos profundamente comprometidos con una planificación fiscal responsable, considerando siempre las necesidades de los residentes, invirtiendo sabiamente hoy mientras nos preparamos para las necesidades del mañana. Este plan nos invita a pensar más allá del momento presente, a equilibrar la ambición con la sostenibilidad y a asegurar que cada departamento cuente con el apoyo necesario para servir a nuestros residentes con excelencia.



Juntos, estamos trazando un camino para Riverbank que honra nuestras raíces mientras abrazamos nuestro futuro. Les invito a leer este plan, mantenerse involucrados y unirse a nosotros para dar forma al próximo capítulo de la historia de nuestra ciudad.

Con gratitud y optimismo,

Rachel Hernandez
Alcaldesa, Ciudad de Riverbank



Executive Summary

The City of Riverbank's 2025 Strategic Plan sets forth a bold, community-driven roadmap for the City's continued growth and resilience. Guided by an inclusive planning process, this document represents the collective vision of the Riverbank City Council, staff, and residents—built on a foundation of shared values and collaborative leadership.

The planning effort was initiated in early 2025 with the objective of aligning the City's operational priorities with the aspirations of its leaders and constituents. The resulting Strategic Plan not only defines the City's Mission, Vision, and Core Values, but also outlines eight key Strategic Goals designed to ensure Riverbank remains a thriving, welcoming, and well-managed community.



Planning Process

To ensure the Strategic Plan was grounded in both data and community values, DKS implemented a structured, seven-task approach beginning in early 2025:



- **Leadership Engagement:** The project launched with a kickoff meeting between DKS, the City Manager, and the Mayor to confirm key objectives, scope, and schedule.
- **Background Review:** DKS conducted a comprehensive review of the city's existing plans, policies, and department materials. This included background research, a review of current strategic documents, and the development of staff surveys to gather input on internal priorities and perceptions.
- **Stakeholder Interviews:** Individual interviews were held with Council Members, the Mayor, and key staff to identify common themes, opportunities, and challenges, resulting in a detailed SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.

Planning Process



- **Strategic Planning Sessions:** Two key workshops formed the heart of the planning process:

On April 28, 2025, DKS facilitated a team-building session with the newly formed City Council. The session was designed to strengthen communication, build trust, and align the Council around shared values and priorities.

On May 19, 2025, a full-day strategic planning session was held with the Council and staff. This session focused on identifying long-term goals, refining the city's mission and vision, and developing actionable strategies and tactics across core areas such as housing, infrastructure, public safety, communication, and economic development.



Planning Process



- **Draft Plan Development:** Following the workshop, the team compiled the results into a structured draft plan organized by Mission, Vision, Core Values, and Eight Strategic Goals. Each goal was paired with specific strategies and tactics for implementation, including measurable benchmarks and proposed timelines.
- **Public Engagement & Feedback:** Public comment was invited at multiple stages, including both planning sessions. Concerns raised included environmental stewardship, affordability, and transparency in project development—reflected in the final goals and strategies. Community voices also helped shape updates to the City's Core Values.
- **Final Adoption:** The final Strategic Plan was approved by the Riverbank City Council following public review and presentation. Moving forward, City staff reports and projects will be explicitly tied back to the Strategic Plan to demonstrate progress and ensure alignment with community goals



Planning Process



This plan is a framework. Its successful implementation is contingent on securing adequate funding, growing sustainable revenues, and strategically deploying City resources. Every initiative outlined within this plan requires financial support, staff capacity, and community collaboration to succeed. While the Plan offers a clear direction and ambitious set of priorities, its success will depend heavily on the City's financial capacity to act. Many of the plan's strategies—including capital projects, staff expansion, affordable housing programs, and infrastructure upgrades—are dependent on new revenue sources, grant funding, or long-term fiscal planning. As such, the City Council and staff will continue to evaluate financial feasibility and prioritize initiatives accordingly.

This Plan is intended to be a living document, revisited regularly and updated as needed. It empowers Riverbank's leaders to make informed, strategic decisions while remaining flexible and responsive to evolving conditions. Above all, the Riverbank 2025 Strategic Plan reflects a commitment to serve residents with excellence, integrity, and a vision for a brighter future.

Mission



The City of Riverbank's Mission is to provide high quality professional services and a safe, family-oriented community for our diverse residents to thrive.

Vision



Riverbank is a regional leader in sustainable development offering a unique, culturally diverse, safe, and welcoming community with a thriving downtown, recreational opportunities for all ages and abilities, and sustainable economy – collaborating with local and regional partners.

Core Values



Integrity

Transparency

Collaboration

Diversity

Respect

Accessibility

Innovation

Responsiveness

Accountability

Goals

Enhance City Facilities/ Organization



Strategies

- Research available funding or issue an RFP for a new City Hall facility.
New offices for Development services, administrative department, and look at corporation yard to accommodate in-house engineering staff
- Evaluate underutilized properties for new city/recreational facilities.
- Obtain costs to improve CNG Maintenance Building office.
- Establish hiring and staffing policies, including Classification and Compensation Study.
- Explore potential impact of adopting a Charter vs. General Law city status.

Goals

Improve Public Communications



Strategies

- Create a Public Information Officer position to improve public communication.
- Hire a Deputy Clerk, to help with boards/ committees' oversight and accessibility to City Council.
- Develop a formal communications plan to include social media policies, translation services and public access to information.
- Hold townhalls and public engagement events.
- Increase social media presence and outreach.
- Develop process to address for public comments and concerns.

Goals

Support Public Safety



Strategies

- Increase code enforcement and deputy staffing through grant funding.
- Implement code enforcement for vacant buildings.
- Widen roads and improve intersections for safety.
- Pursue Grant Funding for more Cameras.
- Install lighting and traffic control measures at key locations.
- Parks & Recreation Annual Maintenance Plan
- SCFPD Collaboration on North County Corridors Closures
- Develop a volunteer park ambassador program.

Goals

Foster Attainable Housing



Strategies

- Use tax sharing increases for city-wide inclusionary housing programs.
- Work with builders for attainable housing options.
- Advance Phase 2 of transitional housing at Sierra House.
- Update Nexus fee study for infill development incentives.
- Issue Request for Proposal for a General Plan Update and sphere of influence expansion.
- Allocate General Funds to subsidize Affordable Housing.
- Make our City Grants more accessible to our Residents.

Goals

Support Downtown Revitalization & Economic Development



Strategies

- Revitalize downtown and encourage small business growth.
- Update ordinance for vacant buildings and incentivize reuse.
- Advance East Riverbank commercial development and industrial parks.
- Establish strategic partnerships and staffing for economic development.
- Launch revitalization loan program with partner banks.
- Tax Agreement based on Business Size
- Host additional City Festivals and Events.
- Provide a Child Care Facilities Incentive

Goals

Infrastructure



Strategies

- Conduct feasibility study for the Wastewater Treatment Plant and water reuse options.
- Modernize recreation facilities and improve Americans with Disabilities Access.
- Expand non-motorized transportation options.
- Plan for Wi-Fi and charging station infrastructure.
- Fundraise for sports complex expansion and accessibility upgrades.
- Environmental Justice Plan.
- Evaluate aging infrastructure to rehabilitate and/or retire from use.

Goals

Prioritize Community Education Partnerships



Strategies

- Partner with school districts and trade groups for job training.
- Develop a facility for education and training programs.
- Establish internships and a Youth Council program.
- Scout opportunities for military education and recruitment.
- Provide community education on health, safety, and resources.

Goals

Prioritize Financial Stability



Strategies

- Hire a consulting firm or employee to pursue grant opportunities.
- Evaluate all contracts and partnerships for cost-effectiveness.
- Establish a Budget Advisory Committee with citizen involvement.
- Maintain General Fund Reserve policy and adjust for inflation.
- Review and update the City fee schedule and credit card transaction policies.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 28, 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:	October 28, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for October 14, 2025.
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 September 23, 2025.

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 October 14, 2025.

Witten Public Comments:

- Exhibit A: Maricris Garaza
- Exhibit B: Katrina Markos
- Exhibit C: Beatriz Adriana Caravantes
- Exhibit D: Omar Marquez
- Exhibit E: Nicole Allen
- Exhibit F: Nick Menezes
- Exhibit G: America Navarro
- Exhibit H: Tawney Marie Victor
- Exhibit I: Ann Ditko

Exhibit J: Claudia Narez
Exhibit K: Nancy Hughes
Exhibit L: Angela Bailey
Exhibit M: Mirna Germanich
Exhibit N: Max Narez
Exhibit O: Daymon Mayfield
Exhibit P: Stephanie Mayfield
Exhibit Q: Andrew Timble

CITY COUNCIL / LRA BOARD

Mayor/Chair
Rachel Hernandez
Council/Authority Members:
District 1-Luis Uribe
Vice Mayor -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, OCTOBER 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** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
- 2. FLAG SALUTE** –Vice Mayor Fosi led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the Invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

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

Council Member / Authority Member District 1 Luis Uribe
Council Member/ Authority Member District 3 John Pimentel
Council Member / Authority Member District 4 Stacy Call
Vice Mayor / Vice Chair District 2 Cindy Fosi
Mayor / Chair Rachel Hernandez

5. AGENDA CHANGES

No 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.

Vice Mayor Fosi declared she had a conflict of interest with item 10.1.

7. PRESENTATIONS (Informational only)

Item 7.1 **Presentation – Code Enforcement Officer Appreciation Week-**It is recommended that City Council read the proclamation for Code Enforcement Officer Appreciation week.

Mayor Hernandez read the proclamation in recognition of Code Enforcement Officer Appreciation Week.

Item 7.2 **Presentation – Sister Cities International Day-** It is recommended that the City Council read and present the proclamation declaring October 14, 2025, as Sister Cities International Day to the Riverbank Sister Cities Committee.

Mayor Hernandez read and presented the proclamation in honor of Sister Cities International Day to the Riverbank Sister Cities Committee. Committee Director Cal Campbell provided an update to Council on the activities of the Committee.

Item 7.3 **Presentation – BEAM Circular-** It is recommended that the City Council receive a presentation from BEAM Circular regarding the programs and initiatives they have undertaken within Stanislaus County.

Krystal Acierto and Bri Gonzalez, representatives with BEAM Circular, gave a PowerPoint presentation on the programs and initiatives that BEAM is currently working on in an effort to advance the goals of Stanislaus 2030.

8. PUBLIC COMMENTS (No action can be taken)

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

Mayor Hernandez opened the Public Comment Period at 6:33 P.M.

Beatrice Perez, Riverbank resident, problem with water pressure in her kitchen faucet issues started a year ago and she is frustrated and seeking help from city to fix the problem.

Sammi Martinez, Riverbank resident, would like to congratulate Parks and Rec. department on a successful Cheese and Wine event and all city departments that support this event.. As a Love Riverbank leader, she would like to implement and be the catalyst for the community of Riverbank to maintain the small-town charm.

Bill Berryhill, Berryhill Family Vineyards, big shout out to everyone involved in the success of the Cheese and Wine it was a very successful and fantastic event.

Sherry Fenn, Riverbank resident to expresses her concern regarding sewer rate increases.

Kimberly Evans, Paparazzi Jewelry, extends an invitation to her ribbon cutting to be held at Timeless Real estate.

Jami Aggers, Stanislaus County resident, revisited law enforcement matter brought to Council by Councilmember Call, the City is well below its staffing of law enforcement officers.

Josh Flannagan, Riverbank resident, urges council to hit pause on the Riverbank Regional Recycled Water Project.

Diego Hernandez, Riverbank resident, expresses his opposition to sewer rate increases.

Ryan Nixon, Riverbank resident, expresses his opposition to sewer rate increases.

Tim Reed, Riverbank resident, spoke on the city's financial budget.

We received 2 written public comments from residents Maricris Garaza (EXHIBIT A) and Katrina Markos (EXHIBIT B).

Mayor Hernandez closed the Public Comment Period at 7:00 P.M.

9. CONSENT CALENDAR (No Obligation to Read Aloud)

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for September 23, 2025.

Item 9.3 **Resolution 2025-102** Authorizing an Application for Grant Funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD) to Purchase a 2025 Hisun Sector E1 Electric UTV.

Item 9.4 **Resolution 2025-103** Authorizing the City Manager to Execute a Contract (MOU) with the Stanislaus Council of Governments (StanCOG) for the Suballocation of Regional Early Action Planning (REAP 2.0) Funds.

Item 9.5 **Resolution 2025-104** to Approve a Subdivision Improvement Agreement for the River's Edge Subdivision with LGI Homes - California, LLC and Authorizing the City Manager to Execute the Agreement.

Item 9.6 **Resolution 2025-105** to Approve a Final Map for the River's Edge Subdivision – APNS: 062-020-037, -038, & 062-020-040.

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

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

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

Vice Mayor Fosi recused herself from the Dais at 7:01p.m. for Item 10.1.

10. PUBLIC HEARING

No Public Notice is required for item 10.1 to be published.

Item 10.1 **Appeal Hearing for a City Issued Code Violation of Fireworks Section 92.30 (B) – Use, Possession, Discharge of Illegal Fireworks-** It is recommended that the City Council consider the appeal request and any oral or written evidence presented by the Appellant and by the City to determine whether to uphold or dismiss the related Administrative Citation issued by the City for violation of the Riverbank Municipal Code.

Sgt. Hickman with Riverbank Police Services gave a brief background on the enforcement that was used this year for Illegal Fireworks

Prior to the commencement of testimony, the City Clerk administered the oath to both parties. Each individual was duly sworn in and affirmed that the statements they would provide would be the truth, the whole truth, and nothing but the truth.

City Council discussed item with staff.

Opened the Public Hearing at 7:19 P.M.

Closed the Public Hearing at 7:19 P.M.

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

ACTION: By motion moved and seconded (Uribe / Call 3/1) to uphold the citation.

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

AYES: Uribe, Pimentel, Call

NAYS: None / ABSENT: None / ABSTAINED: Mayor Hernandez

Vice Mayor Fosi rejoined the Council at the dais at 7:23 P.M.

11. NEW BUSINESS

Item 11.1 **Consideration of a Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit-**It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit and provide direction regarding the Union's request to apply the first Cost of Living Adjustment (COLA) retroactively to the pay period beginning September 19, 2025. While staff remains neutral on this request, it is important to note that had the MOU language updates not been completed, the MOU could have been presented at the September 23rd meeting; however, the provision allowing for a vacation cash-out in the first year of the contract would not have been included. Council may wish to weigh the Union's request for reciprocity on the COLA effective date against the benefit already extended to employees by allowing vacation cash-out in the current fiscal year.

Asst. City Manager Alcantor gave a comprehensive staff report and power point presentation on the consideration of the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.

City Council discussed item with staff.

Beatriz Ceravantes, Riverbank resident, to seek clarification on employee's safety boot allowance.

Mayor Hernandez brought the item back to City Council.

ACTION: By motion moved and seconded (Fosi / Uribe 5/0) to approve **Resolution 2025-106** approving the MOU retroactively to September 19th with No Vacation Cash Out for the first fiscal year.

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

AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

Item 11.2 **A Resolution to Approve a Contract Change Order for 90% Design for the Regional Recycled Water Project – Phase I to Brown and Caldwell, and Authorize a Budget Appropriation in the amount of \$3,686,000.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for preparation of the 60% design for the Riverbank Regional Recycled Water Project – Phase I to Brown and Caldwell, authorize the City Manager to execute a contract with said firm in the amount of \$3,510,436.00, authorize a contingency amount of \$175,564.00 (approximately 5%), and authorize a budget appropriation of \$3,686,000.00 from Sewer Fund 106 for said contract.

Director of Public Works Bridgewater gave a comprehensive report and PowerPoint Presentation on the Contract Change Order for 90% Design for the Regional Recycled Water Project-Phase I to Brown and Caldwell.

City Council discussed item with staff.

Diego Hernandez, Riverbank resident to express his opposition with Items 11.2, 11.3 and 11.4.

Carissa Commons, Riverbank resident to express her opposition with Items 11.2, 11.3 and 11.4.

Tim Reed, Riverbank resident to express his opposition with Items 11.2, 11.3 and 11.4.

Jami Aggers, Stanislaus County resident to express her opinion on Item 11.2.

Evelyn Halbert, Riverbank resident to express her opposition on Item 11.2, 11.3 and 11.4.

Beatriz Ceravantes, Riverbank resident to express her opposition on Item 11.2, 11.3 and 11.4.

Beatrice Perez, Riverbank resident to express her concern and opposition on Item 11.2, 11.3 and 11.4.

We received a total of 15 Written Public Comments Opposing the approval of Items 11.2, 11.3 and 11.4 from the following residents:

*Beatriz Adriana Caravantes- **EXHIBIT C***

*Omar Marquez- **EXHIBIT D***

*Nicole Allen- **EXHIBIT E***

*Nick Menezes- **EXHIBIT F***

*America Navarro- **EXHIBIT G***

*Tawney Marie Victor – **EXHIBIT H***

Ann Ditko- **EXHIBIT I**
Claudia Narez- **EXHIBIT J**
Nancy Hughes- **EXHIBIT K**
Angela Bailey- **EXHIBIT L**
Mirna Germanich- **EXHIBIT M**
Max Narez- **EXHIBIT N**
Daymon Mayfield- **EXHIBIT O**
Stephanie Mayfield- **EXHIBIT P**
Andrew Timble- **EXHIBIT Q**

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

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to postpone Item 11.2.*

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

Item 11.3 **A Resolution to Award a Contract for the 90% Design Phase Program Management and Project Permitting Support for the Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc., and Authorize a Budget Appropriation in the amount of \$260,337.00 from the Sewer Fund 106 for FY 2025/2026-** It is recommended that the City Council award the contract for ongoing program management for the 90% design phase and permitting support for the Riverbank Regional Recycled Water Project – Phase I to Kjeldsen, Sinnock & Neudeck, Inc. (KSN), authorize the City Manager to execute a contract with said firm in the amount of \$226,380.00, authorize a contingency amount of \$33,957.00 (approximately 15%), and authorize a budget appropriation of \$260,337.00 from the Wastewater Enterprise Fund (Fund 106) for FY 2025/2026.

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

ACTION: *By motion moved and seconded (Uribe / Pimentel 5/0) to postpone Item 11.3.*

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

Item 11.4 **A Resolution Approving Contracts with Aqua-Aerobic Systems, Inc., Andritz Separation Technologies, Inc., and Trojan UV for Pre-selection of Major Equipment for the Riverbank Regional Recycled Water Project-** City staff recommends consideration of Resolution No. 2025-XXX approving the pre-selection of Major Equipment Suppliers for the Riverbank Regional Recycled Water Project. Suppliers include Aqua-Aerobic Systems, Inc. supplying cloth media filters, Andritz Separation Technologies Inc. supplying solids handling equipment, and Trojan UV supplying the UV disinfection system. It is recommended to authorize the City Manager to execute contracts with each of these entities and authorize a budget appropriation in the amount of 5% of the material procurement costs for a total of \$129,240.00, from the Wastewater Enterprise Fund 106 for said contracts.

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

ACTION: *By motion moved and seconded (Fosi / Call 5/0) to postpone Item 11.4.*

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

AYES: Uribe, Pimentel, Call, Fosi and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

12. COUNCIL REFERRALS

Item 12.1 **Social Media-**It is recommended that the City Council receive a presentation from Councilmember District 2, Luis Uribe, regarding Social Media.

Councilmember Uribe gave a comprehensive presentation on the current Social Media Contract and would like to bring forward to City Council for amendments to the language in the contract.

City Council Discussed item.

Direction provided to staff.

13. 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 13.1 Staff

City Manager Garcia:

- *November 4th is a statewide special election to consider Proposition 50, registered voters should have started receiving their ballots from the county*

register of voters. We do have a drop box available inside of Costless Foods between the hours of 7:00am-10:00pm Sunday through Saturday and then the actual Riverbank Voting Center will be at the Community Center starting Saturday, November 1st and they will be open through November 4th. The weekend hours for that time period are 8:00am-5:00pm and the weekday hours are 7:00am-8:00pm. Actually, I think only November 4th is 7pm-8pm with November 3rd the Monday continuing at 8am-5pm sorry.

- October 24th and 25th. Parks and Recreation will be hosting the annual Haunted Hayride at Jacob Myers park. Join us for a trip around the trail at the park, some fun scares and family fun. Trucks begin down the trail at 7pm and will end at 10pm tickets are \$12.00 for adults and \$6.00 for children ages 4-12 and free for those that are three and under.
- November 1st Parks and Recreation will be hosting the 6th annual Dia de los Muertos celebration here in Downtown Riverbank. Come celebrate life and honor loved ones at this free family friendly event. The event will feature music, food and great traditions in the community.
- December 13th mark your calendars, Parks and Recreation will be hosting its annual Christmas Parade. The event will begin with its traditional Christmas market with local vendors selling handmade crafts at 3pm and the parade will begin at 5:30pm with this year's theme being California Christmas. Shortly after the parade we promise the city will fully light the Christmas tree in the plaza with pictures with Santa afterwards. I promise!

Item 13.2 Council/Authority Member

Vice Mayor Fosi:

- Last week we all went to Long Beach, CA for the California Cities Conference. I think we all learned a lot of different items. Couple things I learned a little bit about and hoping to implement the next year is building up our youth here in the city and improving the trust between us and the community. It was fun to interact with a lot of the other City officials and learn what they are doing in their cities.
- On October 21st from 2:00pm-4:00pm at the Riverbank Industrial Park I will be having another meet and greet. They will be offering tours if you would like to go on a tour. I have it on Facebook and on Instagram, but if you have a pen now you can call 863.7154 and reserve your spot.
- Also, on October 21st at 6:00pm we have our women's club meeting. It will be at Marina Campbell's house. If you would like to come and don't know where she lives, please give me a call I don't want to advertise her address. You're welcome Cal. So, if you want to come just get ahold of me and I will let you know where to go.

Councilmember Uribe:

- I also had the pleasure of going to Long Beach. On day two there, we had the pleasure we have been working on for about 2 years of starting a new group. It is

for Veteran's we've had a two-year process to qualify to become a Caucus. So, that is the goal of the new group. That way we are kind of advocating at the Legislative level. And then just kind of connecting with all members, elected officials throughout the entire state whether you are a Veteran or not or have some kind of connection or live near a base we are trying to network and form that group and hopefully have it as a voting item for the Delegates next year. So, that is kind of the goal there is to have that item be voted on to become a Caucus.

- Me and the Mayor recently met with American Veterans First, they are located at 3228 Santa Fe and a rep from Veterans in Action. They are going to be doing a Veterans Day celebration. They will be having a ribbon cutting with the Chamber and a meet and greet. So, I would like to invite the entire community, it will be I think the first Veterans event in the City of Riverbank, I could be mistaken. It will be on November 3rd 11am-1pm 3228 Santa Fe Street. It's going to be their grand opening and there will be food, social gathering, connect with local leaders, connect with Veterans. Riverbank has a population of 25,000 we have the highest concentration of Veterans per population, which was a cool fact that George from Veterans in Action shared with us. So, please come out I will be sharing that same information at the next Council meeting. Please join us.*

Councilmember Pimentel:

- Maureen and myself of Riverbank Sister Cities met with Winnie and Ray from Lucky House planning for the Chinese Lunar New Year we are excited about that so if you would like to be a part of it there is no membership fee for the Sister Cities, they need more help.*
- I too, was in Long Beach and what I learned was a lot about the other Mayors and the officials. They go through a lot of the same things we do and everyone had pretty interesting stories that night.*
- Sister Cities had a booth at the Cheese and Wine festival and I heard a lot of great things about this year's event. It was very organized and just a great turnout. People at my work were still talking about how Riverbank is making a comeback after the Cheese and Wine kind of, you know fading away and they could tell that the city put a lot of time and effort into it.*
- I want to encourage you to visit the Riverbank Historic Museum. Stop right here and just and just you know get a little education on Riverbank, sign the book and let them know that you were there.*

Councilmember Call:

- A couple weeks ago, I had the privilege, I would say, of participating in Fire Ops 101, and Travis back there was actually my handler. It really is just like it sounds. So, I had the opportunity to sit in a controlled fire and it was absolutely incredible. One of the best days of my life. And I don't know who decided to give me a saw, but I took the chainsaw and had the privilege of getting to cut a square in a roof. And I feel like I killed it, but it was by far one of the best days of my life. And it's a*

true testament to the work that you guys do every day. And it's incredible how in such a chaotic scenario, how calm, level-headed, everybody knows exactly what their job is going in. It probably took me 15 minutes to make sure every little piece of my skin and hair were covered and to think that these men and women get to a fire and they adjust within 30 seconds to a minute is truly amazing. So, I salute you and thank you for all of the work that you and your team do and all of our Fire Districts because it was once in a lifetime opportunity.

- *Thursday I am doing my open office hours at Pizza Plus from 6:00pm-8:00pm. I have invited Sierra House and Youth Council to come if you guys would like to stop by I will have a costume contest and I will also be providing pizza there's no RSVP necessary, so please come.*

Item 13.3 Mayor/Chair

Mayor Hernandez:

- *I attended, I learned what the word Investiture meant for the first time when I went to this event, but it was just a couple weeks ago to welcome the new President of Stan State. I felt compelled to mention it because not only am I deeply in debt to them, but it was a great experience attending to get my undergrad and graduate degree there in 2019.*
- *On Saturday, I joined Learning Quest which is a nonprofit that does literacy and educational services for both youth and adults to them over the edge fundraising event and that meant me repelling down the side of a five- story building, which doesn't seem like a lot, but it was terrifying to do. I will do anything for nonprofits.*
- *Cal Cities you mentioned it was a great event and it was even better that the whole Council and our staff went. I was sworn in as a Women's Caucus Vice President and similarly to the process that Councilmember Uribe is going through. I am working towards getting a young-elected caucus started with the organization. So, I don't want to assume anyone's age in here you are all invited to that and I will give you more information on it.*
- *I want to thank Parks and Rec for an amazing event. I want to thank Public Works for dealing with the unexpected downpour the other night and every department as well. It is not easy dealing with us or doing what you do so, thank you all.*
- *I haven't mentioned I have a hard time switching hats between what I do personally in my own personal capacity and as an official but I hosted the Taste of Riverbank event which was really successful. My initial year for this was meant to be small and to execute it well and I plan to host every year moving forward and hopefully the night before Cheese and Wine if I could take advantage of what's going on with Parks and Rec. I raised about \$22,000 every penny of that went directly to Soroptimist this year, which is a local nonprofit that helps women and girls here in Riverbank also to pay our vendors to participate in the event itself rather than charging them a fee to participate. I try to offset costs for them. There is about \$3,000 to \$5,000 going to the Riverbank Chamber to pay for*

every one of those vendors membership for a year. And paying for all the local vendors who helped from decoration to set up. So, I just want to appreciate everybody for all the support.

14. 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 14.1 CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee Association.

There being no public comment, Mayor Hernandez motion to closed Session at 8:37 P.M.

Reconvened from Closed Session at 9:03 P.M.

15. REPORT FROM CLOSED SESSION

**Item 15.1 Report from Item 14.1
CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee Association.

DIRECTION: *Direction was provided to staff.*

16. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 9:03 P.M. to the next regular scheduled City Council / LRA Meeting of October 28, 2025 at 6:00 P.M.

ATTEST: (Adopted 10/28//2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

From: [MC](#)
To: [City Clerk](#)
Subject: Public Comment to be Read – Prioritizing Public Safety and Preparedness for Riverbank’s Growth
Date: Monday, October 13, 2025 6:47:42 PM

Please read as **public comment to be read into the record** at the upcoming City Council meeting on 10/14. Thank you!

Dear Mayor Hernandez and Members of the City Council,

The **number-one priority for any city is public safety**. Riverbank continues to grow in both population and development, and with that growth comes the responsibility to keep our community safe and well-protected.

Currently, **swing-shift coverage is not consistently assigned**, especially when there are call-offs. When deputy staffing is thin, there’s **less patrol visibility and longer response times**. Even with those challenges, Riverbank deputies have recovered **about 70 percent of stolen assets this year**, showing great dedication despite limited resources. However, with **93 percent of retail theft suspects come from outside of Riverbank**, regional pressures still affect our local readiness.

Because **recruiting and training a new deputy takes two to three years, now is the right time** to plan ahead and add another patrol deputy—ensuring preparedness as our city continues to expand.

In the **2025 State of the City Address**, Mayor Hernandez reaffirmed the City’s commitment to creating a **safe, welcoming, and opportunity-filled community**. The **2025–2030 Strategic Plan** highlights *Accountability* as a core value—“taking responsibility for actions and decisions.” Investing in proactive public-safety staffing aligns directly with that value.

The **2015 Municipal Service Review** also references Policy Public 8.2 of the **General Plan**, setting a goal of **1.25 sworn officers per 1,000 residents**. Meeting that benchmark is vital to maintaining visibility and timely response.

This commitment is also supported by the **California Constitution, Article XIII, Section 35**, which states:

- (1) Public safety services are critically important to the security and well-being of the State’s citizens and to the growth and revitalization of the State’s economic base.
- (2) The protection of the public safety is the first responsibility of local government, and local officials have an obligation to give priority to the provision of adequate public-safety services.

Each City Council member takes an **oath to uphold both the U.S. Constitution and the California Constitution**. That oath reflects a solemn duty to protect the safety, security, and welfare of the residents you serve.

I respectfully urge the Council to **consider adding a patrol-deputy position** to strengthen coverage, support our deputies, and ensure Riverbank remains a safe and thriving community for all.

Thank you for your time and for your continued dedication to our city.

Sincerely,
Maricris Garaza
Riverbank Resident

~~~~~

**Maricris D. Garaza** (*Maricris V. Demayo*)

*"I can do all things through Christ who strengthens me."*  
– Philippians 4:13

*"To laugh often and much, to appreciate beauty, to find the best in others, to leave the world a bit better, to know that even one life has breathed easier because you have lived, this is to have succeeded."* – Ralph Waldo Emerson

*"What you do makes a difference, and you have to decide what kind of difference you want to make." – Jane Goodall*

**From:** [Katrina Markos](#)  
**To:** [City Clerk](#)  
**Subject:** Public comment for 10/14 meeting  
**Date:** Tuesday, October 14, 2025 1:42:45 PM

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Hello!

Hope you're well! Can you please read my public comment below at tomorrow city council meeting?

Thanks!

Subject: Request for Additional Police Officer Staffing Due to City Growth

Dear Honorable Members of the City Council,

I am writing to formally request that the City of Riverbank consider the immediate need for an additional police officer on duty, in light of the city's recent and projected growth. Over the past several years, Riverbank has experienced exponential population increases. Most recently, the approval of 815 new housing lots expected to further expand our community. With an average household size of approximately 3.8 residents, this development alone could add over 3,000 new residents—representing a growth of over 10%—on top of the population increases we have already experienced.

Despite this significant growth, there has been no corresponding increase in police staffing. It is my understanding that there is a city ordinance that outlines minimum police staffing requirements based on population size, and we are currently falling short of that standard. This shortfall raises serious concerns about our ability to ensure public safety and provide timely emergency responses.

When members of the Council were sworn into office, each pledged to protect the constituents and citizens of Riverbank. With the current population boom and no increase in law enforcement personnel, that commitment is now being tested. We respectfully ask the Council to act in the best interest of our residents—particularly our children and vulnerable community members—by prioritizing public safety and approving the hiring of at least one additional officer.

Thank you for your time and attention to this important matter. We trust that you will take the necessary steps to ensure the continued safety and well-being of all Riverbank residents.

Respectfully,  
 Katrina Markos  Resident,  
City of Riverbank

Respectfully,  
Katrina Markos  


Public Comment on Agenda Items 11.2, 11.3, and 11.4

Good evening, Mayor and Councilmembers,

I'm speaking today to express my opposition to agenda items 11.2, 11.3, and 11.4 related to the Regional Recycled Water Project and the large budget appropriations being proposed from the Sewer Fund.

I spoke out against this project before when the estimated cost was \$90 million. Even then, many residents asked their council members to think about the financial burden this would place on all of us. Those concerns were ignored, and some council members failed to truly represent what their districts wanted.

The project now stands at 136 million, with these three new agenda items, you're asking residents to shoulder even more costs and more rate hikes. We've already had water rate increases for the past three years, and more are already scheduled. How much more do you expect Riverbank families to take on? Continuing to push these projects forward without genuine community support or a clear, affordable plan is both irresponsible and unfair to the people you represent.

Please, have a conscience and think about the serious impact this will have on residents. These choices will fall on your shoulders for years to come, and the community will remember who stood up for them and who didn't.

While I support efforts to improve water sustainability, these agenda items represent over four million dollars in new spending from the Sewer Fund and there is no clear explanation of how these costs will affect future sewer rates, service fees, or local taxes, nor is there evidence of a comprehensive cost-benefit analysis showing that these projects are the most cost-effective options.

At a time when residents are already facing rising utility bills, inflation, and economic uncertainty, approving additional multi-million-dollar contracts without firm guarantees of long-term savings places an undue burden on households.

Once these contracts are approved, the city and its residents are locked into long-term obligations for additional design, equipment, and maintenance costs that could easily grow over time. We've seen similar projects elsewhere result in cost overruns and escalating fees that hit ratepayers hardest.

Additionally, approving design and equipment contracts before securing final project funding or construction bids risks cost overruns and budget creep, which are common in large infrastructure projects of this kind.

I urge the Council to:

1. Present to the public a comprehensive financial impact report.
2. Clearly outlined and cap Ratepayer implications.
3. Seriously consider and fully explore alternative, phased, or scaled-down approaches.

Responsible water planning must balance innovation with affordability. Please prioritize fiscal sustainability and transparency before committing millions more from the Sewer Fund.

Thank you.

Beatriz

**From:** [omar.marquez](#)  
**To:** [City Clerk](#)  
**Subject:** Opposition to Additional Sewer Rate Increases  
**Date:** Monday, October 13, 2025 7:26:01 PM

---

[REDACTED]

Dear City Council Members,

I am writing to express my strong disagreement with the proposed rate increases and the continued spending on the sewer project. As a resident of 3107 Topeka Street, Riverbank, CA 95367, I already pay a very high amount for sewer services — nearly \$300 every two months — which places an unreasonable financial burden on households like mine.

It is deeply concerning that the City is considering spending an additional \$4 million on what has already proven to be an unsuccessful or poorly managed project. Before any further funds are allocated, there should be full transparency, a comprehensive review of how previous funds were used, and a clear explanation of how this new expenditure will bring measurable results.

I strongly urge the City Council to reconsider these rate increases and to seek alternative solutions that do not further impact residents who are already paying too much. Fiscal responsibility and accountability to the community should be the top priority before approving any additional spending.

Thank you for your attention to this matter. I hope the Council will listen to the concerns of Riverbank residents and act in our best interest.

Omar Casas Marquez

[REDACTED]

**From:** [Nicole Allen](#)  
**To:** [City Clerk](#)  
**Subject:** Wastewater feedback  
**Date:** Monday, October 13, 2025 4:27:23 PM

---

  
As a resident of Riverbank, I appose the continuation of the Wastewater Treatment Plant project. Our city already has skyrocketing water and garbage rates compared to surrounding towns, and we cannot afford additional increases over the following years. Please take the people's needs into account when voting on this project. Thank you.

Nicole Menezes

[Yahoo Mail: Search, Organize, Conquer](#)

**From:** [Nick Menezes](#)  
**To:** [City Clerk](#)  
**Subject:** Water Project  
**Date:** Monday, October 13, 2025 4:30:21 PM

---

[REDACTED]

To whom it may concern,

As a resident of Riverbank, I appose the continuation of the Wastewater Treatment Plant project. Our city already has skyrocketing water and garbage rates compared to surrounding towns, and we cannot afford the current costs, let alone additional increases over the following years. Please take the people's needs into account when voting on this project.

Thank you.

## EXHIBIT G

**From:** [America Navarro](#)  
**To:** [City Clerk](#)  
**Subject:** Items 11.2-11-4  
**Date:** Tuesday, October 14, 2025 12:08:09 PM

---

Hello,

I am a homeowner in riverbank and I am asking our council to NOT approve items 11.2 - 11.4

Asking district rep 3 to vote no to represent my voice.

Thank you,

America Navarro

## EXHIBIT H

**From:** [Tawney Marie Victor](#)  
**To:** [City Clerk](#)  
**Subject:** Council meeting tonight  
**Date:** Tuesday, October 14, 2025 10:39:49 AM

---

[REDACTED]

Hello,

I don't agree with the sewer increase and it should be postponed for now at the least with the way the economy is going right now until it can't be investigated more why it's costing that much. People cannot afford health insurance, car insurance, PG&E, groceries etc that have gone up and definitely don't need another increase for something new builders should have to pay for. Stop building if going to cost the current residents a hardship or worse losing their homes.

Thanks.

## EXHIBIT I

**From:** [Ann Ditko](#)  
**To:** [City Clerk](#)  
**Subject:** Wastewater increase  
**Date:** Monday, October 13, 2025 8:31:57 PM

---

[REDACTED]

I am a resident of Riverbank and I am appalled by the proposed sewer rate increases. I have lived here for 19 years. It seems that the wastewater treatment plant has been a neverending revolving door of needing more money. As I see it, this city council needs to get this situation under control before allowing any more housing growth. The city needs to take care of the current infrastructure. These are not good practices.

We can not afford more increases without assessing different options.

I am asking our council to NOT approve 11.1-11.3 until other options are reviewed until potential rate increases are fully vetted. we need clear transparency on this project.

Regards,

Ann Ditko  
[REDACTED]

## EXHIBIT I

**From:** [Narez, Claudia](#)  
**To:** [City Clerk](#)  
**Subject:** NOT approve items 11.1 - 11.3  
**Date:** Tuesday, October 14, 2025 1:15:46 PM

---

Our residents can't afford more increases without assessing different options. I am a resident and I am asking our council to NOT approve items 11.1 - 11.3 until other options are reviewed and until potential rate increases are fully vetted

## EXHIBIT J

**From:** [nancy hughes](#)  
**To:** [City Clerk](#)  
**Subject:** Waste water treatment.  
**Date:** Tuesday, October 14, 2025 3:42:01 PM

---

[REDACTED]

Hi. I am a Riverbank resident and agree with many of the other residents that cannot afford more increases on our rates. Please do not approve items 11.1.-11.3 until other options are considered and the rate increases are fully vetted.

Thank you,  
Nancy Hughes

[REDACTED]

## EXHIBIT K

**From:** [Angela Bailey](#)  
**To:** [City Clerk](#)  
**Subject:** Waste Water Project  
**Date:** Tuesday, October 14, 2025 3:19:18 PM

---

[REDACTED]

Hello,

I am writing as a concerned resistant of Riverbank. I understand that the council will be voting to approve more money be spent on a Waste Water Project for Riverbank. I would like to urge the council to wait to pass this. If this passes it will mean a higher water bill for our residents. While I do feel it is important to invest in waste management and water quality for our community I do feel that it is a lot of money to a lot for this project and maybe some alternative solutions can be looked at to spend less and keep cost low for our community.

Thank you for your time and consideration on this issue.

Angela Bailey-Gabrie  
Sent from my iPhone

## EXHIBIT L

**From:** [Mirna Germanich](#)  
**To:** [City Clerk](#)  
**Subject:** 11.1-11.4 waste water treatment plant  
**Date:** Tuesday, October 14, 2025 3:27:28 PM

---

[REDACTED]

To the city counsel of Riverbank,

My husband , my family and I have lived in Riverbank for over 25 years.

Our residents can not afford more increases without assessing other different options.

I am a resident and I am asking you to NOT approve items 11.1 through 11.3 until other options are reviewed. Also, until other potential rate increases are fully vetted.

If you expect more people to be moving into Riverbank, then this is a way of keeping them out and finding other cities to move into.

Respected,  
Mr and Mrs. Germanich

## EXHIBIT M

**From:** [Max Narez](#)  
**To:** [City Clerk](#)  
**Subject:** Opposition to Agenda Items 11.1-11.3  
**Date:** Tuesday, October 14, 2025 4:12:42 PM

---

[REDACTED]

Dear Riverbank City Council,

As a Riverbank resident, I am writing to respectfully urge the Council to postpone approval of agenda items 11.1 through 11.3.

Our community is already facing significant financial pressures, and additional rate increases would place an undue burden on many households. Before moving forward with any rate adjustments, I believe it is essential that the Council thoroughly explore alternative solutions and conduct a comprehensive analysis of the financial impact on residents.

I am requesting that these items be tabled until:

- Alternative cost-saving measures have been fully evaluated
- The full scope of potential rate increases has been transparently assessed and shared with the community

Thank you for your consideration and for your service to our community.

Sincerely,

Maximiliano Narez

[REDACTED]

## EXHIBIT N

**From:** [Daymon Mayfield](#)  
**To:** [City Clerk](#)  
**Subject:** Items 11.1 - 11.3  
**Date:** Tuesday, October 14, 2025 4:51:13 PM

---

Dear City Council,

I am writing to express concern about the City's continued push for multi million dollar contracts related to the new water treatment plant, costs that will ultimately be burdened into the residents of this city

With sewer rates already on the rise and the city neglecting to pay for repairs go it's already existing Infrastructure. (Like the sewer mains). It seems both irresponsible and out of touch to approve additional large scale projects that lack clear necessity or public demand.

It is unacceptable to witness spending decisions like \$3.6 million here, \$260,000 there, while basic maintenance is deferred or neglected unless residents cover the costs. The City must reevaluate its priorities and take responsibility for its current obligations before committing to new expenditures.

Until a more balanced and transparent approach is taken, including exploring alternative funding options. no further spending of this nature should be approved.

Thank you for your time and attention to this matter.

Sincerely,

Daymon Mayfield

## EXHIBIT O

**From:** [Stephanie Mayfield](#)  
**To:** [City Clerk](#)  
**Subject:** Concerns Regarding Proposed Spending on New Water Treatment Plant  
**Date:** Tuesday, October 14, 2025 4:58:08 PM

---

Dear Members of the City Council,

I hope this message finds you well.

I'm writing to express my concern regarding the City's continued pursuit of multi-million dollar contracts for a new water treatment plant, which will be partially funded by residents. With sewer rates already on the rise and necessary repairs to existing infrastructure, such as aging sewer mains, being delayed or neglected, it's becoming increasingly difficult to justify additional large-scale expenditures.

While investment in infrastructure is important, many residents are concerned about the City's current approach to spending. It's hard to understand how new projects can move forward so readily, with \$3.6 million here and \$260,000 there, while basic maintenance of what we already own appears to take a back seat, unless residents are asked to cover those costs as well.

I respectfully urge the Council to reconsider the timing and necessity of these new expenditures. Before approving further spending, I believe it's essential to explore alternative options and ensure that existing infrastructure needs are being prioritized.

Thank you for your time and consideration.

Sincerely,

Stephanie Mayfield

## EXHIBIT P

**From:** [Andrew Timbie](#)  
**To:** [City Clerk](#)  
**Subject:** Item 11.2 - 11.4  
**Date:** Tuesday, October 14, 2025 5:23:15 PM

---

Hi Cindy,

I currently live in district 2, close to crossroads elementary. I just saw a post that there is a resolution up for a vote today in regards to the wastewater project continuing to increase its funding. I don't like what I am hearing and seeing with both my utility bills and the continuous pouring of taxpayer funds into a project that seems to be ballooning out of control with no tangible outcome. I would ask that you oppose this resolution and seek alternative solutions that have finite results so that i don't continue to get priced out of my home.

Thank you.

Andrew Timbie

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 9.3**

### **SECTION 9: CONSENT CALENDAR**

**Meeting Date:**      **October 28, 2025**

**Subject:**            **Authorization for Out of State Travel Request to have Construction Inspector Attend 2026 Slurry Systems Workshop in Las Vegas, NV**

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

**Submitted by:**    **Kathleen Cleek, Capital Projects/Regulatory Compliance Manager**

#### **RECOMMENDATION**

It is recommended that the City Council consider providing authorization for an out-of-state travel request for Oscar Padilla, Construction Inspector, to attend 2026 Slurry Systems Workshop in Las Vegas, NV from January 19, 2026 to January 23, 2026.

#### **SUMMARY**

The Slurry Systems Workshop is a study course offering a challenging and informative program on slurry seal, micro surfacing, chip seals and crack treatments with live operation demonstrations and workshop-type discussions. Highly qualified Pavement Preservation Specialists will cover topics on the previously listed processes, including materials and equipment, specifications, hand mixes, calibration, quality control and inspection. Attendees will also be able to view state of the art slurry, micro surfacing, chip seal and crack treatment equipment, independent of the paving demonstrations.

#### **BACKGROUND**

These workshops are not offered in California but are very beneficial as they offer not only demonstrations and discussions, but with a hands-on day where you actually work through each step of the slurry seal process from start to finish. Measure L has provided significant revenues over the past several years that has allowed the City to fund multiple Slurry Seal Projects which have improved the safety of our streets.

## **FINANCIAL IMPACT**

The approximate costs are \$1,100.00 which includes hotel accommodation, airfare, per diem, and conference registration. With the approved Fiscal Year 2025/2026 Budget there is sufficient funding in Development Services Administration's Staff Development Budget.

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 9.4**

### **SECTION 9: CONSENT CALENDAR**

**Meeting Date:**      **October 28, 2025**

**Subject:**            **Resolution Authorizing an Emergency Appropriation of Funds in the Amount of \$52,017.13 from Sewer Fund 106 for the Track Repair on the Case STX for WWTP Pond Maintenance**

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

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

#### **RECOMMENDATION**

It is recommended that the City Council approve a resolution authorizing the emergency appropriation of funds to repair the STX tracks for the maintenance of the WWTP Ponds.

#### **SUMMARY**

The City of Riverbank WWTP's STX is used regularly to prepare and maintain the wastewater disposal ponds so that they are able to percolate treated wastewater into the ground. The STX's tracks are in disrepair and need to be replaced immediately, before catastrophic failure occurs.

#### **BACKGROUND**

City Staff is required to maintain the WWTP and all of its processes in order to maintain compliance with the Regional Water Quality Control Board and our Waste Discharge Requirements. Maintaining the disposal ponds is a crucial part to compliance, as these ponds will silt over and reduce percolation, risking violation of the Freeboard of the pond. Staff needs to make emergency repairs to the critical equipment so that we can properly complete the tasks associated with WWTP maintenance.



### **FINANCIAL IMPACT**

Staff requested a Quote for Service from N&S Tractor, our local CASE dealer and repair facility:

N&S Tractor: \$52,017.13

### **ATTACHMENTS**

1. Resolution 2025-
2. Exhibit A – N&S Tractor Quote

**CITY OF RIVERBANK**

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,  
CALIFORNIA, AUTHORIZING AN EMERGENCY APPROPRIATION OF FUNDS IN  
THE AMOUNT OF \$52,017.13 FROM SEWER FUND 106 FOR THE TRACK REPAIR  
ON THE CASE STX FOR WWTP POND MAINTENANCE**

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

**WHEREAS**, the City of Riverbank WWTP’s STX is used regularly to prepare and maintain the wastewater disposal ponds so that they are able to percolate treated wastewater into the ground; and

**WHEREAS**, the STX’s tracks are in disrepair and need to be replaced immediately, before catastrophic failure occurs; and

**WHEREAS**, Staff requested a Quote for Service from N&S Tractor, our local CASE dealer and repair facility; and

**WHEREAS**, the quote for purchase and repair is \$52,017.13.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank hereby authorizes the emergency appropriation of funds in the amount of \$52,017.13 from Sewer Fund 106 for the Track Repair on the CASE STX for WWTP Pond Maintenance.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 28<sup>th</sup> day of October, 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**

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**Rachel Hernandez**  
**Mayor**



**N & S TRACTOR**  
P.O. Box 1670  
Turlock, CA 95381  
Phone (209) 634-1777  
Fax (209) 634-3593  
www.nstractor.com

**EXHIBIT A**

SOLD TO Delivery Method: Email  
TCOR02 CITY OF RIVERBANK  
6707 THIRD STREET  
RIVERBANK, CA 95367

SHIP TO

CASE STX4500 SN: HR .0 W:00  
Sold By: OE01 PO #: 32 TRACKS Date 10/16/25 QUOTE **TQ05295**  
Ship By: Tax #: 94-6000407 11:37:32 PRT: 1 Open

**QUOTE SUMMARY**

|                                   |                 |
|-----------------------------------|-----------------|
| <b>01 QUOTE FOR TRACK INSTALL</b> | <b>48110.00</b> |
| <b>** SALES TAX</b>               | <b>3907.13</b>  |
| <b>** TOTAL</b>                   | <b>52017.13</b> |

| Tax | D | Qty | Description | Price | Amount |
|-----|---|-----|-------------|-------|--------|
|-----|---|-----|-------------|-------|--------|

Group: 01

**01 QUOTE FOR TRACK INSTALL**

COMMENT

MERCED AND DOS PALOS HAVE TRACKS

CNH SHOP PARTS

|       |   |               |            |                                |                 |
|-------|---|---------------|------------|--------------------------------|-----------------|
| 08625 | 2 | CAS 47980810  | RUBBER TRA | 11000.00                       | 22000.00        |
| 08625 | 2 | CAS 47980810C | TRACK DISP | 275.00                         | 550.00          |
| 08625 | 2 | CAS 47980810C | TRACK DISP | 275.00                         | 550.00          |
| 08625 | 2 | 400 47980810  | 32" RUBBER | 11000.00                       | 22000.00        |
|       |   |               |            | <b>** TOTAL CNH SHOP PARTS</b> | <b>45100.00</b> |

SERVICE CALL

|        |   |              |  |        |        |
|--------|---|--------------|--|--------|--------|
| 00000N | 1 | SERVICE CALL |  | 150.00 | 150.00 |
|--------|---|--------------|--|--------|--------|

TR-SHOP LABOR

|                               |                |
|-------------------------------|----------------|
| <b>** TOTAL TR-SHOP LABOR</b> | <b>2660.00</b> |
|-------------------------------|----------------|

SHOP SUPPLIES

|        |  |               |  |  |        |
|--------|--|---------------|--|--|--------|
| 08625N |  | SHOP SUPPLIES |  |  | 200.00 |
|--------|--|---------------|--|--|--------|

|                           |                 |
|---------------------------|-----------------|
| <b>* SEGMENT SUBTOTAL</b> | <b>48110.00</b> |
|---------------------------|-----------------|

|                    |                 |
|--------------------|-----------------|
| <b>** SUBTOTAL</b> | <b>48110.00</b> |
|--------------------|-----------------|

|                     |                |
|---------------------|----------------|
| <b>** SALES TAX</b> | <b>3907.13</b> |
|---------------------|----------------|

X\_\_\_\_\_

Charge Sale

Phone: (209) 863-7119

PAY THIS  
AMOUNT



\$52017.13

# RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

## AGENDA ITEM NO. 9.5

### SECTION 9: CONSENT CALENDAR

|                      |                                                                                                                              |
|----------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | <b>October 28, 2025</b>                                                                                                      |
| <b>Subject:</b>      | <b>Resolution Approving the Renewal of a Professional Services Agreement with Visual Sound for the Enhanced Service Plan</b> |
| <b>From:</b>         | <b>Marisela H. Garcia, City Manager</b>                                                                                      |
| <b>Submitted by:</b> | <b>Norma Torres-Manriquez, Senior Management Analyst</b>                                                                     |

#### **RECOMMENDATION**

It is recommended that the City Council:

1. Consider Approving a Professional Services Agreement with Visual Sound for a two-year period in the amount of \$17,250 (plus tax) for the Enhanced Service Plan, and
2. Authorize the City Manager to negotiate and execute the Agreement and any future amendments to the Professional Services Agreement with Visual Sound for design, project management, and enhanced service plan support.

#### **SUMMARY**

The City of Riverbank originally entered into a Professional Services Agreement with Visual Sound in 2022 following a competitive Request for Proposals (RFP) process. Visual Sound was selected as the most qualified vendor to update and modernize the City's aging audio-visual broadcasting system. The total cost of the system upgrade and extended service agreement in 2022 was \$129,660.14.

During the review of the original agreement, staff identified that a renewal provision was not included for future service extensions. This action seeks to establish a two-year renewal agreement and to include a renewal clause allowing the City Manager to approve future renewals when it is determined to be in the City's best interest.

This renewal will ensure continued maintenance, technical support, and reliability of the City's broadcasting system, minimizing downtime and maintaining the quality of live-streamed and recorded public meetings.

## **STRATEGIC PLAN**

This action supports the City's Strategic Plan goal of promoting an open, transparent, and accessible government. Partnering with Visual Sound ensures the City can continue to provide high-quality public meeting broadcasts to reach as many residents as possible, including those who are unable to attend in person. Reliable broadcasting promotes civic engagement and keeps the community informed about City decisions and initiatives.

## **BACKGROUND**

In 2022, the City completed a major upgrade to its Council Chamber broadcasting system to improve sound quality, reliability, and accessibility of public meetings. Visual Sound's proposal provided the best balance of experience, quality, and ongoing technical support among the vendors reviewed.

Since implementation, the City has relied on Visual Sound for system configuration, troubleshooting, and on-site technical assistance during public meetings. Their Enhanced Service Plan ensures responsive support and reduces disruption during City Council and Planning Commission meetings. In addition, the Enhanced Service Plan includes the following services:

- Priority service status with support desk response via email or phone.
- Service Help Desk available Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST/PST).
- One (1) scheduled preventative maintenance visit annually.
- Unlimited on-site service visits annually during Visual Sound's normal business hours.
- 24-hour response time, Monday through Friday, for all on-site service requests received before 2:00 p.m. (Holidays and weekends excluded).
- Emergency response support, as available, for issues reported before 12:00 p.m.
- Product RMA (return merchandise authorization) assistance as needed.

The renewal contract will maintain that level of service, ensuring the City continues to meet public access expectations and broadcasting reliability standards.

## **FINANCIAL IMPACT**

This renewal represents a financial impact of \$17,250 (plus tax); funds will be allocated from the General Fund reserve to the Administration Department (101-408) Professional Services budget.

## **ATTACHMENTS**

1. Resolution 2025-
2. Proposed Professional Services Agreement – Visual Sound

**CITY OF RIVERBANK**

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK  
APPROVING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT  
WITH VISUAL SOUND FOR THE ENHANCED SERVICE PLAN**

---

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

**WHEREAS**, the City of Riverbank entered into a Professional Services Agreement with **Visual Sound** in 2022 following a competitive Request for Proposals (RFP) process to modernize the City’s audio-visual broadcasting system; and

**WHEREAS**, the City relies on Visual Sound to maintain and support its broadcasting system for City Council, Planning Commission, and other public meetings; and

**WHEREAS**, the original agreement did not include a renewal provision for ongoing service; and

**WHEREAS**, Visual Sound offers an Enhanced Service Plan that provides priority technical support, scheduled maintenance, and unlimited on-site service visits, which are critical to maintaining uninterrupted broadcasting and public access; and

**WHEREAS**, The City desires to renew the Enhanced Service Plan for a two-year term at a cost of \$17,250 (plus tax), with the option for the City Manager to approve future renewals as mutually agreed and in the best interest of the City.

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

1. Approve the Professional Services Agreement with Visual Sound for the Enhanced Service Plan for a term of two years.
2. Authorize the City Manager to execute the Agreement and any future amendments, modifications, or extensions to the Professional Services Agreement, as long as such amendments are consistent with the original purpose of the contract and in the best interest of the City.
3. Authorize the allocation of \$17,250 (plus tax) from the General Fund Reserves to the Administration Department (101-408) Professional Services budget.
4. Authorize the City Manager to take any additional actions necessary to implement this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 28<sup>th</sup> day of October, 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(s): *Visual Sound Professional Services Agreement***



The Source for Audio Visual Solutions!®

**PROPOSAL DATE: September 26 2025**

**Proposal Number 23575**

## **SERVICE CONTRACT 16544 RENEWAL**

### **CITY OF RIVERBANK**

**6707 3rd Street Suite A  
Riverbank, CA 95367**

### **VISUAL INSIGHT**

## **PRESENTED TO: NORMA TORRES-MANRIQUEZ**

**PREPARED BY:  
TERRAN HAYES  
ACCOUNT MANAGER  
(714) 699 3964  
thayes@visualsound.com**



**The Source for Audio Visual Solutions!®**

**VISUAL SOUND, INC  
C/O JEFFERSON  
GALLATRO SR  
5726 CORPORATE AVENUE  
CYPRESS, CA 90630  
PHONE: (209) 318 7435  
www.visualsound.com**

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## VISUAL INSIGHT | ENHANCED PLAN

Our Service professionals at Visual Sound understand how important technology is to your day-to-day operations. System uptime is the key to your company's success and profitability. Dealing with daily system functionality issues limit your team's productivity and takes valuable time away from their core focus.

At Visual Sound, we are committed to providing a stress-free service experience for our customers. Offering the right service and maintenance plans, along with skilled technicians to resolve issues correctly the first time, gives our customers the peace of mind to know their system will be fully functional for their mission critical business. Our dedicated service solutions staff offers 24/7 tech support and troubleshooting, allowing us to resolve a high percentage of issues without having to schedule a site visit. Protect your mission critical investment with a Visual Insight ENHANCED service contract.

Karen Bogosian, CEO of Visual Sound is committed to customer satisfaction by providing a seamless transition from project completion to service handoff. Bogosian states: ***"Visual Sound understands customer satisfaction is the key to building lifelong customer relationships. Our mission is to continually refine and evolve our customer satisfaction criteria to meet the ever-changing needs of our customers and create an exceptional customer service experience."***

## **VISUAL INSIGHT | CLIENT SUPPORT AND COVERGE SERVICES**

### Summary of Contract Services - ENHANCED PLAN

- ENHANCED priority service status with service support desk response, via email or phone call.
- Service Help Desk call support is available 8 AM - 5 PM EST/PST, Monday through Friday.
- Includes one (1) scheduled preventative maintenance visit annually.
- Unlimited on-site service visits annually, during Visual Sound normal business hours.
- 24-hour Monday through Friday response time to all on-site service visits. The on-site response time is within one business day after phone notification and diagnosis with Customer personnel before 2 PM EST/PST. (Holidays and weekends are not included in the 24-hour response time).
- Same day emergency dispatch is not provided as part of this Agreement. However, Visual Sound will make every attempt to respond to emergency outages if the problem is reported before 12 PM EST/PST and a technician is available.
- Product RMA assistance.

## **VISUAL INSIGHT | REQUESTING SERVICE SUPPORT**

- Service request may be made by phone (610) 690-1327 or (800) 862-6800. Or email us at ([service@visualsound.com](mailto:service@visualsound.com)).
- Client must engage in initial troubleshooting over the phone to see if issue can be resolved by phone first. If issue cannot be resolved over the phone, an on-site visit will be scheduled.
- Required on-site visits will be provided at the agreed upon response time after the initial request by client. Visual Sound will use its best efforts to respond as quickly as possible to all on-site visit requests.
- Client must give Visual Sound access to all service covered areas at the agreed upon service visit time for a minimum of four (4) hours for the technician to correct and troubleshoot on site. Failure to give complete access will result in a used on-site visit call and the next call must be rescheduled with a new 24-hour response time.

## **VISUAL INSIGHT | ON-SITE SERVICE CALLS**

- Service request may be made by phone (610) 690-1327 or (800) 862-6800. Or email us at ([service@visualsound.com](mailto:service@visualsound.com)).
- Client must engage in initial troubleshooting over the phone to see if issue can be resolved by phone first. If issue cannot be resolved over the phone, an on-site visit will be scheduled.
- Required on-site visits will be provided at the agreed upon response time after the initial request by client. Visual Sound will use its best efforts to respond as quickly as possible to all on-site visit requests.
- Client must give Visual Sound access to all service covered areas at the agreed upon service visit time for a minimum of four (4) hours for the technician to correct and troubleshoot on site. Failure to give complete access will result in a used on-site visit call and the next call must be rescheduled with a new 24-hour response time.

## **VISUAL INSIGHT | ANNUAL PREVENTATIVE MAINTENANCE VISITS**

- This Agreement includes one (1) Preventative Maintenance visit annually.
- All Preventative Maintenance visits must be scheduled with the Visual Sound Service Center at least 14 days in advance.
- All Preventative Maintenance visits will be performed 8 AM - 5 PM EST/PST, Monday through Friday unless otherwise negotiated at time of contract execution.
- Customer must provide scaffolding, lifts and ladders, as required, to perform Preventative Maintenance.

## **VISUAL INSIGHT | TERMS, CONDITIONS AND EXCLUSIONS**

1. Any actual, consequential, or incidental damages incurred or suffered by the Client, directly or indirectly, or for economic loss, including, but not limited to inconvenience, lack of access to facilities because of government or business lockdowns, common carrier delay or material damage, loss of profits, loss of ticket sales, loss of business revenue, loss of time, loss of equipment use, or any other economic loss.
2. Any Owner Furnished Equipment (OFE) not installed by Visual Sound unless specifically noted in this agreement.
3. Consumables (i.e., laptops, iPads, tablets, remote controls, lamps, batteries & filters).
4. Control system or other software programming changes to control functions not available or agreed upon at the commencement of the agreement.
5. Failures due to or caused by fire, as a result of utility Services, poor unconditioned or fluctuating electrical power, brownouts, plumbing issues, air-conditioning or humidity control, computer / software viruses, acts of war or terrorism, work / union strikes, freight embargoes or environmental causes such as hurricane, tsunamis, tidal surge, earthquake, tornado, floods, lightning, or other extreme weather conditions.
6. Inability of the covered systems and components, due to the manufacturing design of a product, or products, or the integration of the system, to perform in a manner other than for what it was designed.
7. Failures or faults caused by structural, mechanical, electrical plumbing systems or devices not installed by Visual Sound and not specifically covered under this agreement.
8. Failure or perceived failures if no mechanical or electrical failure was found or was due to the Client's inability to properly operate and maintain the covered systems and components.
9. Any existing condition prior to the start date of this agreement that would have been noticed during a discovery pre-inspection of the existing covered systems, software, and its components.
10. Failure caused by abuse, misuse, or negligence of the installed systems, and/or components.
11. Physical re-installation of covered systems and components from its original installed configuration altered by customer or third party.
12. Back-up and restoration of data or systems / product software.
13. ISDN and/or IP networking problems related to video conferencing systems. Visual Sound is not responsible for trouble shooting local, long distance ISDN carrier problems, or IP networking problems. If an incident occurs that requires Visual Sound involvement in diagnosing ISDN/IP network problems, Visual Sound will provide this service on a time and material basis as per the Visual Sound Rate Card.
14. Work performed outside of Visual Sound normal business hours except as agreed to herein will be handled on a per call basis and will be subject to charges at the current published rates.
15. Equipment deemed "End of Service Life", or "UN-REPAIRABLE" by either Visual Sound or the original equipment manufacturer.
16. Replacement parts that are not available or have been discontinued.
17. Product Repairs / Replacement outside of manufacturer's warranty.
18. Inbound or outbound freight.

19. Service provided under this Agreement does not ensure uninterrupted operation of the equipment, software, or systems. In providing services and materials hereunder, Visual Sound shall not be liable for the loss of use, loss of data or consequential damages of any kind, and no obligation or liability shall arise from Visual Sound rendering technical or other advice in conjunction with services rendered.

20. Visual Sound reserves the right to charge additional support fees at the current published rates for services performed in connection with reported incidents that are later determined to be due to non-covered or excluded under this agreement.

21. This agreement will be voided if any equipment in the covered rooms is substituted or added without written approval prior to the additions under this agreement.

## VISUAL INSIGHT | FINANCIAL SUMMARY

The firm-fixed method of compensation for Visual Sound 's products and services shall be used and any applicable additional costs or services shall not be exceeded without prior written authorization from the customer. Visual Sound provides the solution outlined herein for the amount shown below. Please note the prices do not include tax, which will be added at the time of invoice.

I acknowledge and confirm that I have read, and approve the proposal as described. As above, I understand should additional work be required above and beyond the contracted amount that could not have been known or determined at the time this proposal was executed, a written change order describing the additional work and any related expenses will be required.

## VISUAL INSIGHT | CONTRACT AMOUNT

| Description                  | Cost               |
|------------------------------|--------------------|
| 2-Year Enhanced Service Plan | \$17,250.00        |
| <b>Total</b>                 | <b>\$17,250.00</b> |

**Contract Term: 10/01/2025-09/30/2027**

|                                                                                                     |                                             |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------|
| Customer Name Representative                                                                        | Terran Hayes<br>Visual Sound Representative |
| Signature                                                                                           | <i>Terran Hayes</i><br>Signature            |
| Title                                                                                               | Account Manager<br>Title                    |
| 10/01/2025                      09/30/2027                                                          | 09/26/2025                                  |
| Acceptance Date                                                                                     | Date                                        |
| Agreement commences on the date above or on the following day of current agreement expiration date. |                                             |

Site Location: City of Riverbank  
6707 3rd Street Suite A  
Riverbank, CA 95367

## Covered Parts List

| Manufacturer      | Qty  | Vend Part No. | Description                                                                                          |
|-------------------|------|---------------|------------------------------------------------------------------------------------------------------|
| Belden            | 1000 | 7B-6200UE000  | 6200UE 009Z1000 16/2 Security and Commercial Audio Cable, Plenum-CMP, 1000' (304.8m) ReelTuff Box, W |
| Lightware         | 1    | 91310043      | MMX8x8-HDMI-4K-A HDMI Matrix Switcher with Event Manager Lightware                                   |
| Xantech           | 10   | VO-28DES      | 28DES Designer Emitter Shield Xantech                                                                |
| Xantech           | 10   | VO-283D       | 283D Designer Blink Emitter Xantech                                                                  |
| Sennheiser        | 1    | SEEW500G493W  | EW 500 G4-935-AW+ Wireless Handheld Microphone System with MMD 935 Capsule (AW+: 470 to 558 MHz) Sen |
| Sennheiser        | 1    | SEEW500G493W  | EW 500 G4-935-AW+ Wireless Handheld Microphone System with MMD 935 Capsule (AW+: 470 to 558 MHz) Sen |
| Sennheiser        | 1    | SEEW500G493W  | EW 500 G4-935-AW+ Wireless Handheld Microphone System with MMD 935 Capsule (AW+: 470 to 558 MHz) Sen |
| Blackmagic Design | 1    | BLSVD         | HDL-SMTVDUO2 SmartView Duo Rackmountable Dual 8" LCD Monitors BLACKMAGIC DESIGN                      |
| Middle Atlantic   | 2    | U2V-4         | U2V-4 2SP VENTED SHELF 4PK Middle Atlantic Products                                                  |
| Middle Atlantic   | 2    | PD-815SC-PBSH | PD-815SC-PBSH SHLF MT 8OUT 15A PWR STRP MID ATL                                                      |
| Middle Atlantic   | 10   | LBP-LTF       | LBP-LTF "L" SHAPED LACING BAR WITH 6" OFFSET, 10 PC. PACK MID ATL                                    |
| Middle Atlantic   | 1    | PTRK-RR27     | PTRK-RR27 REAR RACK RAIL KIT FOR PTRK-27 Middle Atlantic                                             |
| Middle Atlantic   | 1    | PTRK-2726     | PTRK-2726 27 SPACE (47 1/4") 26" DEEP PORTABLE ROLLING RACK WITH LOCKING FRONT & REAR DOORS MID ATL  |
| Middle Atlantic   | 1    | LBP-1A        | LBP-1A LACE BARS, L-SHAPED - BLACK (10pc) MID ATL                                                    |
| Middle Atlantic   | 9    | LBP-1A        | LBP-1A LACE BARS, L-SHAPED - BLACK (10pc) MID ATL                                                    |

|             |      |                  |                                                                                                      |
|-------------|------|------------------|------------------------------------------------------------------------------------------------------|
| Security-01 | 5    | B07DJ3B1Y4       | 8741866783 5-Pack 4K Ultra High-Speed HDMI Cable, 0.25m HDMI Jumper, OD 5.0mm Security-01            |
| Sceptre     | 1    | B0773ZY26F       | E248W-19203R 24" Ultra Thin 75Hz 1080p LED Monitor 2x HDMI VGA Build-in Speakers, Metallic Black Sce |
| Sceptre     | 1    | B0773ZY26F       | E248W-19203R 24" Ultra Thin 75Hz 1080p LED Monitor 2x HDMI VGA Build-in Speakers, Metallic Black Sce |
| Sceptre     | 1    | B0773ZY26F       | E248W-19203R 24" Ultra Thin 75Hz 1080p LED Monitor 2x HDMI VGA Build-in Speakers, Metallic Black Sce |
| Micronet    | 1    | GFP12000EU3      | GFP12000EU3 Phantom Drives GFORCE 12TB 7200RPM External Hard Drive (Black) Micronet                  |
| Belden      | 1000 | BL-9451P-Z1000WE | 9451P 009Z1000 Multi-Conductor Single-Pair Plenum Cable, 1000' (304.8m), White BELDEN                |
| Extron      | 2    | RSU 129          | RSU 129 1U 9.5" Deep Universal Rack Shelf Kit Extron                                                 |
| Crestron    | 1    | 6511017          | HD-MD-4K-200 KIT 4K 2x1 Scaling Auto-Switcher and DM Lite Extender overCATx Cable Crestron           |
| Crestron    | 1    | 6511017          | HD-MD-4K-200 KIT 4K 2x1 Scaling Auto-Switcher and DM Lite Extender overCATx Cable Crestron           |
| Crestron    | 1    | 6511024          | HD-MD-4K-400 KIT 4K 4x1 Scaling Auto-Switcher and DM Lite Extender overCATx Cable Crestron           |
| Crestron    | 1    | 6511276          | DM-CONN-ULTRA-PLUG-20 Connectors for DigitalMedia Ultra Cables, 20 Pack Crestron                     |
| Crestron    | 1    | 6509697          | HD-DA4-4KZ-E 1:4 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support Crestron                     |
| Crestron    | 1    | 6509697          | HD-DA4-4KZ-E 1:4 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support Crestron                     |
| Crestron    | 1    | 6509871          | HD-TX-101-C-E DM Lite HDMI over CATx Transmitter, Surface Mount Crestron                             |

|                   |    |                  |                                                                                                        |
|-------------------|----|------------------|--------------------------------------------------------------------------------------------------------|
| Crestron          | 1  | 6509887          | HD-RX-101-C-E DM Lite HDMI over CATx Receiver, Surface Mount Crestron                                  |
| Biamp             | 1  | 911.0087.900     | TesiraCONNECT TC-5D 5-port expansion device with AVB to Dante Bridging Biamp                           |
| Biamp             | 1  | 911.0450.900     | TesiraFORT AVB VT TesiraFORT DSP fixed I/O server BIAMP Systems                                        |
| Biamp             | 1  | 911.0450.900     | TesiraFORT AVB VT TesiraFORT DSP fixed I/O server BIAMP Systems                                        |
| Biamp             | 1  | 911.0396.900     | TesiraFORT AVB AI Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB   |
| Minrray           | 1  | MIN-UV510A10HDIR | MIN-UV510A10HDIR 10X Zoom PTZ Camera Minrray                                                           |
| Minrray           | 1  | MIN-UV510A10HDIR | MIN-UV510A10HDIR 10X Zoom PTZ Camera Minrray                                                           |
| Minrray           | 1  | MIN-UV510A10HDIR | MIN-UV510A10HDIR 10X Zoom PTZ Camera Minrray                                                           |
| Belden            | 50 | 25523996         | 1506ABHD1 HD Series 6 GHz BNC 1-Piece Connector for Plenum RG-59 Cable BELDEN                          |
| Belden            | 1  | 1505ABHD1-50P    | 1505ABHD1-50 6 GHz RG59 HD BNC Compression Connector (50-Pack) Belden                                  |
| Blackmagic Design | 1  | BLCVCMICH503     | CONVCMIC/HS03G Micro Converter HDMI to SDI 3G Blackmagic Design                                        |
| Blackmagic Design | 1  | BLCVCMICH503     | CONVCMIC/HS03G Micro Converter HDMI to SDI 3G Blackmagic Design                                        |
| AJA Video         | 1  | AJV2ANALOG       | V2ANALOG HD/SD-SDI to Analog Mini-Converter AJA Video                                                  |
| Blackmagic Design | 2  | BLHDSHD          | HYPERD/PTSHD HyperDeck Shuttle HD Blackmagic Design                                                    |
| Denon             | 1  | DEDN300RMKII     | DN-300R MKII Solid-State SD/USB Audio Recorder Denon                                                   |
| Blackmagic Design | 1  | BLBCSDIHDM3P     | CONVBDC/SDI/HDMI03G/PS Micro Converter BiDirectional SDI/HDMI 3G (with Power Supply) Blackmagic Design |
| Blackmagic Design | 1  | BLBCSDIHDM3P     | CONVBDC/SDI/HDMI03G/PS Micro Converter BiDirectional SDI/HDMI 3G (with Power Supply) Blackmagic Design |

|                   |      |              |                                                                                                      |
|-------------------|------|--------------|------------------------------------------------------------------------------------------------------|
| Blackmagic Design | 1    | BLSWATEMSDIE | SWATEMMXEPCEXTISO ATEM SDI Extreme ISO Switcher Blackmagic Design                                    |
| Blackmagic Design | 1    | BLHDSHDM     | HYPERD/ST/DAHM HyperDeck Studio HD Mini Blackmagic Design                                            |
| PTZ Optics        | 1    | PTSUPERJOYG1 | PT-SUPERJOY-G1 SuperJoy NDI HX/IP & Serial PTZ Camera Joystick Controller PTZ Optics                 |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| Blackmagic Design | 1    | BLCMCSH3WPSU | CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G (with Power Supply) Blackmagic Design             |
| AtlasIED          | 1    | DPA-DAC4     | DPA-DAC4 Dante Accessory Card for DPA Series Amplifiers AtlasIED                                     |
| AtlasIED          | 1    | DPA404       | DPA404 400-Watt Networkable 4-Channel Power Amplifier with Optional Dante Network Audio AtlasIED     |
| Shure             | 1    | MX418D/C     | MX418D/C DESKTOP GOOSENECK CARDIOID MICROPHONE Shure                                                 |
| Shure             | 1    | MX418D/C     | MX418D/C DESKTOP GOOSENECK CARDIOID MICROPHONE Shure                                                 |
| Shure             | 1    | MX418D/C     | MX418D/C DESKTOP GOOSENECK CARDIOID MICROPHONE Shure                                                 |
| Belden            | 1000 | 99847329     | 9402 060U500 Multi-Conductor - Audio, Control and Instrumentation Cable 2 FS PR 20 AWG PVC PVC Chrom |
| LibertyAV         | 2    | SX-1115-RT   | SX-1115-RT SURGE ELIMINATOR 1RU 15A 9PORT Liberty AV Solutions                                       |

|                   |    |                   |                                                                                                      |
|-------------------|----|-------------------|------------------------------------------------------------------------------------------------------|
| QSC               | 4  | AC-C6T            | AC-C6T 6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includ |
| QSC               | 2  | AC-C6T            | AC-C6T 6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includ |
| Extron            | 1  | MediaPort 200     | MediaPort 200 HDMI and Audio to USB Scaling Bridge Extron                                            |
| Comprehensiv<br>e | 10 | MHD18G-3PROGRY    | MHD18G-3PROGRY MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Graphite Gr |
| Comprehensiv<br>e | 12 | NFHD18G-18INPROBL | NFHD18G-18INPROBLK Pro AV/IT Integrator Series NanoFlex HDMI 18G Cable 18 inches Comprehensive       |

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO. 11.1**

### **SECTION 11: NEW BUSINESS**

**Meeting Date:**      **October 28, 2025**

**Subject:**            **Amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for Social Media and Communication Services**

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

#### **RECOMMENDATION**

It is recommended that the City Council provide direction and/or feedback to staff regarding moving forward with a proposed amendment to the Consultant Services Agreement between the City of Riverbank and Jane Media Services for Social Media and Communication Services.

#### **SUMMARY**

At the October 14, 2025 meeting Councilmember Uribe presented a Council Referral item regarding the Social Media Contract with Jane Media Services. A majority of the Council provided feedback to formally place this item on a future agenda for discussion and feedback.

#### **STRATEGIC PLAN**

This item is related to the City Council goal to “Improve Public Communications.”

#### **BACKGROUND**

On October 22, 2024 the City Council approved a contract with Jane Media Services to provide Social Media and Communication Services to the City. Jane Media Services is the lead consultant in preparing and posting social media content and press releases on our behalf. The funding source used to initially fund the agreement was American Rescue Plan Act (ARPA) funds that the City received in July 2021 and July 2022 from the federal government. These funds were geared towards allowing cities to recover from the COVID-19 pandemic. Funds could be used to offset revenue losses in the General Fund, which in turn allowed cities to use funds for a variety of projects.

Through the adoption of the ARPA Spending Plan, and subsequent reallocation of funds from projects that were either completed under budget or that would not be able to move forward, the City allocated \$60,000 towards social media/communications in an effort to enhance the City's social media presence and provide information to residents in a timely and cost effective manner. All cities were required to encumber the funds towards projects no later than December 2024, with all funds required to be expended by December 2026. As a result, the City did an informal request for quotes for social media services and received a quote from Jane Media Services for a monthly cost of \$4,500 per month. The scope of work was in alignment with the City's needs, and with Jane Media Services experience working with another city in San Joaquin County, therefore the City Council proceeded with awarding a contract to Jane Media Services effective October 23, 2024. The contract term was for one (1) year, with two (2) one (1) year options to extend, unless terminated earlier.

On October 14, 2025 Councilmember Uribe presented a Council Referral item to discuss a discrepancy in the Recitals, specifically Recital A, of the Agreement which is reflected as follows:

### ***RECITALS***

*A. City has issued a request for proposals ("RFP") for consultant services / determined that consultant services are required for the Social Media and Communication Services (the "Project").*

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

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

Councilmember Uribe requested that Council consider placing an item on the agenda to amend Recital A to remove language referring to the RFP as the City did not issue a full Request for Proposals.

### **RECOMMENDED LANGUAGE**

If directed by Council, the recommended amendment to Recital A would be proposed as follows:

*A. City has ~~issued a request for proposals ("RFP") for consultant services /~~ determined that consultant services are required for the Social Media and Communication Services (the "Project").*

Should Council like to move forward with the amendment, this amendment can be done administratively as it is a clerical amendment and would not require subsequent Council approval.

## **FINANCIAL IMPACT**

There is no financial impact associated with this report.

## **ATTACHMENTS**

1. Consultant Services Agreement with Jane Media Services

## **CONSULTANT SERVICES AGREEMENT**

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

### **RECITALS**

**A.** City has issued a request for proposals ("RFP") for consultant services / determined that consultant services are required for the Social Media and Communication Services (the "Project").

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

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

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

### **AGREEMENT**

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

**2. Compensation.** City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. City shall be billed in advance on a retainer basis for each upcoming month. City shall pay such invoice by the first of each month. First month to be prorated based on Effective Date of the contract. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**3. Reimbursement.** City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed \$60,000.00.

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

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

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect for a term of One (1) Year, with two (2) one-year options to extend, or until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

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

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

**8. Performance by Key Employee.** Consultant has represented to City that Sara Jane, Founder/CEO will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Notices.** Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to

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

If to City: City of Riverbank  
6707 Third Street  
Riverbank, CA 95367  
Attn: City Clerk

With courtesy copies to: City of Riverbank  
6707 Third Street  
Riverbank, CA 95367  
Attn: City Manager

And to: White Brenner LLP  
1608 T Street  
Sacramento, California 95811  
Attention: Douglas L. White, Esq.

If to Consultant: Jane Media Services  
5349 Cottage Cove Dr.  
Riverbank, CA 95367  
Attention: Sara Jane Malough

## **19. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

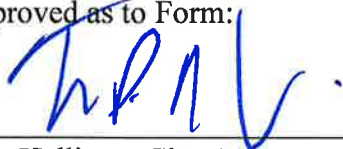
**CITY:**

CITY OF RIVERBANK, a California  
municipal corporation

By:   
Marisela H. Garcia, City Manager

Date: 10/23/2024

Approved as to Form:

  
Tom Hallinan, City Attorney

**CONSULTANT:**

Jane Media Services, a Sole Proprietor

By: 

Name: Sara Jane Malough, Owner

Date: 10/24/24

## **EXHIBIT A**

### **Scope of Services**

#### **Proposed Scope of Work Overview:**

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

## **EXHIBIT B**

### **Rate Schedule**

#### *Estimated Cost of Retainer Engagement:*

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

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

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

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

#### *Discounted Additional Hourly Rates Outside Scope of Work:*

Meeting with principal: \$90 Hourly

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

Drone Footage: \$100 Hourly

Graphic Design Work: \$90

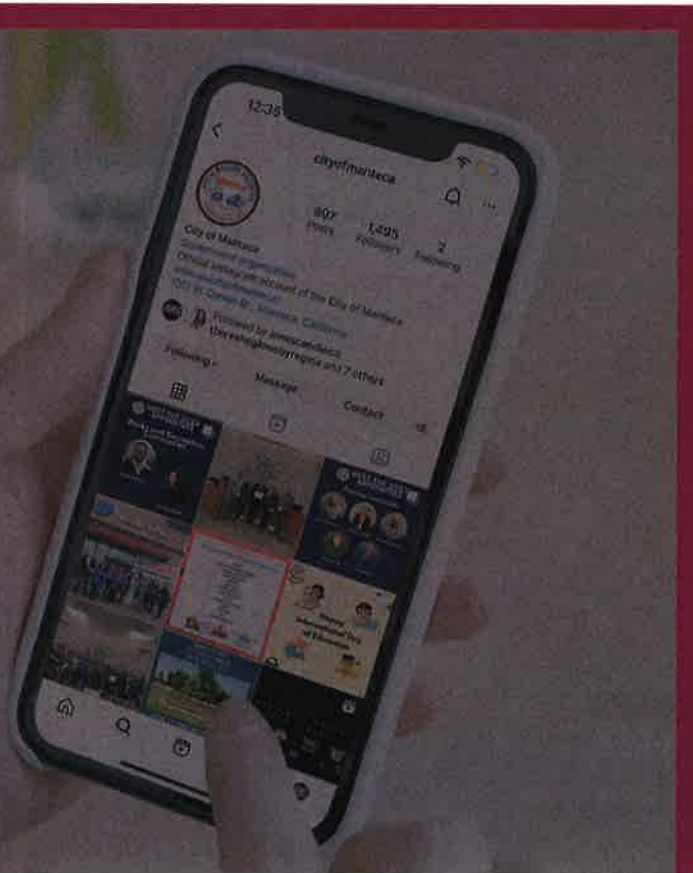
Hourly Web Design: \$100 hourly



# Let's Be SOCIAL

JANE MEDIA SERVICES

## MARKETING *proposal*



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| ESTIMATED COST OF RETAINER ENGAGEMENT | 5 |

# LETTER OF PROPOSAL

Dear Marisela H Garcia,

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

## Company Overview:

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

## Our Differentiators:

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

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

# APPROACH TO SCOPE OF WORK

## Services Offered:

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

### 1. Strategy, Marketing, and Communications:

- Strategic development, research, surveys, and messaging
- Social media management and optimization (SEO)
- Web hosting, support, and email campaigns
- Media relations (media, stakeholders, public, government)
- Support and training for events, presentations, and virtual gatherings
- Google AdWords, LinkedIn, and Facebook advertising

### 2. Creative Services:

- Full-service graphic design for digital, print, and outdoor media
- Brand and logo development
- Content generation, copywriting, and editorial services
- Photography, illustration, and information graphics
- Video and animation production
- Web design and implementation

## Approach to Scope of Engagement:

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

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

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

# ESTIMATED COST OF RETAINER ENGAGEMENT

## Proposed Scope of Work Overview:

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

# ESTIMATED COST OF RETAINER ENGAGEMENT

## Deliverables Overview

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

### Estimated Cost of Retainer Engagement:

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

# ESTIMATED COST OF RETAINER ENGAGEMENT

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

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

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

Discounted Additional Hourly Rates Outside Scope of Work:

Meeting with principal: \$90 Hourly

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

Drone Footage: \$100 Hourly

Graphic Design Work: \$90 Hourly

Web Design: \$100 hourly

# **RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY**

## **AGENDA ITEM NO.11.2**

### **SECTION 11: NEW BUSINESS**

**Meeting Date:**      **October 28, 2025**

**Subject:**              **Direction on the Wastewater Treatment Plant Expansion  
Feasibility Study Request for Proposals**

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

#### **RECOMMENDATION**

It is recommended that the City Council provide direction to staff regarding the proposal received for the Wastewater Treatment Plant Expansion Feasibility Study to either:

1. Accept the proposal from Black Water Consulting Engineers and authorize the City Manager to negotiate an agreement with said firm, or
2. Reject the proposal from Black Water Consulting Engineers and direct staff to reissue the Request for Proposals.

#### **SUMMARY**

On August 18, 2025 staff issued a Request for Proposals from qualified firms for a Wastewater Treatment Plant Expansion Feasibility Study. Proposal responses were due October 3, 2025 and one proposal was received. Staff is requesting Council feedback on either moving forward with the current proposal or reissuing the Request for Proposals (RFP).

#### **STRATEGIC PLAN**

This item is directly related to the City Council Strategic Plan Objective to “Conduct feasibility study for the Wastewater Treatment Plant and water reuse options” established to achieve the goal of “Infrastructure.”

#### **BACKGROUND**

On May 19, 2025 the City Council held a planning session to discuss the development of a Strategic Plan to prioritize the goals of the Council and to develop strategies to better align the city’s financial and human resources for achievement of the short- and long-term goals. During this planning session, City Council established a goal related to

Infrastructure. One of the objectives in achieving this goal was to “conduct feasibility study for the Wastewater Treatment Plant and water reuse options.”

The City has been working on a Regional Recycled Water Project (RRWP) that would allow for expanded capacity at the treatment plant while allowing the City to generate recycled water that could be sold to local farmers who were relying on well water in an effort to decrease the impact of pumping on the subbasin and expand groundwater recharge. In December 2022, the City Council certified the Environmental Impact Report and adopted five-years rates that allowed the City to apply for financing from various sources, including the State Revolving Fund Loan Program. The City is currently working with the State Water Resources Control Board to finalize the loan agreement that would provide a portion of the funding necessary for this project. The City has completed the 60% design of the RRWP which reflects a current cost estimate of approximately \$136 million.

Due to the rising costs of the initial project City Council has determined, via the adoption of the Strategic Plan, that a feasibility study to explore alternatives for the expansion of the Wastewater Treatment Plant would be in the best interest of the City and its residents. Therefore, on August 18, 2025 staff issued a Requests for Proposals to qualified firms with the intent of meeting the following objectives:

- Evaluate the current performance and capacity of the existing facility.
- Forecast future wastewater treatment needs based on projected population and industrial/commercial growth.
- Identify and assess all technically feasible options for expansion.
- Evaluate environmental, regulatory, and permitting considerations.
- Analyze capital and life-cycle costs of each alternative.
- Recommend a preferred expansion approach with justification.

Proposals were due on October 3, 2025 and one proposal was received from Black Water Consulting Engineers.

Tonight, staff is requesting direction from the City Council on the following options:

1. Accept the proposal from Black Water Consulting Engineers and authorize the City Manager to negotiate an agreement with said firm, or
2. Reject the proposal from Black Water Consulting Engineers and direct staff to reissue the Request for Proposals.

Should Option 1 to proceed with the award of a contract be selected, staff will return for approval of the contract at the November 25, 2025 City Council meeting.

Should Council proceed with Option 2 to reissue the RFP, staff will develop a new timeline for submittal of proposals and reissue within the next two weeks.

## **FINANCIAL IMPACT**

Should the City Council move forward with accepting the proposal from Black Water Consulting Engineers, an allocation of \$201,600 from the Sewer (Wastewater Enterprise) Fund 106 will be requested at the time of contract approval.

## **ATTACHMENTS**

1. Black Water Consulting Engineers Response
2. Request for Proposals



**CITY OF RIVERBANK**  
*REQUEST FOR PROPOSALS*

# Wastewater Treatment Plant Expansion Feasibility Study

OCTOBER 3, 2025

**SUBMITTED BY:**

Black Water Consulting Engineers  
602 Lyell Drive, Modesto, CA 95356  
209.322.1820 | [www.blackwater-eng.com](http://www.blackwater-eng.com)

# BLACK WATER

October 3, 2025

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

Re: Proposal for Wastewater Treatment Plant Expansion Feasibility Study

Dear Ms. Garcia:

Black Water Consulting Engineers, Inc. (Black Water), a California corporation, is pleased to submit this proposal to provide professional engineering services for the City of Riverbank's (City) Wastewater Treatment Plant Expansion Feasibility Study.

Our firm specializes in municipal wastewater planning, design, and regulatory compliance, with extensive experience supporting public agencies throughout California. We have successfully completed feasibility studies, planning projects, and compliance-driven treatment upgrades that address both near-term operational needs and long-term infrastructure planning. For this project, our project team is led by Momcilo (Momo) Savovic, P.E., who brings over 35 years of experience in wastewater planning and plant expansions, and is supported by senior technical specialists and our trusted subconsultant partners, HERWIT Engineering and BaseCamp Environmental.

We recognize that this study is a critical step in defining the City's future wastewater strategy, and we are committed to delivering a feasibility study that is technically rigorous, regulatory-compliant, and financially responsible. Our structured approach emphasizes accuracy, transparency, and collaboration with City staff, ensuring that the final report provides not only a comprehensive evaluation of alternatives but also a clear and actionable roadmap for implementation.

Should you have any questions or require additional information, please contact me directly at (209) 322-1817 or [jeff@blackwater-eng.com](mailto:jeff@blackwater-eng.com).

Thank you for the opportunity to submit this proposal. We look forward to working with the City of Riverbank on this important project.

Sincerely,



Jeff Black, P.E.  
President

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# COMPANY QUALIFICATIONS

Black Water Consulting Engineers, Inc. (Black Water) is a California-based civil and environmental engineering firm focused (almost) exclusively on municipal water and wastewater infrastructure planning, design, and regulatory compliance. Our mission is to provide practical, sustainable, and cost-effective solutions that help communities meet regulatory obligations while preparing for long-term growth. We are recognized for our hands-on collaborative approach, technical depth, and clear communication with clients, councils, agencies, and the public.

Our firm is staffed with experts in the fields of planning and design of water supply, treatment, and distribution systems; wastewater collection, conveyance, and treatment works; storm water analysis and drainage facilities and construction management. We continually participate in the evaluation, design, and review of water and wastewater infrastructure projects and technologies in order to maintain a sound knowledge base of current design standards and construction methods. We have a solid track record in identifying and securing project financing, regulatory compliance, permitting, and reporting requirements for the water and wastewater industries.

## OUR FIRM'S CAPABILITIES & SERVICES



### WATER

- Water Treatment Design
- Pumping & Booster Station Design
- Pipeline Design
- Well Design
- Urban Water Management Plans
- Water Master Planning
- Demand Analysis
- Hydraulic Modeling of Distribution Systems
- Regulatory Compliance
- Water Rate Studies
- Technical Report Preparation
- System Permitting
- Storage Tank Design
- Financing Evaluations
- Construction Management



### WASTEWATER

- Wastewater Treatment & Process Design
- Wastewater Recycling & Reuse
- Financing Alternatives
- Collection System Evaluation & Design
- Sewer Master Planning & Asset Management
- Sanitary Sewer Management Plans
- Regulatory Compliance & Permitting
- Compliance Reporting
- Pump Station & Force Main Design
- Corrosion & Odor Control
- Pipeline Rehabilitation
- Inverted Siphon Design
- Collection System Modeling
- Sewer & Storm System Rate Studies
- Trenchless Construction
- Construction Management

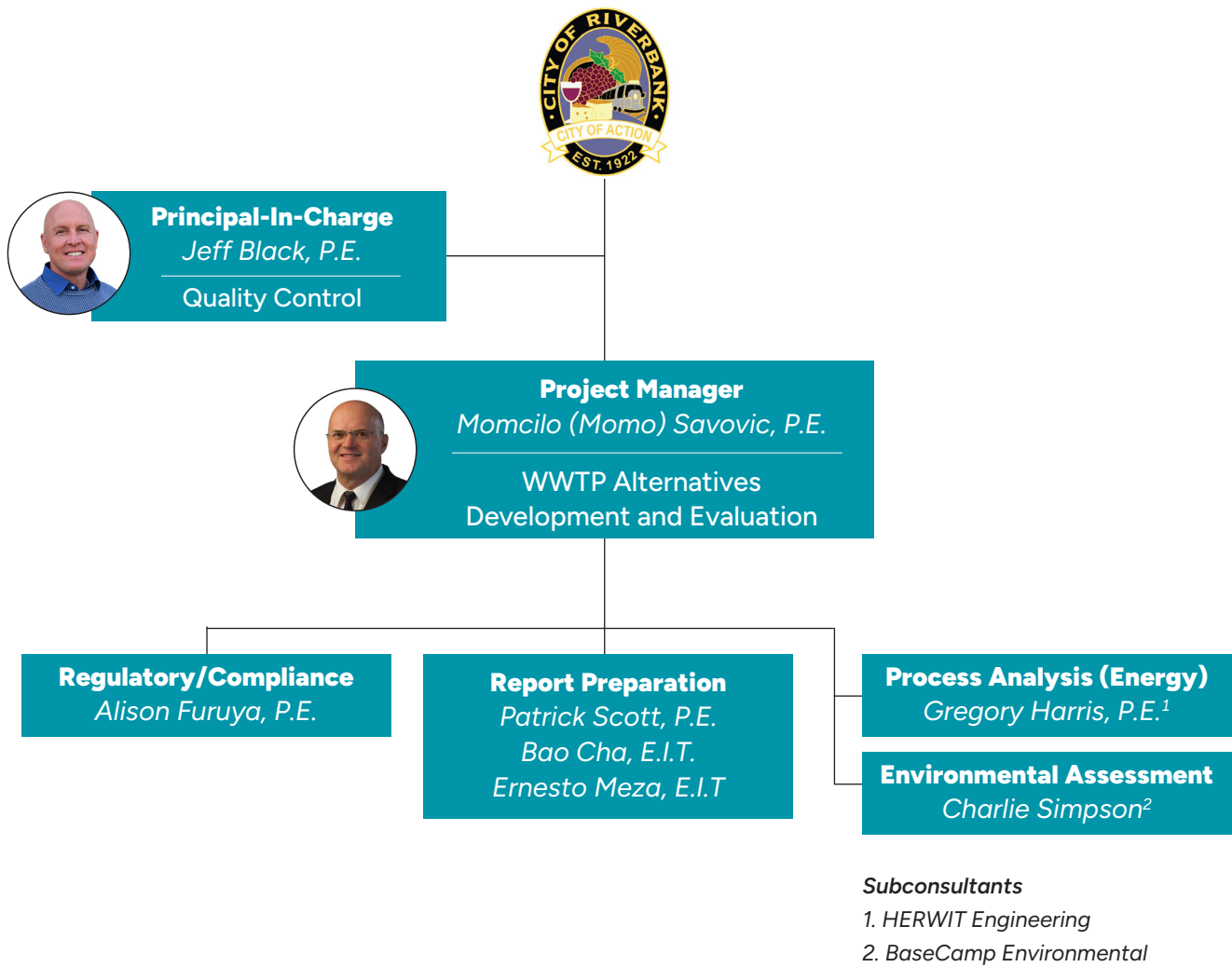


### STORMWATER

- Storm Drainage Analysis & Master Planning
- Pump Station Design
- Hydrologic Modeling
- Capital Project Planning
- Condition Assessment
- Detention & Retention Facilities
- Open Channel & Culvert Design
- NPDES Compliance
- Rate Studies
- Low Impact Development (LID)

PROJECT TEAM AND STAFF EXPERIENCE

The strength of our project team lies in its expertise, extensive experience, and collaborative approach, led by Momo Savovic, P.E., who brings over 35 years of managing public infrastructure and wastewater projects. With a proven track record supporting municipalities across California, we offer the technical insight and regulatory understanding needed to address the City of Riverbank’s (City) long-term treatment and compliance challenges. To broaden our technical coverage, we have partnered with HERWIT Engineering for wastewater process evaluation and alternatives analysis and BaseCamp Environmental for environmental assessment. Together, our integrated team ensures the City receives a feasibility study that is technically rigorous, environmentally responsible, and fully supported by committed key staff, as shown in the organizational chart below, with resumes provided on the following pages.



## Staff Highlights

**Jeff Black, P.E.** | 30+ years in municipal wastewater planning, design, and implementation. Provides executive oversight, client communication, and strategic guidance. Known for aligning technical solutions with community priorities and regulatory expectations.

**Momo Savovic, P.E.** | 35+ years experience managing wastewater feasibility studies and plant expansions. Expertise in flow/load forecasting, process modeling, and alternatives evaluation. Serves as primary point of contact for the City, ensuring technical excellence and schedule adherence.

**Gregory Harris, P.E.** | 35 years in wastewater process and mechanical systems, including aeration, biosolids handling, cogeneration, and tertiary filtration. Project experience includes Scotts Valley WRF aeration upgrades, Selma-Kingsburg-Fowler clarifier improvements, and Discovery Bay WWTP effluent filtration. Leads process design evaluations and life-cycle cost comparisons.

**Alison Furuya, P.E.** | Specialist in compliance review, permitting strategy, and regulatory coordination. Experienced in RWQCB permitting, CV-SALTS compliance, and Title 22 Engineering Reports. Ensures feasibility study recommendations meet current and future regulatory requirements.

## Subconsultants

### HERWIT Engineering

HERWIT Engineering (HERWIT) has more than 20 years of experience in the planning, design, and construction management of wastewater treatment facilities of all sizes and types, with project values ranging from \$100,000 to more than \$20 million. Their work has been recognized with multiple CWEA (State) and WEF (National) Engineering Achievement Awards. HERWIT's expertise includes process optimization, clarifier and aeration system improvements, biosolids and biogas utilization planning, and grant writing to support energy efficiency and renewable energy integration.

Representative projects include the City of Manteca's South Plant Aeration Basin Optimization Project (\$4M), WQCF Digester Improvements (\$20M), and Compressed Biogas Fueling Facility – Phase II (\$9M), as well as the Salida Sanitary District's Headworks and Active Solar Dryer Facility Improvements (\$2M). For the Riverbank WWTP Expansion Feasibility Study, HERWIT will support Black Water in process review, alternatives development, and evaluation of energy-efficient and cost-effective treatment strategies.

### BaseCamp Environmental

BaseCamp Environmental is a Central Valley-based consulting firm specializing in environmental planning, permitting, and impact assessment under CEQA and NEPA. With decades of collective experience, BaseCamp has guided public agencies and private clients through hundreds of environmental documents and permitting processes across Northern California. Their team is known for high-quality technical products, clear client communication, and the ability to navigate complex environmental challenges with practical, defensible solutions.

The staff has completed Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), and numerous other CEQA/NEPA documents for projects ranging from water and flood protection facilities to major transportation, residential, commercial, industrial, mining, energy, and recreation developments. For this feasibility study, BaseCamp will provide environmental and regulatory support, including CEQA pathway analysis, permitting strategy, and resource agency coordination, ensuring that all recommended alternatives are evaluated with full consideration of environmental and community constraints.



## education

*M.E., Environmental Engineering,  
University of Alberta (Canada)*

## years with Black Water

*Started in 2025*

## years with others

*35*

## registrations

**Professional Engineer:**  
*California #32229  
Washington #38468*

*Board Certified Environmental  
Engineer, American Academy  
of Environmental Engineers &  
Scientists*

*Certified Construction Manager,  
Construction Management  
Association of America*

*RAM-W Certification, Haestad  
Methods*

## affiliations

*Construction Management  
Association of America (CMAA)*

*California Water Environment  
Association (CWEA)*

*American Society of Civil  
Engineers (ASCE)*

*American Water Works  
Association (AWWA)*

*American Public Works  
Association (APWA)*

*American Council of Engineering  
Companies (ACEC)*

Momcilo (Momo) Savovic is a water resources professional with over 35 years of experience in consulting engineering, project management, and program leadership. He has led multi-disciplinary teams in the planning, design, construction management, and operations of large-scale water, wastewater, and recycled water projects. His treatment plant expertise spans conventional activated sludge, biological nutrient removal, trickling filters, aerobic and anaerobic sludge stabilization, and advanced processes such as biological phosphorus and nitrogen removal, filtration, and disinfection. Mr. Savovic's work also includes Title 22 permitting and regulatory compliance, with a consistent focus on client service, technical innovation, and team development to deliver successful outcomes.

## Project Experience

**Meadowood Wastewater Treatment Plant, Pardee Homes - San Diego, CA.** Project Manager. Supervised the preparation of the preliminary design and permitting upgrades to the existing Rainbow WWTP to provide service for a 1,200 single-family home development in north San Diego County. Work included a wastewater treatment alternative evaluation, capacity assessment, process selection, site development, inlet piping assessment, and preliminary hydraulic analysis. The plant capacity of the first phase is estimated to be 0.667 mgd, and the final phase at 1.3 mgd. Permitting agencies included the Regional Water Quality Board and Air Pollution Control District.

### **Regional Water and Wastewater Master Plan - Yuma County, AZ.**

Project Engineer. Completed an evaluation of existing water and wastewater treatment for the municipalities of Somerton and San Luis, Arizona. The review included wastewater alternative cost estimates and preliminary process design.

### **Bajagua Wastewater Project, IBWC and the Bajagua Project LLC -**

**Tijuana, Mexico.** Process/Mechanical Engineer. Performed a preliminary process/mechanical alternative evaluation of the 50 mgd and 75 mgd Bajagua wastewater treatment lagoons, including alternative site selection, equipment selection, and lagoon plant layout. Additionally, he performed a preliminary hydraulic analysis of the raw sewage/primary sewage conveyance system, force main sizing, and pump station conceptual design. Completed a membrane bioreactor (MBR) study for the Bajagua project, evaluating the feasibility of MBR technology.

### **Dworshak Hatchery Wastewater Treatment Plant, U.S. Fish and**

**Wildlife Service - ID.** Process Engineer. Participated in the design of modifications to a 25 mgd hatchery wastewater treatment plant. Modifications included replacing sand filters with a moving bed filter and replacing settler equipment/refurbishment. Work included pipe gallery piping modifications, sludge pump station refurbishment, and new pump type selection. The new system will provide intermittent operation and high nitrate removal.



## education

*M.S., Civil Engineering, University of Utah*

*B.S., Civil/Environmental Engineering, Utah State University*

## years with Black Water

13

## years with others

21

## registrations

*Professional Engineer:  
California #66645  
Texas #136672*

## affiliations

*Water Environment Federation (WEF)*

*California Water Environment Association (CWEA)*

*American Society of Civil Engineers (ASCE)*

Jeff Black has over 30 years of experience in public water and wastewater systems. Mr. Black's thorough understanding of the construction and operation of hydraulic systems is a valuable benefit to his clients and the operators of these facilities. Throughout his career, he has actively participated in planning, design, permitting, and construction oversight of various public and private water, wastewater, and water resources projects, pipe lines, pump stations, and treatment works. He is proficient in all aspects of project management, design, water and wastewater engineering, and system modeling.

## Project Experience

**Wastewater Treatment Facilities Improvements - CWSRF, Jamestown Sanitary District - Jamestown, CA.** Principal-in-Charge. Providing final design and construction management services for the modifications to the existing WWTP site and improvements at the JSD Quartz site.

**Wastewater Treatment Plant Upgrade Project - CWSRF, Murphys Sanitary District - Murphys, CA.** Principal-in-Charge responsible for the preparation of preliminary and final design improvements to the wastewater treatment plant to improve process efficiency, capacity and effluent quality. Preliminary design included a review of the existing facility and analysis of the existing aerated pond treatment capacity. Improvements include new influent pumps, 1 mile of sewer force main replacement, new headworks screening, sub-surface aeration system, sludge removal, and increasing storage capacity.

**Wastewater Treatment Planning Evaluation - CWSRF, Jamestown Sanitary District - Jamestown, CA.** Principal-in-Charge. The JSD provides wastewater collection and secondary treatment at the existing wastewater treatment plant for a population of 3,400. As District Engineer, Black Water's typical duties include wastewater facilities planning and design, rate studies, plan check, development of standards, compliance reporting with the Regional Water Quality Control Board, grant writing and other funding applications. This project consisted of the evaluation of the existing WWTP and determining future improvements. Black Water organized and prepared the CWSRF planning application for the JSD.

**Wastewater Treatment Facilities Planning - CWSRF, Tuolumne City Sanitary District - Tuolumne, CA.** Principal-in-Charge. Black Water was tasked with evaluating the existing wastewater treatment facilities

to determine optimum strategies to improve efficiency of operations and treatment methods. Black Water reviewed existing and potential regulatory requirements for the WWTP, conducted a site evaluation of current operations and facilities, and an analysis of existing and projected flows.

**Oakdale Pre-Treatment Program Plan, City of Oakdale - CA.** Principal-in-Charge. Developed a pre-treatment program plan to comply with Waste Discharge Requirements for the City of Oakdale's wastewater treatment facility. The plan included development of a Waste Discharge Permit application for Significant Industrial Users and development of local industrial discharge limits.



## education

*M.S., Civil and Environmental Engineering, University of California, Berkeley*  
*B.S., Environmental Engineering Science, Massachusetts Institute of Technology*

## years with Black Water

12

## years with others

17

## registrations

*Professional Engineer:  
California #58943*

## trainings

*National Association of Sewer Service Companies Pipeline Assessment Certification Program/Lateral Assessment Certification Program, and Manhole Assessment Certification Program*

## affiliations

*California Water Environment Association (CWEA)*

Alison Furuya has 29 years of experience, specializing in water and wastewater projects. Ms. Furuya has been involved in projects from the planning stage through to construction, and operation and maintenance. Her range of projects and experience is a benefit to clients by providing perspective in how to plan and design better projects. Ms. Furuya has served as the project engineer or project manager for studies, master plans, and designs of pump stations, pipelines, and treatment plant improvements.

## Project Experience

**Wastewater Treatment Plant Upgrade, City of Escalon - CA.** Project Manager. Validating a preliminary design for a combined domestic and industrial wastewater treatment process to construct improvements and upgrade the existing plant to produce recycled water.

**Wastewater Treatment Facilities Improvements - CWSRF, Jamestown Sanitary District - Jamestown, CA.** Project Manager. Managing and providing final design and construction management services for the modifications to the existing wastewater treatment plant site and improvements at the JSD Quartz site. Responsibilities include managing all aspects of the project; reviewing information, reports, and CAD drawings; designing the improvements and modifications at the WWTP and JSD Quartz sites; and coordination with the SWRCB, Tuolumne County, Regional Board, and subconsultants.

**Thornton Wastewater Improvements Project - CWSRF, Housing Authority of the County of San Joaquin - Thornton, CA.** Project Manager for the preparation of a wastewater planning project engineering report, environmental documents for the recommended alternative, sewer rate study, and CWSRF construction application for the Thornton wastewater treatment and disposal facilities owned by the HACSJ. Black Water was also retained to complete the planning and design for the Thornton Wastewater Improvements Project. The project will involve closure of the existing Thornton WWTF and construction of a pump station and 2.3-mile force main. Responsibilities included coordination and consultations with the SWRCB, County of San Joaquin, Sacramento Area Sewer District, and Sacramento Regional County Sanitation District.

**Wastewater Treatment Plant Upgrade Project - CWSRF, Murphys Sanitary District - Murphys, CA.** QA/QC for the preparation of preliminary and final design improvements to the wastewater treatment plant to improve process efficiency, capacity and effluent quality. Preliminary design included a review of the existing facility and analysis of the existing aerated pond treatment capacity. Improvements include new

influent pumps, 1 mile of sewer force main replacement, new headworks screening, sub-surface aeration system, sludge removal, and increasing storage capacity.

**NPDES Permit Renewal for the Wastewater Treatment Plant, City of Angels - Angels Camp, CA.** Project Manager. Provided technical support required for the renewal of the NPDES Permit. Developed the required reports, including a Report of Waste Discharge Package, for submittal to the RWQCB.



## education

*B.S., Environmental Engineering,  
San Diego State University*

## years with Black Water

5

## years with others

3

## registrations

*Professional Engineer:  
California #97287*

## affiliations

*Engineers Without Borders  
(Professional Chapter)  
Modesto Engineers Club*

Patrick Scott has over eight years of experience aiding in the design of various public and private water and wastewater projects, from the planning stages to construction. His experience includes providing application assistance for state revolving funded projects and coordination with local, state, and federal agencies. Mr. Scott's field work experience includes water sampling, measuring water surface elevation for static and pumping wells, and flow meter readings. He is proficient in AutoCAD, Civil 3D, Microsoft Excel, ArcGIS, and QGIS.

## Project Experience

**Wastewater Treatment Facilities Upgrade Project - CWSRF, Murphys Sanitary District - Murphys, CA.** Assistant Engineer. Preparation of preliminary design improvements to the wastewater treatment plant to address capacity and effluent quality issues. Preliminary design included a review of the existing facility and analysis of the existing aerated pond treatment capacity. Improvements include new influent pumps, 1 mile of sewer force main replacement, new headworks screening, sub-surface aeration system, sludge removal, and increasing storage capacity. Provided funding application assistance including developing GIS figures and drafting the influent pump station site plan.

**Thornton Wastewater Improvements Project - CWSRF, Housing Authority of the County of San Joaquin - Thornton, CA.** Assistant Engineer. Completed the planning and design for the Thornton Wastewater Improvements Project. The project will involve closure of the existing Thornton WWTF and construction of a pump station and 2.3-mile force main.

**Wastewater Collection and Treatment Systems Evaluation and Planning Improvements - CWSRF, Westley Community Services District - Westley, CA.** Assistant Engineer. This project consisted of the evaluation and planning of improvements to the District's wastewater collection and treatment systems. Black Water prepared

and submitted the CWSRF planning application for Westley CSD that included preparation of the general, technical, environmental, and financial packages for evaluation of the wastewater treatment plant. Assisted with the preparation of the project report including creating exhibits, analyzing historical data and flow rates, and estimating costs for alternatives.

**Wastewater Treatment Planning Evaluation - CWSRF, Jamestown Sanitary District - Jamestown, CA.** Assistant Engineer. This project consisted of the evaluation of the existing WWTP and determining future improvements. Assisted with the preparation of a Project Engineering Report and completion of a Financial Assistance Application. Prepared GIS-based exhibits and a Fiscal Sustainability Plan. Prepared asset management files for analyzing future planning needs.

**Recycled Water Project - CWSRF, Santa Nella County Water District - Santa Nella, CA.** Assistant Engineer. Assisted with the application submittal process to secure funding for the completion of a feasibility study to evaluate the existing wastewater treatment system and identify improvements to produce, store, and distribute disinfected tertiary recycled water.



## education

*M.S., Civil Engineering, University of the Pacific*

*B.S., Civil Engineering, University of the Pacific*

## years with Black Water

8

## years with others

0

## registrations

*Engineer-in-Training:  
California #157507*

## affiliations

*Order of the Engineer*

Bao Cha has over eight years of experience in civil engineering, specializing in water and wastewater systems. Prior to joining Black Water Consulting Engineers, she completed an internship at a wastewater treatment plant. During her time at the wastewater agency, she worked on various projects which involved providing recycled water to the community and updating the recycled water system. At Black Water, Ms. Cha has been involved in a wide variety of water and wastewater projects assisting in analyses, report production, hydraulic models, and application processes for securing state revolving funds.

## Project Experience

### **WWTP Upgrades Phase II, Tuolumne City Sanitary District - CA.**

Assistant Engineer. This project consisted of the design and construction of WWTP site improvements including of aeration basin paving, effluent line relocation, and installation of a new SCADA system. Assisted with the contract documents and specifications for the bidding of the project, and provided engineering services during construction.

### **Wastewater Treatment Facility Planning Application - CWSRF, Grayson Community Services District - Westley, CA.**

Assistant Engineer. Provided SRF application assistance to obtain funding for the evaluation of the existing wastewater infrastructure to determine improvements needed to improve efficiency of operations, treatment methods, and quality of effluent for groundwater and surface water protection and to comply with current regulations. Responsible for drafting the Report of Waste Discharge and the Engineering Report.

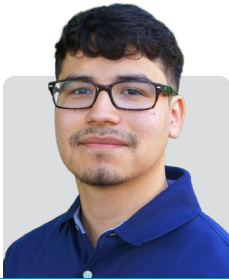
### **Wastewater Treatment Facilities Planning - CWSRF, Tuolumne City Sanitary District - CA.**

Assistant Engineer. Black Water was tasked with evaluating the existing wastewater treatment facilities to determine optimum strategies to improve efficiency of operations and treatment methods. Black Water reviewed existing and potential regulatory requirements for the WWTP, conducted a site evaluation of current

operations and facilities, and an analysis of existing and projected flows. Assisted with the preparation of the Project Engineering Report and the Report of Waste Discharge.

**Wastewater Treatment Plant Upgrade - CWSRF, Murphys Sanitary District - Murphys, CA.** Assistant Engineer. Preparation of preliminary and final design improvements to the wastewater treatment plant to improve process efficiency, capacity and effluent quality. Preliminary design included a review of the existing facility and analysis of the existing aerated pond treatment capacity. Improvements include new influent pumps, 1 mile of sewer force main replacement, new headworks screening, sub-surface aeration system, sludge removal, and increasing storage capacity. Responsibilities include drafting the Report of Waste Discharge.

**Recycled Water Project - CWSRF, Santa Nella County Water District - Santa Nella, CA.** Assistant Engineer. Assisted with the application submittal to secure funding for the completion of a feasibility study to evaluate the existing wastewater treatment system and identify improvements to produce, store, and distribute disinfected tertiary recycled water.



## education

*B.S., Civil Engineering, University of California - Davis*

## years with Black Water

1

## years with others

1

## registrations

*Engineer-in-Training:  
California #179868*

Ernesto Meza is a recent civil engineer graduate with a Bachelor's degree from the University of California, Davis. Over the course of his career, he has gained extensive experience in both technical and field-based aspects of civil engineering. His expertise includes reviewing and analyzing construction documents, conducting thorough project inspections, and performing detailed plan reviews. Mr. Meza is also proficient in utilizing GIS applications for project planning and management, enhancing his ability to contribute to complex infrastructure projects. Additionally, Mr. Meza has a strong background in working on capital improvement projects, collaborating with various stakeholders, and ensuring projects are executed efficiently and within regulatory standards. His well-rounded experience enables him to navigate both the design and implementation phases of civil engineering projects.

## Project Experience

**Wastewater Treatment Plant Upgrade, City of Escalon - CA.** Assistant Engineer. Validation of a preliminary design for a combined domestic and industrial wastewater treatment process to construct improvements to address deficiencies and upgrade the existing plant to produce recycled water. Assisted with the preparation of the project engineering report and development of cost estimates.

**Wastewater Facility Upgrades No. 1 - CWSRF, Jamestown Sanitary District - Jamestown, CA.** Assistant Engineer. This project involves preparation of planning and design documents, bidding support, construction management, and construction of recommended improvements for the JSD WWTF to meet new discharge requirements

as the Tuolumne Utilities District improves its treatment plant. Planned upgrades include increasing capacity, improving chlorine tanks, and building emergency storage. Responsibilities include preparation assistance with the construction funding application, including planning and design documents.

**Dodge Ridge Wastewater Permit Assistance, Dodge Ridge Mountain Resort - Pinecrest, CA.** Assistant Engineer. Completed an application, including a Report of Waste Discharge, to enroll the Dodge Ridge Ski Area WWTF under the SWRCB General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems. Provided guidance for obtaining documentation of compliance with the Salt and Nitrate Control Programs. Responsibilities included drafting the Spill Prevention and Emergency Response Plan, Sampling and Analysis Plan, and the Sludge Management Plan. Also assisted with the waste discharge permit plans.

**Crows Landing CSD Sewer Improvement Planning Project, Self-Help Enterprises - Crows Landing, CA.** Assistant Engineer. This project consists of the preparation of an engineering report and 30-percent plans, specifications, and estimates for the recommended project. The report evaluates alternatives to eliminate the potential for community exposure to surfacing septic system effluent as well as reduce the potential for groundwater degradation, which is the sole source of potable water for the community.

**Nitrate Control Program Pathway A, City of Oakdale - CA.** Assistant Engineer. Preparation of a Nitrate Assessment Report to help the City comply with the Nitrate Control Program. The project involves the evaluation of the impact of the WWTP's discharge over a 20-year period. A Notice of Intent was also prepared to confirm the City's choice of Pathway A, which involves individual compliance with nitrate standards versus joining a local management zone with other permittees.

***Education:***

*BS Mechanical  
Engineering, University  
of Portland, 1989*

*MS Mechanical  
Engineering, University  
of Nevada, Reno, 1990*

***Registrations:***

*Mechanical*

*Professional Engineer,  
California M028326*

***Professional  
Affiliations:***

*Water Environment  
Federation*

*California Water  
Environment Association*

Mr. Harris is a principal in the company with 35 years of mechanical experience in the planning and design of water and wastewater pumping, biosolids handling and digestion, gas usage and handling, electrical cogeneration, centralized boilers, HVAC, and noise control facilities for municipal and industrial clients. Project experience includes:

***Wastewater Treatment Plant  
Process Planning and Design***

- Project Manager and Design Engineer for the El Dorado Irrigation District Reservoir A Backwash to Waste Valve Replacement Project. Responsibilities included the design of the Backwash to Waste Valves in the filter center columns and extending the valves above the top decking, with associated structural modifications.

- Project Manager and Design Engineer for the El Dorado Irrigation District Reservoir 1 Generator Replacement Project. The project included the replacement of the existing Automatic Transfer Switch with an outdoor unit and associated snow rated cover.

- Project Manager and Design Engineer for the City of Scotts Valley Water Reclamation Facility Aeration Basin System Upgrades Project. Responsibilities included the design of a High Speed Turbo Aeration Blower and new automated air distribution system at the aeration basins, all while keeping the 1 MGD facility on line. Project included detailed phasing plan for aeration piping replacement.

- Project Manager and Design Engineer for the El Dorado Irrigation District Deer Creek Wastewater Treatment Plant Process Control Improvements Project. Responsibilities included the design of a replacement SCADA system for the entire plant, as well as miscellaneous pump station and sampling improvements and new P&IDs for the plant.

- Project Manager and Design Engineer for the Selma-Kingsburg-Fowler Secondary Clarifier Mixed Liquor Line Improvements

project. Responsibilities included the design of a 42 inch Mixed Liquor line, replacement of two 90 feet diameter and two 65 feet diameter clarifiers, new RAS pump station, and extensive yard piping replacement, all while keeping the 8 MGD facility on line. Project included detailed phasing plan with 5 different bypasses required.

- Project Manager and Design Engineer for the City of Richmond-Veolia cogeneration alternatives analysis. Project included evaluations of fuel cells, I.C. engines, and micro turbines, gas sampling and design of gas conditioning systems with 12,000 ppm hydrogen sulfide and siloxane removal.

- Project Manager and Design Engineer for the Discovery Bay Wastewater Treatment Plant Effluent Filtration Project. Responsibilities included the design of new continuous flow final effluent filtration, replacement of the existing UV system, chemical facilities and automation of bypass flow diversion system.

- Project Manager and Design Engineer for the Selma-Kingsburg-Fowler County Sanitation District 8 MGD Headworks Improvement and Effluent Pump Station Project. Project included new influent screw pumps, bar screens and washer compactor, grit chambers and grit classifiers, new MCC building, and new effluent pumps.

- Project Manager and Design Engineer for the Discovery Bay Wastewater Treatment Plant Secondary Improvements Project. Project included the design of oxidation ditch, pump stations, secondary clarification, flow splitting, and related yard piping.

# Charles R. Simpson

## Principal, BaseCamp Environmental, Inc.

**SPECIALTIES:** Multi-disciplinary environmental planning, permitting, and impact assessment projects; innovative approaches to CEQA, NEPA and regulatory compliance; technical proficiency in several disciplines

**EDUCATION:** B.S., Resource Planning and Interpretation, 1974, California State Polytechnic University, Humboldt, Arcata, California. Continuing education in selected environmental and land use planning subjects

**EXPERIENCE:** 45 YEARS

Mr. Simpson's expertise is in environmental review and environmental planning associated with land, transportation, infrastructure and resource planning and development. He investigates and strategizes acquisition of required permits and approvals; he authors and manages complex environmental analyses; he formulates approval findings and decision documents; and he develops environmental and urban planning policy language and documentation.

Mr. Simpson is experienced in scoping, organization and management of multi-disciplinary environmental impact analyses, predominantly under the California Environmental Quality Act (CEQA). Mr. Simpson also has extensive experience in preparing National Environmental Policy Act (NEPA) environmental documents for local agency road widening and bridge projects under Caltrans leadership, and for water, energy and recreational development on federal lands. Mr. Simpson conducts environmental review processes and provides decision support for numerous cities, counties and other California local agencies as well as lead federal agencies including the USDA Forest Service, USDA Rural Development, USDI Bureau of Land Management, USDI Bureau of Indian Affairs, US Department of Housing and Urban Development. He has extensive experience with water supply, water quality and wastewater programs and improvement projects for school and other special districts.

Mr. Simpson's environmental planning experience is gained in a range of rural, natural resource and urban landscapes, including environmentally sensitive areas and their respective resources. His project experience includes industrial development, roads and bridges, energy generation, electrical transmission and telecommunications, water resource development, mining, waste disposal, liquids, gas and power transportation, resorts and recreational facilities, and urban development and infrastructure, including several water, wastewater and storm drainage projects for Central Valley cities.

Mr. Simpson is intimately familiar with the operations, needs and concerns of California local agencies and staff. He has overseen the preparation and processing of more than 300 CEQA review documents for cities, counties, LAFCOs and special districts. Mr. Simpson has staffed and continues to consult to California cities and counties on development and environmental review matters. He has been engaged to provide CEQA and NEPA training to the Stockton Municipal Utilities and Public Works departments as well as to several Stanislaus County departments. Mr. Simpson contributes to comprehensive plans, specific plans and plan elements; he has administered current planning, coastal planning, and economic development programs.

REFERENCES

Black Water has built lasting relationships with public agencies throughout California by delivering wastewater planning and infrastructure projects that are technically rigorous, responsive to client needs, and fully aligned with regulatory requirements. To demonstrate our proven performance and reliability, we have included five professional references who can speak directly to our qualifications, project management approach, and ability to complete complex feasibility studies and treatment system evaluations. Contact information for these individuals, including names, positions, and telephone numbers, is provided below.

|                                                                                                                                                          |                                                                                                                                                               |                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REFERENCE:</b><br><b>City of Oakdale</b><br>Jeff Gravel,<br><i>Public Services Director</i><br>P: 209.845.3600<br>jgravel@ci.oakdale.ca.us            | <b>REFERENCE:</b><br><b>Jamestown Sanitary District</b><br>Nick Rivera,<br><i>Operations Supervisor/CPO</i><br>P: 209.984.5177<br>jsdchiefop@mlode.com        | <b>REFERENCE:</b><br><b>Murphys Sanitary District</b><br>Kristina Fillmore,<br><i>Administrative Manager</i><br>P: 209.728.3094<br>kristina@murphyssd.org |
| <b>REFERENCE:</b><br><b>Tuolumne City Sanitary District</b><br>Jeff Cooley,<br><i>General Manager</i><br>P: 707.592.7848<br>CooleyConsulting@outlook.com | <b>REFERENCE:</b><br><b>City of Escalon</b><br>Juston Collins,<br><i>Public Works Superintendent/Manager</i><br>P: 209.691.7400<br>jcollins@cityofescalon.org |                                                                                                                                                           |

CONFLICT OF INTEREST DISCLOSURE

Black Water Consulting Engineers is not aware of any conflict of interest that may exist with the City of Riverbank.

## RELATED EXPERIENCE AND REFERENCES

Black Water's team comprises experienced professional engineers whose careers have been dedicated to improving wastewater treatment in the Central Valley and throughout California.

- Wastewater Treatment Plant Upgrades – Delivered planning, alternatives analysis, and design for multiple WWTP expansions and compliance-driven upgrades across California.
- Recycled Water Integration – Designed feasibility studies and master plans incorporating Title 22 tertiary treatment and agricultural irrigation reuse strategies, directly relevant to Riverbank's regional recycled water goals.
- Regulatory Expertise – Extensive experience navigating Central Valley Regional Water Quality Control Board permitting, CV-SALTS compliance, and CEQA/NEPA integration.
- Cost and Schedule Performance – Proven record of on-time, on-budget delivery, supported by strong project controls and phased construction approaches to maintain plant operations.

### Escalon Wastewater Treatment Upgrade Project | City of Escalon

**REFERENCE:** Juston Collins, Public Works Superintendent | P: 209.691.7400

Black Water is currently providing engineering services for the City of Escalon's Wastewater Treatment Plant Upgrade Project, which represents the culmination of corrective actions, capital projects, and planning efforts aimed at restoring diminished treatment capacity, consistently reducing BOD and TSS concentrations to compliant levels, upgrading or replacing facilities that have exceeded their useful life, incorporating processes capable of producing recycled water, and improving the long-term operational efficiency of the WWTP.

The project requires obtaining new Waste Discharge Requirements (WDRs) due to changes in the operational scheme and treatment processes. Because the proposed discharge of recycled water to a nearby South San Joaquin Irrigation District (SSJID) canal could ultimately reach the San Joaquin and Stanislaus Rivers -- waters of the United States -- an NPDES permit will likely be required. In addition, the City will apply for enrollment under the State Water Board's Water Reclamation General Order 2016-0068-DDW, Water Reclamation Requirements for Recycled Water Use, to support the recycled water component of the project. A Title 22 Engineering Report, along with a supporting technical report, is required as part of this application. Black Water is coordinating with the Regional Water Quality Control Board and the Division of Drinking Water to confirm and secure the necessary permit requirements.



*This project underscores our strength in combining treatment process upgrades with complex regulatory permitting and recycled water planning.*

## Wastewater Treatment Plant Upgrade Project - CWSRF | Murphys Sanitary District

**REFERENCE:** Kristina Fillmore, Administrative Manager | P: 209.728.3094

The Murphys Sanitary District (MSD), serving a population of approximately 2,000, was awarded a CWSRF funding agreement for planning in 2013. As part of the planning work, Black Water prepared an updated report to the District's 2014 Wastewater Treatment Facilities Planning Project Engineer Report. Due to the District's budgetary constraints, Black Water's updated report included an evaluation of the individual components of the MSD treatment process and developed a recommended alternative that improved the hydraulic capacity and treatment capability of the existing pond system. Additionally, Black Water assisted the District with applying for a \$4 million construction grant.

Black Water provided engineering design and construction services to correct wastewater treatment plant deficiencies while keeping user rates and annual operation and maintenance costs as low as feasible. Improvements included relocating the headworks facilities to the WWTP and installing a flex rake bar screen with washer and compactor; replacing the influent pump station; replacing the emergency generator; replacing the aeration system with a fine bubble aeration system in Ponds 1 and 2; adding solar mixers to Pond 4; removing accumulated biosolids from Pond 1; constructing a new concrete disinfection basin; and adding a reinforced composite geomembrane liner throughout the entire finishing basin to prevent seepage.



*This project demonstrates Black Water's ability to evaluate treatment processes, secure funding, and deliver cost-effective design and construction services that improved capacity, compliance, and long-term system performance.*

## Wastewater Treatment Facilities Improvements - CWSRF | Jamestown Sanitary District

**REFERENCE:** Nick Rivera, Operations Supervisor/CPO | P: 209.984.5177

Black Water prepared a project engineering report (project report) evaluating the existing wastewater treatment facilities and recommended improvements for reliable operation and compliance with California Regional Water Quality Control Board regulations. Funding for the planning and construction project was secured through the State Water Resources Control Board (State Board) Clean Water State Revolving Fund (CWSRF). Black Water completed the final design plans, specifications, and bid documents for the recommended improvements discussed in the project report. Secondary and tertiary treatment options were further evaluated prior to initiating final design and construction. Site visits to other wastewater treatment plants, with the different types of treatment technologies being considered, provided JSD operations staff the opportunity to see the treatment systems in person and gather feedback from operators. Modifications to the existing WWTP site include the addition of grit removal facilities, expansion of the emergency storage facilities, and a pump station that is capable of conveying primary treated effluent to the JSD Quartz site. Improvements to the JSD Quartz site include secondary treatment facilities, tertiary treatment and disinfection facilities, sludge treatment facilities, a composting area, and an administration office building.



*This project highlights Black Water's expertise in securing CWSRF funding, evaluating secondary and tertiary treatment options, and delivering full design services to improve reliability, compliance, and long-term facility performance.*

## Wastewater Treatment Facilities Upgrade - CWSRF | Tuolumne City Sanitary District

**REFERENCE:** Jeff Cooley, General Manager | P: 707.592.7848

Black Water was tasked with evaluating the existing wastewater treatment facilities to determine optimum strategies to improve operational efficiency and treatment performance, and to prepare the plans and specifications for construction upgrades. As part of this effort, Black Water reviewed existing and potential regulatory requirements for the WWTP, conducted a site evaluation of current operations and facilities, and analyzed existing and projected flows. During the evaluation, it was determined that the biological nutrient removal (BNR) system was significantly oversized for average daily flows, resulting in long detention times and higher aeration energy costs. In addition, the integral rectangular clarifiers, equipped with air lift pumps, created operational challenges for RAS and WAS flow control. TCSD staff expressed a preference for traditional circular clarifiers, and the District chose to move forward with clarifier modifications. The improvement project also included SCADA upgrades, piping improvements, and lining of an emergency storage basin. In addition to evaluation, Black Water completed the design, assisted with the bidding process, and provided engineering services during construction for these improvements.



As the project advanced, Black Water also completed the design, managed the bidding process, and provided engineering services during construction for the TCSD WWTP Phase II improvements. Key elements of this phase included paving around the aeration basin, which required removal of existing hydrants, installation of new angle valves, power and control wiring, modified pull boxes, and new underground conduits. TCSD also placed a 10-inch overflow inlet pipeline and two parallel 2-inch conduits from the headworks to the aeration basin prior to paving. Another major component was replacement of the deficient effluent outfall pipeline. Black Water reviewed CCTV footage, existing utility plans, and as-builts to realign and redesign the system in accordance with TCSD standards. A new 10-inch ductile iron pipeline was installed, and the splitter box north of the storage lagoon was removed, resolving longstanding deficiencies.

The effluent outfall pipeline replacement has addressed the prior issues, and preliminary observations indicate the problem has been resolved.

*This project highlights Black Water's ability to evaluate, design, and implement wastewater treatment facility improvements from feasibility through construction.*

## Oakdale Pre-Treatment Program Plan | City of Oakdale

**REFERENCE:** Jeff Gravel, Public Services Director | P: 209.845.3600

Black Water developed a pre-treatment program (Program) in conjunction with permit requirements from the California Regional Water Quality Board Central Valley Region (Regional Board) Order R5-2012-0063 (Permit) for the City of Oakdale's wastewater treatment facility. The objectives of the Program are to prevent the introduction of pollutants to a publicly owned treatment work (POTW) which will interfere with the operation of the POTW, including interferences with the disposal of municipal sludge; and to prevent the introduction of pollutants into the POTW which will pass through untreated and cause violations of the effluent limits set forth in permit requirements or are otherwise incompatible with the operation of the POTW.

*This project demonstrates Black Water's expertise in regulatory compliance and influent management, both of which are essential to protecting treatment capacity and ensuring reliable plant operations -- key considerations in wastewater treatment plant planning and expansion studies.*

# SCOPE OF SERVICES

## APPROACH

Black Water's approach to the Riverbank WWTP Expansion Feasibility Study is built around a comprehensive set of 14 design criteria that must be addressed in order to develop a technically sound, regulatory compliant, and financially responsible plan for the City. Each criterion is described below, along with its importance to the feasibility analysis. Following this discussion, the criteria are mapped to the six RFP tasks to show where and how each will be addressed in our Scope of Work.

### 1. Influent Flow and Load Projections

| Criteria:                                                                                                       | Why Essential:                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Average dry weather flow (ADWF), peak wet weather flow (PWWF), infiltration/inflow, 20-year growth projections. | Defines the future capacity needs of the WWTP, ensuring improvements are sized to accommodate both current and ultimate buildout flows. |

### 2. Influent and Effluent Quality Requirements

| Criteria:                                                                          | Why Essential:                                                                                        |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| BOD, TSS, nutrients, pathogens, industrial contributors, and seasonal variability. | Establishes treatment performance benchmarks for regulatory compliance and recycled water production. |

### 3. Regulatory and Permitting Requirements

| Criteria:                                                                                  | Why Essential:                                                    |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| RWQCB WDRs, CV-SALTS compliance, Title 22 recycled water standards, CEQA/NEPA obligations. | Shapes which alternatives are feasible, acceptable, and fundable. |

### 4. Treatment Process Reliability and Redundancy

| Criteria:                                                                        | Why Essential:                                                                                      |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| N+1 redundancy for major processes (secondary, tertiary, disinfection, pumping). | Ensures the plant can reliably supply recycled water even during maintenance or equipment failures. |

### 5. Headworks and Preliminary Treatment Capacity

| Criteria:                                                | Why Essential:                                                                     |
|----------------------------------------------------------|------------------------------------------------------------------------------------|
| Screening, grit removal, influent pumping, and metering. | Protects downstream processes, reduces O&M costs, and improves overall efficiency. |

### 6. Secondary Treatment and Nutrient Removal

| Criteria:                                                                       | Why Essential:                                                                                                     |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| BNR capability, aeration efficiency, hydraulic retention time, process control. | Necessary to meet future nitrogen management requirements under CV-SALTS and prepare flows for tertiary treatment. |

## 7. Tertiary Treatment Performance

| Criteria:                                                          | Why Essential:                                                                                  |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Coag/floc, GMF, UV disinfection, turbidity and coliform standards. | Provides Title 22-compliant recycled water, the cornerstone of the City's regional reuse goals. |

## 8. Seasonal and Operational Storage

| Criteria:                                                                               | Why Essential:                                                                                  |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Seasonal pond storage (~85 MG), operational tank (900,000 gal), return pumping systems. | Matches year-round influent with variable agricultural demand, ensuring peak summer deliveries. |

## 9. Solids Handling and Biosolids Management

| Criteria:                                                            | Why Essential:                                                                                |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Thickening, digestion, dewatering, stabilization, resource recovery. | Defines long-term sustainability, O&M costs, and compliance with solids disposal regulations. |

## 10. Energy Efficiency and Sustainability

| Criteria:                                                                               | Why Essential:                                                                      |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| High-efficiency aeration, variable drives, renewable energy integration, energy audits. | Reduces O&M costs and improves resilience, aligning with City sustainability goals. |

## 11. Constructability and Phasing

| Criteria:                                                                      | Why Essential:                                                                                    |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Sequenced construction while maintaining operations; site access; haul routes. | WWTP must remain in continuous operation; constructability strongly influences cost and schedule. |

## 12. Environmental and Community Constraints

| Criteria:                                                                                      | Why Essential:                                                                             |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| CEQA mitigations (elderberry, red bat, pond turtle), noise, odor, traffic, cultural resources. | Protects community assets, ensures environmental compliance, and preserves public support. |

## 13. Cost Analysis (Capital, O&M, Life-Cycle)

| Criteria:                                                              | Why Essential:                                                                                   |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Capital cost estimates, O&M budgets, 30-year life-cycle cost analyses. | Provides the City with the financial framework to compare and select the best-value alternative. |

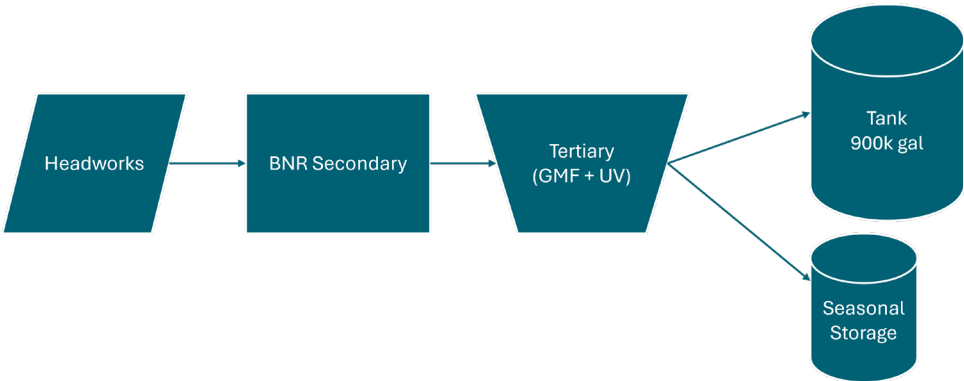
## 14. Implementation and Risk Management

| Criteria:                                                                                | Why Essential:                                                                                    |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Funding strategies, phasing, risk identification (regulatory changes, tech reliability). | Ensures that the recommended plan is achievable, fundable, and resilient to future uncertainties. |

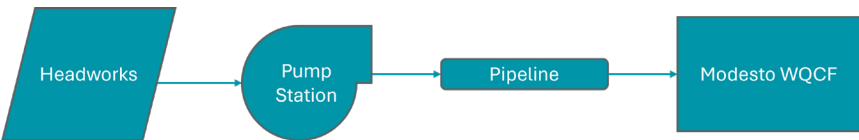
## Preliminary Comparison of Feasible Alternatives

| Feature / Criteria                  | Alternative 1<br>On-Site BNR + Tertiary +<br>Seasonal Storage<br>(RRRWP-Aligned)                                                                                            | Alternative 2<br>Regionalization with<br>Modesto<br>(Intertie)                                                                                | Alternative 3<br>On-Site BNR + Tertiary +<br>Dual Outlet<br>(Reuse + NPDES)                                                              |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>                  | Upgrade Riverbank WWTP with headworks, BNR secondary, tertiary (GMF + UV), 900k gal tank, ~85 MG seasonal storage ponds, DAF as needed, SCADA turnouts, distribution pumps. | Construct intertie pipeline/pump station to send flows to Modesto WQCF for treatment & reuse/discharge. Optional local pretreatment (EQ/BNR). | Upgrade Riverbank WWTP as in Alt 1, but add new NPDES river outfall for discharge when recycled water demand or storage is insufficient. |
| <b>Capacity Basis</b>               | ~2.29 MGD ADWF (scalable to buildout).                                                                                                                                      | Modesto WQCF capacity availability (10–20 MGD range).                                                                                         | ~2.29 MGD ADWF, with dual outlet flexibility.                                                                                            |
| <b>Regulatory Path</b>              | WDR modification, Title 22 Engineering Report, CEQA covered by IS/MND + 2025 Addendum.                                                                                      | Interagency agreement, CEQA for intertie pipeline, Modesto's existing WDR/ NPDES framework.                                                   | WDR update, Title 22, new NPDES permit (river discharge), CEQA addendum for outfall.                                                     |
| <b>Water Reuse Benefits</b>         | Full alignment with RRRWP: ~2,500 AFY delivered to agriculture, supports aquifer recovery.                                                                                  | Indirect: Modesto's regional reuse program handles beneficial use; Riverbank loses some direct local control.                                 | Reuse as primary outlet; NPDES provides backup path during wet winters or low ag demand.                                                 |
| <b>Reliability &amp; Redundancy</b> | Parallel tertiary trains; on-demand DAF; backup power sized for tertiary + pumps.                                                                                           | Relies on Modesto; Riverbank retains EQ/ headworks only. Regional redundancy but local single-point dependency.                               | Full reuse reliability (same as Alt 1) with added flexibility of river discharge.                                                        |
| <b>Environmental / CEQA</b>         | Already mitigated via IS/ MND + 2025 Addendum (Pipeline B reroute, elderberry protections).                                                                                 | New CEQA for pipeline alignment and crossing; fewer on-site habitat issues.                                                                   | CEQA addendum/ supplement needed for new outfall; possible fish/habitat studies.                                                         |
| <b>Cost Drivers</b>                 | Higher upfront capital (secondary + tertiary + storage infrastructure). Lifecycle O&M within Riverbank's control.                                                           | Lower local capital (Riverbank); cost-sharing and O&M payments to Modesto. Long-term fees variable.                                           | Higher capital (similar to Alt 1 + outfall). Higher O&M for NPDES monitoring.                                                            |
| <b>Risks</b>                        | Construction near Jacob Myers Park; operational complexity of seasonal storage.                                                                                             | Capacity and cost-sharing with Modesto may be uncertain; dependency risk.                                                                     | Potentially stringent NPDES limits (nutrients, pathogens); higher permitting burden.                                                     |
| <b>Best Fit When...</b>             | City wants local control, reliable recycled water deliveries, and strong CV-SALTS alignment.                                                                                | City wants regional partnership, lower local capital, and shared compliance responsibility.                                                   | City wants maximum flexibility: reuse first, but with a permitted river discharge as safety valve.                                       |

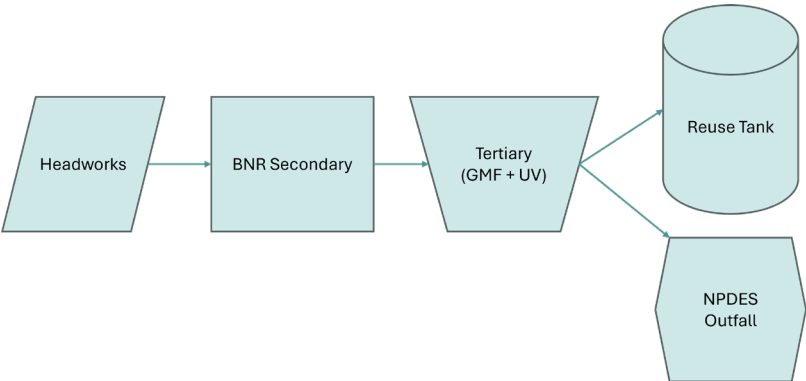
Alternative 1 - On-Site BNR + Tertiary + Seasonal Storage (RRRWP-Aligned)



Alternative 2 - Regionalization with Modesto (Intertie)



Alternative 3 - On-Site BNR + Tertiary + Dual Outlet (Reuse + NPDES)



The alternatives comparison presented on the previous page represents a sample preliminary analysis prepared for proposal purposes to illustrate Black Water’s approach to systematically evaluating feasible options for the Riverbank WWTP. This framework demonstrates how we apply prioritized technical, regulatory, environmental, and financial criteria to narrow the range of alternatives. Our goal is to ensure that the final feasibility study results in a transparent, defensible recommendation that reflects the City’s priorities and withstands regulatory and stakeholder review.

SCOPE OF WORK

The following Scope of Work has been structured to fully address all tasks and deliverables outlined in the City of Riverbank’s RFP for the Wastewater Treatment Plant Expansion Feasibility Study. Black Water has carefully aligned each task with the City’s stated objectives while also identifying several enhancements and process considerations that warrant further discussion prior to finalizing the scope. These enhancements include potential headworks modifications to improve screening and flow measurement, solids handling upgrades to support long-term sustainability, and energy efficiency measures that could reduce operating costs and improve resilience. While our proposed scope covers all RFP requirements in detail, we believe a collaborative dialogue with City staff and stakeholders is important to refine the study framework, evaluate these enhancements, and ensure that the final agreed-upon scope of work provides the City with the most technically sound, cost-effective, and future-ready expansion strategy.

Task 1: Project Initiation and Data Collection

Approach:

- Conduct a kick-off meeting with City staff and stakeholders to confirm objectives, communication protocols, and project schedule.
- Review existing reports, as-built drawings, permits, SCADA data, and O&M records to establish baseline understanding.
- Perform site inspections and operator interviews to capture real-time performance insights.

Team Expertise:

- Jeff Black, P.E. will lead the kickoff discussion, ensuring alignment with Council and staff priorities.
- Momo Savovic, P.E. will manage data requests, organize findings, and maintain the central project record.

**Deliverables:** *Kick-off meeting summary; Data inventory report.*

Task 2: Needs Assessment

Approach:

- Analyze the performance of current facilities, including hydraulic and treatment process capacity, effluent and solids disposal capacities, in light of permitted capacities.
- Evaluate influent and effluent quality trends, including seasonal flow variability and industrial contributions.
- Develop 20-year wastewater flow and load projections using demographic, commercial, and industrial growth forecasts.
- Identify regulatory changes (e.g., CV-SALTS, nitrogen management requirements, RWQCB permit updates) that will affect treatment standards.

Team Expertise:

- Gregory Harris, P.E. will evaluate current treatment processes and pinpoint bottlenecks in aeration, solids handling, and filtration systems.
- Momo Savovic, P.E. will develop flow/load projection models and integrate them with facility performance analysis.
- Alison Furuya, P.E. will track regulatory changes and prepare a compliance summary.

**Deliverables:** *Needs assessment report; Flow/load projection models.*

### Task 3: Alternatives Identification and Screening

#### Approach:

- Identify a full range of alternatives, including:
  - › On-site WWTP capacity expansion and process upgrades.
  - › Advanced treatment technologies for nutrient removal and Title 22 tertiary standards.
  - › Effluent discharge to Stanislaus River.
  - › Satellite facilities and interconnection with Modesto WWTP (full flow and side stream options).
  - › Continued pursuit of Riverbank Regional Recycled Water Plant.
- Conduct high-level screening of alternatives based on feasibility, site constraints, and regulatory considerations.

#### Team Expertise:

- Jeff Black, P.E. will lead the alternatives brainstorming session with City staff, ensuring community and Council goals are considered.
- Gregory Harris, P.E. will evaluate technical feasibility, identifying required upgrades to headworks, aeration, clarification, filtration, and disinfection.
- Charlie Simpson will assess permitting and CEQA/NEPA pathways for each alternative.

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**Deliverables:** *Alternatives matrix; Preliminary screening report.*

### Task 4: Detailed Evaluation of Shortlisted Alternatives

#### Approach:

- Conduct in-depth technical, environmental, and regulatory evaluation of the most viable alternatives.
- Develop conceptual engineering layouts and treatment process flow diagrams.
- Prepare capital, O&M, and life-cycle cost estimates.
- Evaluate constructability, phasing, and operations during construction.

#### Team Expertise:

- Gregory Harris, P.E. will lead process design evaluations, drawing on 35 years of WWTP upgrade experience.
- Momo Savovic, P.E. will prepare comparative cost models and manage alternatives documentation.
- Jeff Black, P.E. will ensure phasing and constructability approaches maintain continuous treatment operations.

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**Deliverables:** *Alternatives evaluation report; Conceptual site layouts; Cost estimates and comparison tables.*

### Task 5: Environmental and Regulatory Assessment

#### Approach:

- Identify permitting requirements (local, state, federal).
- Assess environmental constraints (land use, groundwater, wetlands, air, noise).
- Engage with regulatory staff (Central Valley RWQCB, DDW) to confirm compliance pathways.

#### Team Expertise:

- Charlie Simpson will lead this task, leveraging her regulatory expertise to anticipate permitting hurdles.
- Jeff Black, P.E. will support agency meetings to maintain open, transparent communication with the City staff.

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**Deliverables:** *Environmental constraints map; Regulatory pathway summary.*

## Task 6: Recommendation and Implementation Plan

### Approach:

- Recommend the most feasible and cost-effective expansion strategy.
- Develop a phased implementation roadmap, including:
  - › Capital improvement sequencing.
  - › Funding and financing options (state/federal programs, grants).
  - › Risk assessment and mitigation strategies.
- Prepare the final Feasibility Study Report and Executive Summary for City Council presentation.

### Team Expertise:

- Jeff Black, P.E. will present recommendations and ensure alignment with City leadership priorities.
- Momo Savovic, P.E. will compile the implementation roadmap and integrate technical/financial data.
- Gregory Harris, P.E. will confirm the recommended process meets technical needs.
- Charlie Simpson will ensure the plan is fully compliant with regulatory and CEQA requirements.

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**Deliverables:** *Final feasibility study report; Executive summary and presentation; Implementation roadmap.*

## Task 7: Project Management and Administration

### Approach:

- Internal management of the project, including staff scheduling, budget, invoicing, project correspondence, document production, review of work, travel, and other general overhead items throughout the project.
- Project coordination with subconsultants.
- Progress Review Meetings

### Team Expertise:

- Momo Savovic, P.E. will manage day-to-day project administration, including budget and schedule oversight and maintain direct communication with the City.
- Jeff Black, P.E. will provide executive oversight.

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**Deliverables:** *Monthly invoicing; Meeting agendas and minutes.*

## Enhancement Discussion Points

In addition to addressing all RFP tasks, Black Water recommends discussing the following potential enhancements with the City to ensure the final scope is aligned with long-term operational and regulatory goals:

- Headworks Modifications – Evaluate options for improved screening, grit removal, and flow metering upgrades to enhance reliability and reduce downstream maintenance.
- Solids Handling – Assess needs for biosolids stabilization, dewatering, and potential resource recovery strategies to improve long-term sustainability.
- Energy Efficiency – Explore energy audits, advanced aeration controls, high-efficiency blowers, and renewable energy integration to reduce operating costs and improve resilience.

QUALITY CONTROL

“Consistency is what transforms average into excellence.”  
-Tony Robbins

This quote is a core belief at Black Water. Consistency allows us to practice our practice, to improve each step of the process with every opportunity, and it provides clarity at decision points where the timing and selection are critical to the goal of delivering a successful project. Black Water’s “Proven Process” illustrated below, outlines our approach to keeping projects on-track and efficient for us and our clients.

Black Water’s Proven Process

| Project Management & Administration                                                                          | Information Collection & Review                                                                                                                                   | Planning                                                                                                                                   | Design                                                                                          | Bidding Assistance                                                                                     | Construction                                                                                                                                                                                                        | Closeout                                                |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Project set-up<br>Billing / Budget<br>Meetings<br>Status reports<br>Scheduling<br>Subconsultant coordination | Review proposal SOW / Budget / Agreement<br><br>Request for Information<br><br>Review requirements / regulation<br><br>Previous studies / work<br><br>Site visits | Funding<br><br>Preliminary design<br><br>Progress meetings<br><br>Project Report<br><br>Environmental<br><br>Survey<br><br>Master Planning | Progress deliverables<br><br>Calculations<br><br>Drafting / CAD<br><br>Plans, specs & estimates | Advertising<br><br>Pre-Bid<br><br>RFIs<br><br>Bid review and recommendation<br><br>Conformed documents | ESDC<br>- Permitting<br>- Submittals<br>- RFIs<br>- As-builts<br>- Record Drawings<br><br>Construction Management<br>- Contract compliance<br>- Inspection<br>- Change orders<br>- Progress payments<br>- Punchlist | Construction costs<br><br>Photos<br><br>Project summary |

Black Water applies a comprehensive QA/QC program designed to eliminate errors and ensure each deliverable is accurate, complete, and fit for its intended purpose. QA activities are built into the project from the outset, while QC reviews, conducted by an independent reviewer, verify that standards have been met before submittals are delivered to the City.

**Black Water utilizes its firm-wide “Proven Process” as the foundation for quality assurance and quality control.** While the full framework extends through design, bidding, and construction, the most relevant elements for the City of Riverbank’s Wastewater Treatment Plant Expansion Feasibility Study are the Information Collection & Review, Planning, and Project Management & Administration stages. These steps ensure that baseline data is thoroughly vetted, technical analyses are accurate, and all deliverables undergo systematic QA/QC checks by independent reviewers before submittal.

The design- and construction-related phases of the Proven Process illustrate Black Water’s broader delivery expertise and, while not part of this feasibility study effort, they position our team to seamlessly support the City in future phases. By applying the same structured, repeatable, and accountable QA/QC approach, we ensure this study is precise, defensible, and a dependable tool for guiding near-term decisions while also providing a strong foundation for design and construction implementation in the years ahead.

# PROJECT SCHEDULE

| Task Activity                                              | Duration | Months |   |   |   |   |   |   |   |   |
|------------------------------------------------------------|----------|--------|---|---|---|---|---|---|---|---|
|                                                            |          | 1      | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| <b>1   Project Initiation and Data Collection</b>          |          |        |   |   |   |   |   |   |   |   |
| 1.1   Stakeholder Kickoff Meeting                          | 1 d      |        |   |   |   |   |   |   |   |   |
| 1.2   Document and Data Review                             | 2 w      |        |   |   |   |   |   |   |   |   |
| 1.3   Field Reviews                                        | 1 w      |        |   |   |   |   |   |   |   |   |
| <b>2   Needs Assessment</b>                                |          |        |   |   |   |   |   |   |   |   |
| 2.1   System Performance and Capacities                    | 3 w      |        |   |   |   |   |   |   |   |   |
| 2.2   Wastewater Generation Projections                    | 1 w      |        |   |   |   |   |   |   |   |   |
| 2.3   Regulatory Constraints                               | 2 w      |        |   |   |   |   |   |   |   |   |
| <b>3   Alternatives Identification and Screening</b>       |          |        |   |   |   |   |   |   |   |   |
| 3.1   Define Alternatives and Criteria Priorities          | 4 w      |        |   |   |   |   |   |   |   |   |
| 3.2   Feasibility Screening Matrix                         | 2 w      |        |   |   |   |   |   |   |   |   |
| 3.3   Summary Document                                     | 2 w      |        |   |   |   |   |   |   |   |   |
| <b>4   Detailed Evaluation of Shortlisted Alternatives</b> |          |        |   |   |   |   |   |   |   |   |
| 4.1   In-Depth Analysis of Alternatives                    | 3 w      |        |   |   |   |   |   |   |   |   |
| 4.2   Planning Level Estimated Costs                       | 2 w      |        |   |   |   |   |   |   |   |   |
| 4.3   Conceptual Layouts and Process Diagrams              | 1 w      |        |   |   |   |   |   |   |   |   |
| 4.4   Summary Document                                     | 1 w      |        |   |   |   |   |   |   |   |   |
| <b>5   Environmental and Regulatory Assessment</b>         |          |        |   |   |   |   |   |   |   |   |
| 5.1   Verify Requirements and Constraints                  | 4 w      |        |   |   |   |   |   |   |   |   |
| 5.2   Prepare Constraints Exhibits                         | 1 w      |        |   |   |   |   |   |   |   |   |
| <b>6   Recommendation and Implementation Plan</b>          |          |        |   |   |   |   |   |   |   |   |
| 6.1   Finalize Recommendation and Supporting Data          | 3 w      |        |   |   |   |   |   |   |   |   |
| 6.2   Develop Phasing and Implementation Plan              | 2 w      |        |   |   |   |   |   |   |   |   |
| 6.3   Prepare Draft and Final Feasibility Study Reports    | 6 w      |        |   |   |   |   |   |   |   |   |
| <b>7   Project Management and Administration</b>           |          |        |   |   |   |   |   |   |   |   |
| 7.1   Progress Meetings (Assume 4)                         | 4 d      |        |   |   |   |   |   |   |   |   |
| 7.2   Work Plan and Administrative                         | 8 m      |        |   |   |   |   |   |   |   |   |

COST PROPOSAL

| BLACK  WATER |                                                   |           |                         |                 |                                |                    |                  |              |                         |                 | Subs          | Totals                   |            |           |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------|-------------------------|-----------------|--------------------------------|--------------------|------------------|--------------|-------------------------|-----------------|---------------|--------------------------|------------|-----------|
| Billing Rates \$/hr                                                                             |                                                   | 302       | 302                     | 275             | 239                            | 193                | 178              | 118          |                         |                 |               |                          |            |           |
| TASK                                                                                            | Task Activity                                     | Principal | Director of Engineering | Project Manager | Associate Engineer / Asst. PM³ | Assistant Engineer | Design/ Drafting | QAQC/ Admin. | Black Water Total Hours | Black Water Fee | BaseCamp CEQA | Subconsultants Total Fee | Total Fee⁴ |           |
| 1                                                                                               | Project Initiation and Data Collection            |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 1.1                                                                                             | Stakeholder Kickoff Meeting                       | 4         |                         | 4               | 4                              | 4                  |                  |              | 16                      | \$4,036         | \$800         | \$800                    | \$4,916    |           |
| 1.2                                                                                             | Document and Data Review                          |           | 2                       | 4               | 2                              | 8                  |                  |              | 16                      | \$3,726         |               | \$0                      | \$3,726    |           |
| 1.3                                                                                             | Field Reviews                                     |           |                         | 4               | 8                              | 6                  |                  |              | 18                      | \$4,170         |               | \$0                      | \$4,170    |           |
|                                                                                                 | Task 1 Total                                      | 4         | 2                       | 12              | 14                             | 18                 | 0                | 0            | 50                      | \$11,932        | \$800         | \$800                    | \$12,812   |           |
| 2                                                                                               | Needs Assessment                                  |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 2.1                                                                                             | System Performance and Capacities                 | 1         | 2                       |                 | 24                             | 16                 |                  |              | 43                      | \$9,730         |               | \$0                      | \$9,730    |           |
| 2.2                                                                                             | Wastewater Generation Projections                 | 1         | 2                       |                 |                                | 24                 |                  |              | 27                      | \$5,538         |               | \$0                      | \$5,538    |           |
| 2.3                                                                                             | Regulatory Constraints                            |           |                         | 16              | 2                              |                    |                  |              | 18                      | \$4,878         | \$1,200       | \$1,200                  | \$6,198    |           |
|                                                                                                 | Task 2 Total                                      | 2         | 4                       | 16              | 26                             | 40                 | 0                | 0            | 88                      | \$20,146        | \$1,200       | \$1,200                  | \$21,466   |           |
| 3                                                                                               | Alternatives Identification and Screening         |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 3.1                                                                                             | Define Alternatives and Criteria Priorities       |           | 1                       | 8               | 4                              | 16                 |                  |              | 29                      | \$6,546         |               | \$0                      | \$6,546    |           |
| 3.2                                                                                             | Feasibility Screening Matrix                      | 1         | 4                       | 4               | 2                              | 16                 |                  |              | 27                      | \$6,025         |               | \$0                      | \$6,025    |           |
| 3.3                                                                                             | Summary Document                                  | 1         | 3                       | 12              | 4                              | 24                 | 8                | 4            | 56                      | \$11,992        |               | \$0                      | \$11,992   |           |
|                                                                                                 | Task 3 Total                                      | 2         | 8                       | 24              | 10                             | 56                 | 8                | 4            | 112                     | \$24,563        | \$0           | \$0                      | \$24,563   |           |
| 4                                                                                               | Detailed Evaluation of Shortlisted Alternatives   |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 4.1                                                                                             | In-Depth Analysis of Alternatives                 | 1         | 2                       | 24              | 12                             | 40                 |                  |              | 79                      | \$18,094        |               | \$0                      | \$18,094   |           |
| 4.2                                                                                             | Planning Level Estimated Costs                    |           | 1                       | 12              |                                | 40                 |                  |              | 53                      | \$11,322        |               | \$0                      | \$11,322   |           |
| 4.3                                                                                             | Conceptual Layouts and Process Diagrams           |           | 2                       | 8               | 4                              | 24                 | 24               |              | 62                      | \$12,664        |               | \$0                      | \$12,664   |           |
| 4.4                                                                                             | Summary Document                                  | 2         | 4                       | 12              | 4                              | 24                 |                  | 4            | 50                      | \$11,172        |               | \$0                      | \$11,172   |           |
|                                                                                                 | Task 4 Total                                      | 3         | 9                       | 56              | 20                             | 128                | 24               | 4            | 244                     | \$53,252        | \$0           | \$0                      | \$53,252   |           |
| 5                                                                                               | Environmental and Regulatory Assessment           |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 5.1                                                                                             | Verify Requirements and Constraints               |           | 1                       | 2               |                                |                    |                  |              | 3                       | \$852           | \$ 12,000     | \$12,000                 | \$14,052   |           |
| 5.2                                                                                             | Prepare Constraints Exhibits                      |           | 1                       | 1               |                                | 4                  | 12               |              | 18                      | \$3,485         | \$ 4,800      | \$4,800                  | \$8,765    |           |
|                                                                                                 | Task 5 Total                                      | 0         | 2                       | 3               | 0                              | 4                  | 12               | 0            | 21                      | \$4,337         | \$16,800      | \$16,800                 | \$22,817   |           |
| 6                                                                                               | Recommendation and Implementation Plan            |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 6.1                                                                                             | Finalize Recommendation and Supporting Data       |           | 1                       | 8               |                                | 8                  |                  |              | 17                      | \$4,046         |               | \$0                      | \$4,046    |           |
| 6.2                                                                                             | Develop Phasing and Implementation Plan           |           | 2                       | 8               | 4                              | 24                 |                  |              | 38                      | \$8,392         |               | \$0                      | \$8,392    |           |
| 6.3                                                                                             | Prepare Draft and Final Feasibility Study Reports | 4         | 8                       | 40              | 12                             | 60                 | 16               | 12           | 152                     | \$33,336        |               | \$0                      | \$33,336   |           |
|                                                                                                 | Task 6 Total                                      | 4         | 11                      | 56              | 16                             | 92                 | 16               | 12           | 207                     | \$45,774        | \$0           | \$0                      | \$45,774   |           |
| 7                                                                                               | Project Management and Administration             |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          |            |           |
| 7.1                                                                                             | Progress Meetings (Assume 4)                      | 2         | 4                       | 8               | 4                              | 8                  |                  | 8            | 34                      | \$7,456         |               | \$0                      | \$7,456    |           |
| 7.2                                                                                             | Work Plan and Administrative                      | 9         | 12                      | 18              |                                |                    |                  | 18           | 57                      | \$13,416        |               | \$0                      | \$13,416   |           |
|                                                                                                 | Task 7 Total                                      | 11        | 16                      | 26              | 4                              | 8                  | 0                | 26           | 91                      | \$20,872        | \$0           | \$0                      | \$20,872   |           |
| TOTALS                                                                                          |                                                   | 26        | 52                      | 193             | 90                             | 346                | 60               | 46           | 813                     | \$180,876       | \$18,800      | \$18,800                 | \$201,556  |           |
|                                                                                                 |                                                   |           |                         |                 |                                |                    |                  |              |                         |                 |               |                          | TOTAL FEE  | \$201,556 |

Notes:

1. All scope items and associated fees are based on the best approximation we can make given the current level of information we have.

2. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this Proposal.

3. HERWIT Engineering's hours and fee are integrated into Black Water's breakdown.

4. Subconsultant work is charged at cost plus 10 percent.

## 2025 Rate Schedule

|                         |                                              |                    |
|-------------------------|----------------------------------------------|--------------------|
| <b>ENGINEERING:</b>     |                                              | <b>Hourly Rate</b> |
|                         | ENGINEERING INTERN                           | \$118.00           |
|                         | ENGINEER TECHNICIAN                          | \$181.00           |
|                         | ASSISTANT ENGINEER                           | \$193.00           |
|                         | ASSOCIATE ENGINEER/ASSISTANT PROJECT MANAGER | \$239.00           |
|                         | PROJECT MANAGER                              | \$275.00           |
|                         | DIRECTOR OF ENGINEERING                      | \$302.00           |
|                         | PRINCIPAL                                    | \$302.00           |
| <b>TECHNICAL STAFF:</b> |                                              |                    |
|                         | CAD TECHNICIAN                               | \$155.00           |
|                         | SENIOR CAD TECHNICIAN                        | \$178.00           |
|                         | SENIOR CAD DESIGNER                          | \$213.00           |
| <b>FIELD SERVICES:</b>  |                                              |                    |
|                         | CONSTRUCTION INTERN                          | \$118.00           |
|                         | CONSTRUCTION ENGINEER                        | \$222.00           |
|                         | CONSTRUCTION MANAGER                         | \$275.00           |
| <b>ADMINISTRATION:</b>  |                                              |                    |
|                         | ADMINISTRATION                               | \$118.00           |
| <b>EXPERT WITNESS:</b>  |                                              | \$392.00           |
| <b>DIRECT COSTS:</b>    | AT COST                                      |                    |
| <b>SUBCONSULTANTS:</b>  | COST PLUS 5 PERCENT                          |                    |
| <b>MILEAGE:</b>         | IRS RATE                                     |                    |

The above rate schedule is valid for the duration of the contract.



# City of Riverbank

## Request for Proposal (RFP)

for

## Wastewater Treatment Plant Expansion Feasibility Study

All Proposals must be submitted to:

City of Riverbank  
Attention: Marisela H. Garcia, City Manager  
6707 Third Street, Suite A  
Riverbank, CA 95367

*Deadline for Proposal Submittal:*

*Friday, October 3, 2025*

*12:00 p.m. PST*

## **I. INTRODUCTION**

The City of Riverbank (City) is seeking qualified firms capable of evaluating the feasibility of potential projects that can be undertaken to expand the treatment and disposal capacity of the Riverbank Wastewater Treatment Plant (WWTP). The purpose of this project is to conduct a comprehensive feasibility study to evaluate all viable options for expanding the existing wastewater treatment facility. The study will assess current system capacity and condition, forecast future demands, evaluate expansion alternatives (including on-site and off-site options), and recommend a preferred strategy based on technical, environmental, regulatory, and economic criteria. The Scope of Work is intended to meet the following objectives:

- Evaluate the current performance and capacity of the existing facility.
- Forecast future wastewater treatment needs based on projected population and industrial/commercial growth.
- Identify and assess all technically feasible options for expansion.
- Evaluate environmental, regulatory, and permitting considerations.
- Analyze capital and life-cycle costs of each alternative.
- Recommend a preferred expansion approach with justification.

## **II. CITY OVERVIEW**

The City of Riverbank is located in the Central San Joaquin Valley along the Stanislaus River. The City's crown jewel is Jacob Myers Park which offers its citizens an unsurpassed quality of life. Residents enjoy the many recreational activities provided by the river, quality parks, and mild climate. Riverbank is a general-law city with a Council-Manager form of Government. The City Council is comprised of a Mayor elected at large, and four council members each representing one of the four districts within the city. The City Council, the City Manager, and our operating departments are focused on the City's mission to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive.

Incorporated in 1922, the City serves a population of over 25,000. City departments and services include, Administration (including the City Manager's Office, City Clerk, Human Resources and Information Technology), Community Development (which includes Planning, Building, and Neighborhood

Improvement), Development Services (who oversees regulatory compliance, and capital projects), Finance, Public Works (including streets, sewer collection, water, and wastewater), and Parks & Recreation. Law enforcement services are provided via a contract with the Stanislaus County Sheriff's Department and Fire services are provided through the Stanislaus Consolidated Fire Protection District.

The City is experiencing significant growth with new housing and commercial developments with the most recent commercial development including Costco, Tractor Supply, amongst other major U.S. retailers.

### **III. RIVERBANK WASTEWATER TREATMENT PLANT**

The City of Riverbank (City) is exploring options to expand capacity at its wastewater treatment plant (WWTP) to accommodate future growth. The WWTP is located on the north side of the Stanislaus River in San Joaquin County at 23865 Santa Fe Road (APN's: 247-260-002, 247-250-04, and 247-250-22). The existing WWTP treats effluent to an equivalent secondary level and discharges the treated effluent to land on the WWTP site where it is disposed through percolation and evaporation. There are no existing water rights for reuse of the treated effluent. The treatment capacity of the WWTP is currently limited to approximately 1.8 million gallons per day (mgd) and capacity of the existing disposal ponds is limited.

Wastewater flows to the Riverbank WWTP are projected to increase up to approximately 6 mgd at city buildout. To accommodate growth, the WWTP facilities would need to be expanded, which would require consideration of a new permit from the Central Valley Regional Water Quality Control Board (RWQCB). The existing process of effluent disposal through percolation to groundwater would also likely be subject to regulation under the newly enacted Central Valley Salinity Alternatives for Long-Term Sustainability program as included in the Water Quality Control Plan for the Sacramento and San Joaquin River Basin (Basin Plan) through the Salt and Nitrate Control Program Basin Plan Amendments (CVRWQCB 2019, 2020). Although the WWTP is not located in a Priority 1 groundwater basin, it is likely to be subject to the nitrogen management requirements of this program in the near future. In addition, further improvements to the treatment method may be required based on water quality requirements.

Therefore, new and/or expanded means of treatment and effluent disposal, including reuse, are needed to accommodate future growth in the city.

The WWTP, which is located on the north side of the Stanislaus River in San Joaquin County within the Eastern San Joaquin Groundwater Subbasin, is surrounded by agricultural lands to the north, east, and west. A significant cone of depression that exists within the Eastern San Joaquin Subbasin east of Stockton has led to the overall decline in groundwater levels in the subbasin north of the WWTP site.

The City WWTP serves the approximately 2,485-acre city of Riverbank, the population of which in 2024 was approximately 25,290 people (California Department of Finance).

Influent to the WWTP includes flows from currently and historically active industrial discharges and domestic wastewater sources. The largest industrial dischargers include the Riverbank Army Ammunition Plant Local Redevelopment Authority and Aeriz, a cannabis cultivation facility. Domestic wastewater sources include residential, institutional, public facility, and commercial sources. Unit wastewater generation rates in the city range from 55 gallons per capita per day (gpcd) to 63 gpcd.

Influent wastewater flows (flows into the plant) from the city are affected by seasonal events. During the wet season, infiltration and inflow (I/I) (e.g., rainfall and groundwater seeping through cracks into sewer pipes or through other utility access points) increase influent to the plant; during dry-period flows, occurring predominantly in July, August, and September, flows are lower. Recent annual average flows have ranged from 1.49 million mgd to 1.61 mgd.

Seasonal increases in wastewater flows resulting from I/I typically occur in the months of December through March, but with occasional increases in influent flows occurring as late as May. Seasonal peak flows typically occur during very heavy rain periods, resulting in peak influent flows reaching more than 4.0 mgd. During the winter season, peak day influent flows frequently reach 2.3 to more than 3.0 mgd.

Annual average influent concentrations of biological oxygen demand (BOD) and total suspended solids (TSS), which range from 236 milligrams per liter (mg/L) to

428 mg/L and from 144 mg/L to 340 mg/L, respectively, are generally consistent with wastewater strength associated with a mixture of primarily residential flows with some commercial and industrial contribution.

Existing facilities at the City's 150-acre WWTP consist of a headworks system, two aerated treatment ponds, two polishing ponds, eight evaporation/percolation ponds, 13 groundwater monitoring wells, and associated piping and mechanical components. Flow is gravity fed through the system and controlled with system valving/piping. The WWTP is operated and maintained by one supervisor and two maintenance workers. Most of the WWTP facilities were constructed before the 1990s, and upgrades were made to the ponds in the early 2010s and to the aeration system in the mid-2010s.

A trestle over the Stanislaus River connects the City's sewer system to the WWTP. The collection system consists of 66 miles of gravity pipe and 10 sewer pump stations. The current average wastewater flow into the facility is approximately 1.6 mgd.

The headworks of the facility includes two parallel influent channels, each about 2.5 feet wide by 3 feet deep. One of the channels is equipped with a grinder, mechanical screen, screenings compactor, and Parshall flume with bubbler tube for flow metering. The second channel is equipped with a manual bar rack used as a bypass of the grinder and screen. The bypass channel is used during peak influent conditions (high rainfall events), when instantaneous inflow can exceed the Parshall flume's ability to reliably measure flows above 7 mgd. Because of the uncertainty of measurement in peak flows, it is anticipated that current peak wet weather flows may reach as high as 10 mgd. A composite autosampler is used to sample WWTP influent for water quality monitoring.

From the headworks, wastewater is directed to ponds T-1 and T-2 for treatment. These ponds operate in series as completely mixed aerated treatment ponds using the Biolac aeration system, which consists of four blowers, and numerous fine-bubble diffusers (tube assemblies) attached to moving chains that facilitate mixing and aeration of the wastewater. Each pond has a synthetic lining and was designed for a hydraulic retention time of 7.72 days (15.4 days total).

Effluent from the aerated ponds flows from pond T-2 to polishing ponds T-3 or T-4, and then the effluent from ponds T-3 and T-4 is disposed of by percolation and

evaporation in ponds P-2 through P-9 (see Figure 2-2). Ponds T-3 and T-4 are equipped with mechanical surface aerators. Pond T-3 has three 75-horsepower (hp) aerators, and T-4 has two 75-hp aerators. Effluent from pond T-3 is conveyed to pond T-4 and then flows into pond P-2, from which it is diverted to ponds P-3 through P-9 from various points within pond P-2 (see Figure 2-2). The City uses ponds P-2 and P-4 through P-7 as the primary means of disposal, and ponds P-3, P-8, and P-9 are used for supplemental disposal and storage during high-flow periods. Percolation through the pond bottom makes up the majority of treated wastewater disposal. Evaporation into the atmosphere is estimated to account for 15 percent of the monthly disposal volume in summer and less than 2 percent in winter.

Current discharge requirements for the WWTP are prescribed under Waste Discharge Requirements (WDRs) Order No. 94-100 and the associated monitoring and reporting program, which was adopted by the Central Valley RWQCB, on April 22, 1994.

#### **IV. QUALIFICATIONS**

The City may award a contract to the Firm(s) that, in its sole opinion, is the most capable of providing the range of services described in the RFP and in accordance with the long-term best interests of the City. To be considered for this project, the Respondent must demonstrate knowledge and experience in similar projects:

- Established record of the Respondent's ability to perform the work
- California municipal wastewater project references that can attest to the quality of the Respondent's past work
- An established record of technical performance on typical projects
- A proven record of on-time and on-budget performance
- Ability to effectively communicate with City Council, city staff, and community as needed and a demonstrated history of implementing projects in an open, transparent fashion with client's long-term interests in mind
- Comprehensive project team which includes key staff who have the requisite experience and demonstrated qualifications to complete all aspects of the project

The City reserves the right to investigate the qualifications of all Respondents under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the study.

## **V. TASKS AND DELIVERABLES (SCOPE OF WORK)**

### ***Task 1: Project Initiation and Data Collection***

- Kick-off meeting with stakeholders.
- Review of existing reports, as-built drawings, permits, SCADA data, and O&M records.
- Site inspections and interviews with plant operators and municipal staff.
- Deliverables: Kick-off meeting summary, Data inventory report

### ***Task 2: Needs Assessment***

- Analyze current facility performance and remaining capacity.
- Evaluate influent and effluent quality trends.
- Project future wastewater flows and loads (20-year horizon).
- Identify regulatory changes impacting treatment requirements.
- Deliverables: Needs assessment report, Flow/load projection models

### ***Task 3: Alternatives Identification and Screening***

- Identify feasible expansion strategies, including but not limited to:
  - On-site capacity expansion
  - Upgrade City of Riverbank WWTP to address:
    - Regulatory compliance, capacity issues, and future needs/flows using advanced treatment technologies
    - Effluent discharge requirements to the Stanislaus River
  - Satellite treatment plants
  - Regionalization or interconnection with nearby facilities (including those in neighboring jurisdictions) such as:
    - Send untreated wastewater to City of Modesto, all flows vs. side stream
    - Send partially treated wastewater to the City of Modesto, post treatment at City of Riverbank WWTP
  - Continue to design and build Riverbank Regional Recycled Water Plant

- Screen alternatives based on high-level feasibility, site constraints, and regulatory feasibility.
- Deliverables: Alternatives matrix, Preliminary screening report

***Task 4: Detailed Evaluation of Shortlisted Alternatives***

- Conduct technical, environmental, and regulatory analysis of selected alternatives.
- Perform conceptual engineering and footprint analysis.
- Estimate capital, O&M, and life-cycle costs.
- Evaluate constructability and phasing.
- Deliverables: Alternatives evaluation report, Conceptual site layouts, Cost estimates and comparison tables

***Task 5: Environmental and Regulatory Assessment***

- Identify permitting requirements (local, state, federal).
- Assess potential environmental impacts (land use, wetlands, air quality, noise, etc.).
- Conduct preliminary stakeholder and public agency consultation, if applicable.
- Deliverables: Environmental constraints map, Regulatory pathway summary

***Task 6: Recommendation and Implementation Plan***

- Recommend the most feasible and cost-effective expansion strategy.
- Develop an implementation roadmap including:
  - Phasing schedule
  - Preliminary funding/financing options
  - Risk assessment and mitigation strategies
- Deliverables: Final feasibility study report, Executive summary and presentation, Implementation roadmap

## **VI. SUBMITTAL CONTENT REQUIREMENTS**

The content requirements set forth in this RFP represent minimum requirements for Proposals. It is the Respondent's responsibility to include in its proposal all information requested in a concise manner. The Proposal should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify any such materials that it wishes to provide so that only directly relevant information is included in the Proposal.

Proposals should include:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm. A corporation submitting a proposal may be required to furnish a certificate as to its corporate existence and satisfactory evidence as to the officers authorized to execute the contract on behalf of the corporation.

If selected, the firm shall be requested to be properly licensed to do business in the City of Riverbank and the State of California.

2. Company Qualifications

- a. A brief description of the organization (limited to one page)
- b. Experience and qualifications of staff
- c. List the staff assigned to the project, title, responsibilities as it would relate to this engagement.
- d. Include resumes of each staff assigned.
- e. A list of five (5) references. Please include names, positions, and telephone numbers for the individuals identified in the qualifications.

3. Conflict of Interest Disclosure

Disclose any actual, potential, or perceived conflicts of interest that may exist between the Respondent, its proposed subcontractors or subconsultants (if any), and the City, its elected officials, employees, consultants, or agents. This item should address any potential conflicts of interest as identified in Senate Bills 1181 and Senate Bill 1243, commonly referred to as the Levine Act.

4. Related Experience and References

- a. Provide a brief summary of your experience in exploring and evaluating viable options for the expansion of wastewater treatment facilities.
- b. Provide a list of at least five professional references and their contact information.

5. Scope of Services

- a. Describe how your firm proposes to meet the Scope of Work and any additional services.
- b. An outline of action items and deliverables for each element listed in the Scope of Work.

6. Project Schedule

- a. Provide a timeline that shows the planned starting time and duration of each task in your scope of work.

7. Cost Proposal

- a. The Cost Estimate must include a breakdown of:
  - i. Person-hours per classification for each task/sub-task
  - ii. Billing rates per classification for each task/sub-task
  - iii. Direct labor costs
  - iv. Indirect costs
  - v. General and administrative costs
  - vi. Other direct costs such as equipment and materials
  - vii. Subcontractor costs

**VII. CALENDAR OF EVENTS**

The following RFP Calendar of Events represents the City of Riverbank's best estimate of the schedule that shall be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Calendar of Events shall be provided to all Proposers in the form of an addendum.

| <b><i>Event</i></b>                     | <b><i>Date</i></b>  |
|-----------------------------------------|---------------------|
| Issue Date of RFP                       | August 18, 2025     |
| Deadline for Proposer Questions         | September 5, 2025   |
| Submittal Date                          | October 3, 2025     |
| Review Period of Proposals & Interviews | October 13-17, 2025 |
| Contract Award                          | October 28, 2025    |
| Service Agreement Start Date            | November 3, 2025    |

**VIII. CONTACTS**

Any questions related to this RFP should be directed via e-mail to staff members below:

Marisela H. Garcia, City Manager at [mhgarcia@riverbank.org](mailto:mhgarcia@riverbank.org)

Cody Bridgewater, Director of Public Works at [cbridgewater@riverbank.org](mailto:cbridgewater@riverbank.org)

## IX. RFP AMENDMENT AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be posted on the City's website [www.riverbank.org](http://www.riverbank.org).

## X. EVALUATION CRITERIA

The City will evaluate the proposals in several critical areas listed below:

| Scoring Criteria                                                                                                                                                | Possible Points |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Proposal Submission                                                                                                                                             | 15              |
| <input type="checkbox"/> <b>Quality of the Proposal</b>                                                                                                         |                 |
| <input type="checkbox"/> <b>Conformance with RFP Guidelines</b>                                                                                                 |                 |
| <input type="checkbox"/> <b>Alignment with the Areas of Focus</b>                                                                                               |                 |
| Qualifications                                                                                                                                                  | 35              |
| <input type="checkbox"/> <b>Expertise in the fields necessary to execute the proposal</b>                                                                       |                 |
| <input type="checkbox"/> <b>Recent relevant experience of team members</b>                                                                                      |                 |
| <input type="checkbox"/> <b>Professional qualifications and education of team members capacity (list # of projects in progress) and impacts on this project</b> |                 |
| <input type="checkbox"/> <b>Verifiable record of past successes</b>                                                                                             |                 |
| <input type="checkbox"/> <b>References</b>                                                                                                                      |                 |
| Project and Implementation Plan                                                                                                                                 | 30              |
| <input type="checkbox"/> <b>Methodology for data collection, analysis, and reporting</b>                                                                        |                 |
| <input type="checkbox"/> <b>Approach for demands from diverse stakeholders</b>                                                                                  |                 |
| <input type="checkbox"/> <b>Project Management Plan (work breakdown structure, phases, tasks, timeline)</b>                                                     |                 |
| Pricing                                                                                                                                                         | 20              |

|                                                                                                                                    |            |
|------------------------------------------------------------------------------------------------------------------------------------|------------|
| <input type="checkbox"/> <b>Please provide your best proposal. Any Proposals missing the pricing section will be disqualified.</b> |            |
| <b>Total Points for Written Proposal</b>                                                                                           | <b>100</b> |

The City shall make an award recommendation to the respondent whose proposal represents the best overall value solely determined by the City. The City's determination shall not be subject to appeal.

## **XI. RFP PROCESS AND SUBMISSION REQUIREMENTS**

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm's name. It is the responsibility of the firm to ensure that proposals are received by the City by the due date and time stated on the cover of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile or electronic mail (email).

Five (5) original and one (1) digital copy in PDF format of the proposal are required and must be submitted and received no later than 12:00 PM (PST) October 3, 2025 to the address below. The original must be clearly marked and contain original signatures. Proposals will not be accepted after this deadline.

Faxed or e-mailed proposals will not be accepted.

**City of Riverbank  
Attn: City Manager  
6707 Third Street  
Riverbank, CA 95367**

## **XII. GENERAL TERMS AND CONDITIONS**

- *Collusion*

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of, or on behalf of, any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to

refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

- *Gratuities*

No person will offer, give, or agree to give, any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City.

- *Required Review and Waiver of Protests*

Proposers should carefully review this RFP and all attachments, including but not limited to the Consultant Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposer Questions" detailed in the Calendar of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposer Questions.

- *Nondiscrimination*

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- *Proposal Preparation Costs*

The Proposer is responsible for any and all costs associated with the preparation, submittal, and presentation of any proposal.

- *Proposal Errors*

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal. The City, at its discretion, has the right to accept or reject a proposal in part or whole due to errors and/or omissions of the response.

- *Incorrect Proposal Information*

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the sole discretion of City.

- *Consequence of Submission of Proposal*

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to perform services in accord with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the proposer to enter into an agreement with the City using the Consultant Services Agreement template attached hereto.
- The agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer.

The proposals received shall become the exclusive property of the City. At such time a recommendation of award to the Riverbank City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code Section 7924.510(f) and which are so marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY” (collectively, “privileged

information”). The City will promptly notify a Proposer that a request seeks disclosure of privileged information. Except as otherwise required by law, the City may, but is not required to, take any affirmative action to seek exemption of the disclosure of said privileged information, if any such exemption is applicable. Independent of any City action, it shall be the sole responsibility of any Proposer to take any and all necessary action(s) to protect said Proposer’s privileged information, including but not limited to, seeking a protective court order. Additionally, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found technically unacceptable. The City shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, agents or employees.

- *Assignment and Subcontracting*

The selected Proposer who executes the contract with the City may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP outside the United States of America.

- *Proposal of Additional Services*

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

- *Lack of Funding*

The City may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to reduction or termination.

- *Terms of Payment*

Payment for monthly services shall be paid on a “Net 30” basis, in accordance with the Agreement terms.

- *Laws and Venue Governing Contract*

The contract shall be governed in accordance with the laws of the State of California. The parties will stipulate that the contract will be entered into in the County of Stanislaus, in the State of California. The parties will stipulate that venue for any dispute arising out of the contract shall be with the Superior Court for the County of Stanislaus, California.

- *Rights of the City of Riverbank*

The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposal;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals, if necessary, for any reason;
- Remedy errors in the Request for Proposal process;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all, or none of the Proposers;
- Select other than the lowest offer;
- Waive defects or irregularities in any and all proposal;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

### **XIII. CONTRACT TEMPLATE**

See Attachment

## 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 \_\_\_\_\_, a [California limited liability company] (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** City has [issued a request for proposals (“RFP”) for consultant services / determined that consultant services are required] for the preparation of \_\_\_\_\_ in connection with the \_\_\_\_\_ application (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 \$ [REDACTED].

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

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

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

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

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

**8. Performance by Key Employee.** Consultant has represented to City that [REDACTED] 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

## 19. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY:**

CITY OF RIVERBANK, a California  
municipal corporation

By: \_\_\_\_\_  
Marisela H. Garcia, City Manager

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

Approved as to Form:

\_\_\_\_\_  
Tom Hallinan, City Attorney

**CONSULTANT:**

\_\_\_\_\_, a [California limited  
liability company]

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

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

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

## **EXHIBIT A**

### **Services**

## **EXHIBIT B**

### **Rate Schedule**