

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, DECEMBER 09, 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- California Health Collaborative- Tobacco Prevention Efforts in Riverbank** It is recommended that the City Council receive a presentation from David Cisneros - Program Coordinator and Jorge Yepez - Community Engagement Coordinator with California Health Collaborative, on a project focused in Riverbank called “Compromiso Adelante” – Tobacco Prevention.

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

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

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 November 25, 2025.

Item 9.3 **Acceptance** of the Callander Avenue Improvements Project and Authorization to File a Notice of Completion.

Item 9.4 **Resolution** Adopting by Reference Fair Political Practices Commission Title 2, Division 6, California Code Sections 18730 and 18730.1; the 2025 Conflict of Interest Code List of Designated City Positions; and the Related Economic Interest Disclosure Categories

Item 9.5 **Resolution** Approving of Change Order #2 by JB Anderson Land Use Planning and Proposal by MCR Engineering for Services Related to the Jacob Myers Park Trail Expansion Project.

10. PUBLIC HEARING

The Public Notice for Item 10.1 was published on 11/26 in the Riverbank Newspaper.

Item 10.1 **Resolution Accepting the Fiscal Year 2024-25 Annual AB 1600 Report of System Development Fee Activity-**It is recommended that the City Council adopt a Resolution accepting the Fiscal Year 2024-25 Annual AB 1600 Report of System Development Fee Activity.

11. NEW BUSINESS

Item 11.1 **Receive Direction from City Council Regarding the Next Steps for Pest Control Services for City-Owned Facilities.** It is recommended that the City Council receive an update on the Request for Proposals for Pest Control Services for City-Owned facilities and provide direction to staff regarding the next steps.

Item 11.2 **A Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association for the Term of January 1, 2026 to December 31, 2028, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment-**It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association.

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 **LIABILITY CLAIMS**
(Pursuant to Govt. Code § 54961)
Claimant: Sydney Nightengale
Agency Claimed Against: City of Riverbank

14. REPORT FROM CLOSED SESSION

Item 14.1 **Report from Closed Session Item 13.1**
LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Sydney Nightengale
Agency Claimed Against: City of Riverbank

15. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, January 13th, 2026**

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 4th Day of December 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.



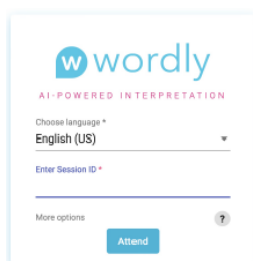
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

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: December 09, 2025

Subject: Presentation- California Health Collaborative- Tobacco Prevention Efforts in Riverbank

From: Marisela H. Garcia, City Manager

Submitted by: Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council receive a presentation from David Cisneros - Program Coordinator and Jorge Yopez - Community Engagement Coordinator with California Health Collaborative, on a project focused in Riverbank called Compromiso Adelante – Tobacco Prevention.

SUMMARY

The California Health Collaborative (Collaborative) is a nonprofit 501(c)3 organization committed to enhancing the quality of life and health of the people of California, particularly the underserved and underrepresented. Founded in 1982 and headquartered in Fresno, California, the Collaborative has multiple offices throughout California including Hanford, Visalia, San Bernardino, and Sacramento serving residents throughout the state. From health education and nutrition to prevention, mental wellness, and family support, California Health Collaborative programs are designed to help individuals and communities thrive.

Compromiso Adelante means “engagement ahead” and is a tobacco control program located in Stanislaus County. Like many rural central valley counties, the smoking rate in Stanislaus County is higher than the state rate, 15.5 vs 6.7 percent and tobacco-related diseases take a larger toll in Stanislaus County than elsewhere in the state. The Latino population accounts for 48 percent and is the largest ethnic group in the county. Statewide, adult smoking prevalence rates are somewhat lower among Latinos than among non-Hispanic Whites, however in Stanislaus County Latino’s have the highest smoking rate of all ethnic groups in the county.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Presentation Slides

Tobacco Retail License Best Practices in Riverbank

Presented by:
David Cisneros & Jorge Yepez



Why update now?

- Youths still have easy access to tobacco products
- Local enforcement is needed for state tobacco laws
- Riverbank has already started their TRL process



Understanding the Tobacco Retail License

A Tobacco Retail License (TRL) is a **local authorization** that enables vendors to sell tobacco products within city limits. It plays a crucial role in enforcing state laws regarding tobacco sales, ensuring compliance while supporting local retailers. The TRL also generates revenue that can be used for community health initiatives, education, and enforcement activities. By providing a framework for responsible tobacco sales, the TRL aims to protect youth and promote public health, creating a safer environment for all residents.



Local Youth Tobacco Access

21%

of stores in Riverbank
illegally sold tobacco products
to youth under age 21

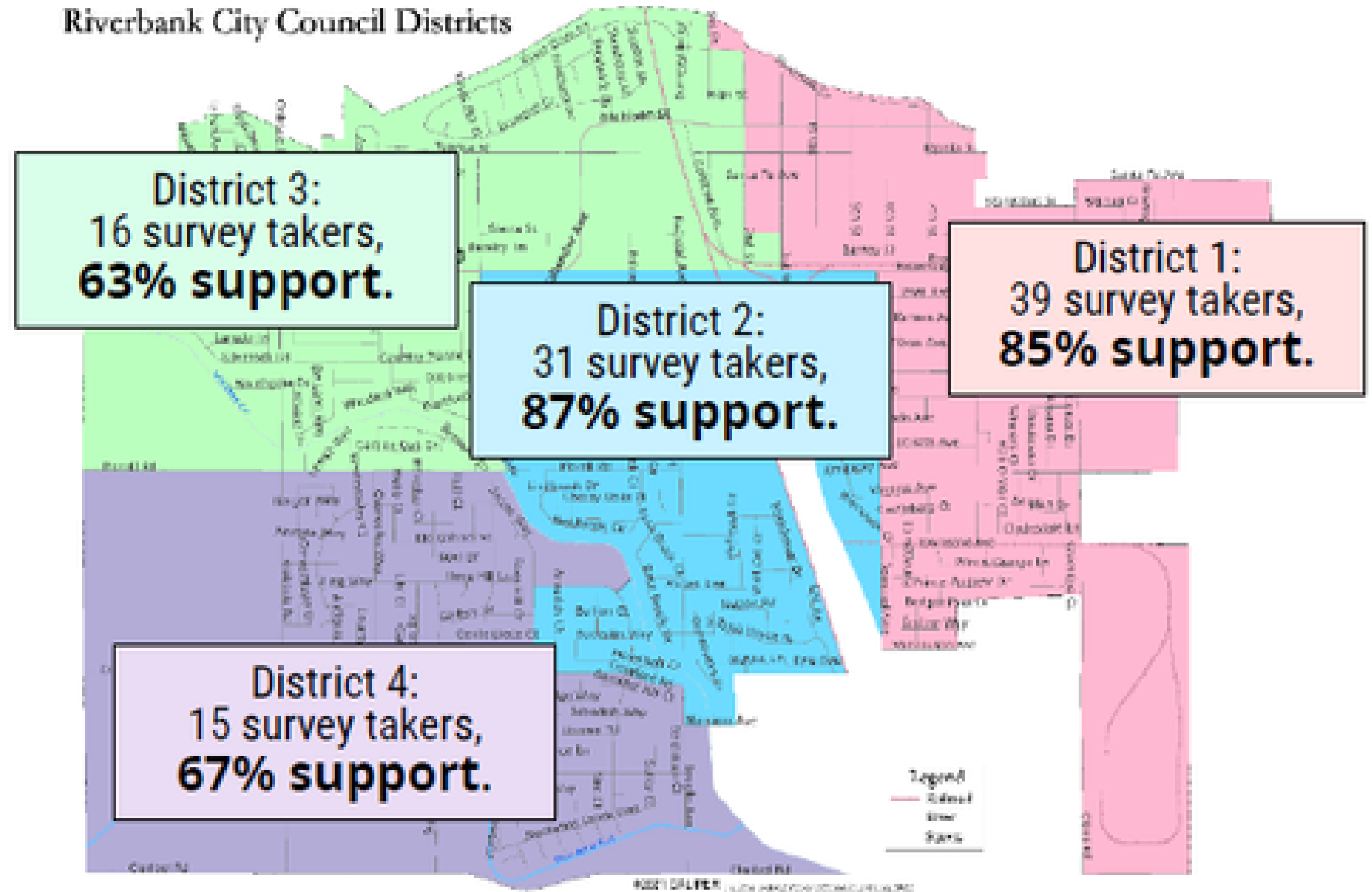


Support by City Council District

*Would you be in favor of a law that requires store owners to have a **local license to sell tobacco?****

*5 survey takers skipped this question or did not specify their district

Riverbank City Council Districts



Existing TRL Features

Proximity

500 ft distance from schools and parks.

Penalties

Consequences increase for repeated violations and non-compliance.

Suspension Rules

Retailers face temporary suspension for infractions.

Annual License

Requires yearly renewal for retailers' accountability.

No Sale to Minors

Prohibits sales of tobacco-related products to minors.

Reasons to Update Now

- **Strengthen** youth protection with updated measures
- Ensure consistency for local **retailers** following state laws
- Learn from **Ceres'** successful 2025 model implementation
- Support community **compliance** and enhance public health initiatives



Youth protection



Retailer Compliance



Public Health

Ceres' 2025 TRL Success

Proximity

Distance restrictions for smoke shops

Annual License

\$550 to issue then \$450/year

Penalties

Consequences increase for repeated violations and non-compliance.

No Sale of E-Cigarettes

Prohibits sales of electronic cigarettes and vape devices.

Suspension Rules

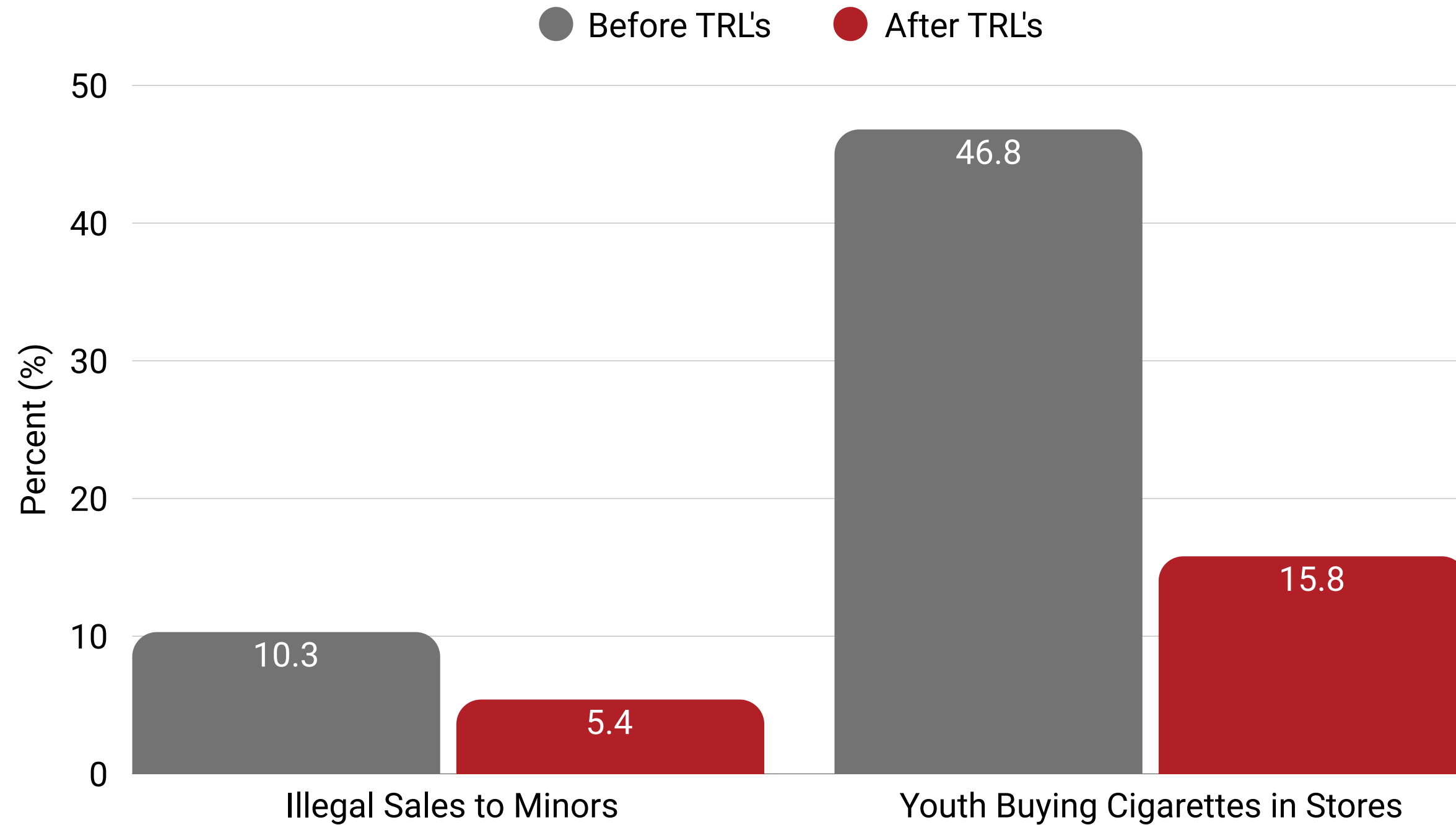
Retailers face license suspension for infractions.

Percent of stores that sold to youth Before and After Adoption of TRL³

City /County	Date Passed	Population	Before Adoption	After Adoption
Yolo County	2006	225,251	28%	7.8%
Morgan Hill	2014	45,952	15%	0%
Oroville	2013	19,712	22.6%	0%

***Data from PETS Database**

Stronger Retail Licensing = Lower Youth Access in California



California Tobacco Control Source: Program (CTCP) Evaluation Report, 2020

Strong TRL Policies Vs. Weak Policies

39% lower odds of ever smoking cigarettes

49% lower odds of past-30-day smoking

33% lower odds of beginning smoking as young adults

26% lower odds of starting e-cigarette use

Bottom line: Stronger retailer licensing laws — those with enforcement and accountability — are associated with substantially lower youth smoking and vaping.

Source: Astor RL, Urman R, Barrington-Trimis JL, et al. Association of Tobacco Retail Licensing Ordinances With Youth Smoking. Pediatrics. 2019;143(2):e20173536.

Develop & Update Policy

Education & Enforcement

Implementation



Sec. [____ (*3)]. SALE OF FLAVORED TOBACCO PRODUCTS
PROHIBITED.

- (A) FLAVORED TOBACCO PRODUCT SALES PROHIBITED. It shall be unlawful for any tobacco retailer to sell any flavored tobacco product.
- (B) PRESUMPTIVE FLAVORED TOBACCO PRODUCT. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has a taste or smell other than tobacco shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

Sec. [____ (*4)]. TOBACCO PRODUCT PRICING AND PACKAGING.

- (A) PACKAGING AND LABELING. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.
- (B) DISPLAY OF PRICE. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.

Other Plug-Ins

Density Caps

Limits on retailers to prevent clustering.

Pack Sizes

Regulates the number of cigarettes per pack.

Flavored Restrictions

Bans flavored tobacco to reduce youth appeal.

Minimum Prices

Ensures tobacco products are not discounted.

Advertising Controls

Restricts promotional content targeted at youth.

Enforcement Funding

Provides resources for effective regulation and compliance.

TRL Fee Calculator

Licensing Program Applications and Renewals					
Staffing costs	Staff training, drafting and reviewing license applications, conducting background checks, issuing licenses				\$ -
Staff training				\$ -	
Developing, updating and reviewing license applications				\$ -	
Conducting background checks				\$ -	
Developing and updating protocols and communications				\$ -	
Entering data in and maintaining database of tobacco retailers; running monthly reports				\$ -	
Monitoring license expirations				\$ -	
Verifying tobacco retailer information				\$ -	
Reviewing and signing applications				\$ -	
Preparing reports, communicating with City/County Staff				\$ -	
Maintaining financial records				\$ -	
			Staffing subtotal	\$ -	
Equipment and supplies	Paper, computers, printing			\$ -	\$ -
Printing and mailing	USB drives, envelopes, paper, postage			\$ -	\$ -
Meeting costs	Non-staff costs associated with meetings specific to the application and renewal process			\$ -	\$ -
Processing payments	Non-staff costs associated with implementing a system to process fees (licensing and administrative)			\$ -	\$ -
Filing and recordkeeping/ database development	Database IT development and maintenance of database and reporting systems			\$ -	\$ -
Other costs				\$ -	\$ -

Checklist for Successful Implementation

Item		Entity Responsible	Recommendations
	Develop a system for collecting, tracking and managing tobacco retail licensing (TRL) fees and fines.	Development Services Department / Finance Department	Electronic tracking system with integration into existing financial databases recommended.
	Develop protocols for conducting compliance checks.	Sheriff's Department / Code Enforcement	Recommended use of an administration protocol from the CDTFA.
	Develop protocols for conducting undercover operations.	Sheriff's Department / Code Enforcement	Recommended use of protocol from California Department of Public Health.
	Provide materials to retailers (banned/ approved products, assistance directories).	Sheriff's Department / Code Enforcement	Recommended use of Public Health & DOJ lists.

**Unflavored Tobacco List Coming
Soon!**

Key Benefits of TRLs

Data Backed Best Practice

Over 200 Jurisdictions in California have passed a TRL

Reduced Youth Access

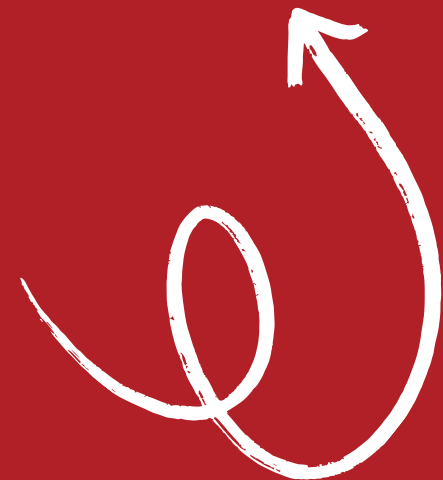
Youth access can be addressed with strong policies

Local Control

Tailored ordinance that best fits the community



**CALIFORNIA HEALTH
COLLABORATIVE**



Thank You

Supporting Youth and Community Health

Questions?

David Cisneros

dcisneros@healthcollaborative.org

Jorge Yepez

jyepez@healthcollaborative.org

Sources

- **Astor RL, Urman R, Barrington-Trimis JL, et al. Association of Tobacco Retail Licensing Ordinances With Youth Smoking. *Pediatrics*. 2019;143(2):e20173536.**
- **California Department of Public Health, California Tobacco Control Program. (2020). Evaluation Report — CDC-RFA 15-1509 & DP 14-1410: National State–Based Tobacco Control Program. Sacramento, CA: CDPH.**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	December 9, 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:	December 09, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for November 25, 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 November 25, 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 November 25, 2025
2. Written Public Comment- Rich Holmer (Item 9.3, 11.3, 11.4)

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, NOVEMBER 25, 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.

None Declared.

7. PRESENTATIONS (Informational only)

- Item 7.1** **Proclamation- Veterans and Military Families Month – November 2025-**
It is recommended that the City Council read the Proclamation for Veterans and Military Families Month – November 2025 and present to American Veterans First.

Mayor Hernandez read and presented the proclamation in honor of Veterans and Military Families Month to American Veterans First.

- Item 7.2** **Presentation- Traffic Committee-** It is recommended that the City Council receive a presentation from Cody Bridgewater, City of Riverbank Director of Public Works, regarding the Traffic Committee, and its duties to the City of Riverbank.

Director of Public Works Bridgewater gave a PowerPoint presentation on the Traffic Committee and its duties.

- Item 7.3** **Presentation-Opportunity Stanislaus Memorandum of Understanding-**
City Council to review and provide guidance on the program offerings by Opportunity Stanislaus.

City Manager Garcia gave a comprehensive PowerPoint presentation on the program offerings from the Opportunity Stanislaus Memorandum of Understanding.

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 6:36 P.M.

Darlene Barber-Martinez, Riverbank Chamber of Commerce to share upcoming events for both the Riverbank Chamber of Commerce and Central Valley Resources.

Randy Richardson, Pastor Riverbank Assembly of God to extend an invitation for an upcoming Community Thanksgiving Dinner.

Diego Hernandez, Riverbank resident to request more information from Bartle & Wells & Associates.

Michael Christie, Riverbank resident to thank Councilmember Call for a great fundraiser event for Shop with a Cop.

Milt Trieweller, Stanislaus County to express his opposition to the RiverWalk Project.

Mayor Hernandez closed the Public Comment Period at 6:47 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 October 28, 2025.

Item 9.3 **Resolution** Approving the Consultant Services Agreement with Black Water Consulting Engineers, Inc. for the Preparation of the Wastewater Treatment Plant Expansion Feasibility Study.

Item 9.3 pulled for Public Comment.

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

ACTION: *By motion moved and seconded (Uribe/ Fosi 5/0) to approve Consent Calendar Items 9.1 and 9.2 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

Item 9.3 **Resolution 2025-109** Approving the Consultant Services Agreement with Black Water Consulting Engineers, Inc. for the Preparation of the Wastewater Treatment Plant Expansion Feasibility Study.

Diego Hernandez, Riverbank resident, seek further clarification on Item 9.3.

Rich Holmer, Riverbank resident provided written comment (Exhibit A- Attached).

ACTION: *By motion moved and seconded (Uribe /Call 5/0) to approve Consent Calendar Item 9.3 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

10. PUBLIC HEARING- No Items Scheduled.

11. NEW BUSINESS

Item 11.1 **A Resolution Approving the Appointment of Alex Rodriguez, as Alternate to the Planning Commission Effective January 1, 2026.-** It is recommended the City Council consider Mayor Hernandez's nomination to fill one (1) upcoming vacancy for an Alternate Planning Commissioner seat, for a full 2 -year term effective January 1, 2026, and ending December 31, 2027.

City Clerk Hernandez gave a comprehensive staff report on the recommendation to appoint Alex Rodriguez to the position of Alternate Planning Commissioner.

City Council discussed item with staff.

Mayor Hernandez brought the item back to City Council

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve **Resolution 2025-110** to Appoint Alex Rodriguez as Planning Commissioner Alternate.*

*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 **Receive Direction from City Council Regarding the Next Steps for the Proposed Jacob Myers Park Trail Expansion Project.** - It is recommended that the City Council receive an update on the Jacob Myers Park Trail Expansion Project and provide direction to staff regarding the next steps.

Director of Parks & Recreation Patton gave a comprehensive staff report and PowerPoint presentation on the proposed Jacob Myers Park Trail Expansion Project and requested City Council direction for the next steps on the project.

City Council discussed item with staff.

Diego Hernandez, Riverbank resident opposition on Item 11.2.

Michael Christie, Riverbank resident to provide input on Item 11.2.

Mayor Hernandez brought the item back to City Council

DIRECTION: *By motion moved and seconded (Fosi / Uribe 5/0) to move forward with Option #2- Direct staff to move forward with the contract amendment submitted by Moore Biological Consultants Inc. and approve the proposal by MCR Engineering and direct staff to complete the steps described previously.*

*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 Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I to KSN, and Authorize a Budget Appropriation in the amount of \$194,310.00 from the Sewer Fund 106-** It is recommended that the City Council award the contract change order for the Value Engineering phase of design for the Riverbank Regional Recycled Water Project – Phase I to KSN, authorize the City Manager to execute a contract with said firm in the amount of \$194,310.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

Director of Public Works Bridgewater gave a comprehensive staff report and PowerPoint presentation on the Contract change order for Value Engineering for the Regional Recycled Water Project- Phase I to KSN.

City Council discussed item with staff.

Diego Hernandez, Riverbank resident to express his opposition to Item 11.3.

Randy Richardson, Riverbank resident in favor of Item 11.3.

Michael Christie, Riverbank resident to seek clarification on Item 11.3.

Darlene Barber-Martinez, Riverbank resident in favor of Item 11.3.

Jami Aggers, Stanislaus County resident to express her concerns and seek clarification on Item 11.3.

Rich Holmer, Riverbank resident provided written comment (see attached).

Mayor Hernandez brought the item back to City Council

ACTION: *By motion moved and seconded (Hernandez / Fosi 4/1) to table Item 11.3 to the January 13, 2026 City Council Meeting.*

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

Item 11.4 **A Resolution to Approve a Contract Change Order for Value Engineering for the Regional Recycled Water Project – Phase I to Brown and Caldwell, and Authorize a Budget Appropriation in the amount of \$138,475.00 from the Sewer Fund 106.-** It is recommended that the City Council award the contract change order for the Value Engineering phase of 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 \$138,475.00 and authorize a budget appropriation from Sewer Fund 106 for said contract.

Director of Public Works Bridgewater gave a comprehensive staff report and PowerPoint presentation on the Contract change order for Value Engineering 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 to Item 11.4.

Jami Aggers, Stanislaus County resident to express her concerns and seek clarification on Item 11.4.

Mayor Hernandez brought the item back to City Council

ACTION: *By motion moved and seconded (Hernandez / Uribe 4/1) to table Item 11.4 to the January 13, 2026 City Council Meeting.*

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

12. COMMENTS/REPORTS

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

Item 12.1 Staff

City Manager Garcia:

- All city offices will be closed this Thursday and Friday for the Thanksgiving holiday. Should residents have a street, water, or sewer emergency, please call our Public Works hotline at 209.869.7128.
- A reminder to residents that sandbags are available at Public Works Corporation yard just outside of the main gate. Please bring your own shovel. We do have the sand and the bags available there.
- The deadline to submit your application and design for the City Flag design contest is Monday, December 1st. Get creative and don't hesitate to submit your application. For more information on the design guidelines, please visit our website at www.riverbank.org.
- The third draft of the Housing Element has been submitted to the state after the 7-day review period. HCD does have 60 days to respond, which takes us to about January 19th to receive those. Those interested in reading the updates, please visit the Planning division web page on our website. In addition, the Planning division has issued a request for proposals for an update to the Citywide System Development fee program. The goal of the study is to update our fee program to establish new infill development and transit-oriented development fees to support infill housing and transit accessible development. This update is being funded by the regional early action plan funding from the state of California. Information on the RFP can be found on the bids and requests for proposals page on the city's website. Proposals are due by January 7th.
- On behalf of city staff, a special thank you to Ben Ruben for his five years of service to the Riverbank community on our Planning Commission and we wish him the best.

Item 12.2 Council/Authority Member

Vice Mayor Fosi:

- December 7th, the Riverbank Historical Society will be having an event at Red Robin where they'll donate 20% of all services to Riverbank Historical. You'll just need to mention Riverbank Historical when you go in there. We appreciate you going and having a big family meal.
- No meetings for December for the Riverbank Historical Society or the Riverbank Women's Group.
- On December 6, the Riverbank Women's Group and Soroptimists Group, will be having a holiday lunch at the Community Center December 6, 2025 from 11:00 am – 2:00 pm. If you'd like to purchase tickets or want to do a table, please contact me.
- I just want to say happy Thanksgiving to everybody. I hope you have safe travels and be safe when you're out there traveling. There's going to be a lot of people on the road. So, have a great Thanksgiving.

Councilmember Uribe:

- *Thank you, Marisela, for sharing the information on the City Flag submission. So, my comment is going to be short as well.*
- *Happy Thanksgiving to everybody. Black Friday, I know the deals are going to be out there. Everyone's going to be shopping at all the big stores, but don't forget to shop local. Support those mom and pops here locally all that gets reinvested into our community. So, support try to do both if you can. So happy holidays.*

Councilmember Pimentel:

- *On the 20th Community Praise Tabernacle, along with the assistance from Love Riverbank hosted a Community dinner. They fed almost 400 people. It was a great turnout. I want to thank the Mayor and Councilmember Uribe, for showing up and supporting. It was a great chance for the community to come together and just to have a nice hot meal. So, it was a good turnout.*
- *Also, on December 6th, Community Closet will be at St. Frances of Rome Church. If you have donations, you can drop them off or reach out to me or if you would like to be a part of helping them, reach out to Mary Lou at St. Frances of Rome Church.*
- *I also want to say the roads are very busy, so stay safe and everyone have a Happy Thanksgiving.*

Councilmember Call:

- *A couple weeks ago, I attended the Stanislaus Homeless Alliance, where I was able to share our day use facility shower statistics, so I just wanted to share those for the month of October. In October, we provided 269 showers and 235 meals to those in need. Then I also wanted to let you all know that Donny is leaving for those who may or may not know. So, Sierra House is seeking another Program Manager.*
- *During the Homeless Alliance meeting, we discussed attainable housing, which is a little bit different than affordable housing. It's actually a lot bit different, but it is more for those who have really amazing jobs they just can't afford a house because housing is so expensive. So, it's hitting that \$200 to \$350,000 home mark. So, there's a new project going in in Patterson. So, I'm hoping to share that information with both Josh and Marisela to see how we could possibly visit that in our city.*
- *I went to the Office of Emergency Services, Stanislaus County Disaster Council, where they reviewed a West Side evacuation plan for those unfamiliar with that area, that is the Diablo Grande area, who had the wildfires recently. There really is only one way in and one way out. There is another road that goes into Santa Clara County, but it is really challenging for those when there is an emergency. So, we are able to review that plan.*
- *And then just a reminder that respiratory virus season is upon us. So, if you are sick, please stay home. Please do not kill children that are not yours.*
- *I also did my Future in Focus tours at Aemetis where Assemblyman Juan Alanis's office and five other constituents were there. It is absolutely incredible*

when you tour that Industrial Complex, because the first time you are just overwhelmed because of the rich history within that complex, as well as all of the sustainable manufacturing there. The second time you go things start sounding a little more familiar and you are like, okay, I remember that. But the third time, once you really get to see and hear, you're starting to really grasp the things that are happening there and the plans that Aemetis has for that property. So, if you haven't toured the facility, I encourage you to reach out to one of your Councilmembers to get a tour of the facility to hear about not only the rich history, but to see the sustainable manufacturing happening there. There's an incredible amount of flat screen TVs coming into that facility and with machines and whatever else they are using, they're able to separate the circuit boards from the plastic, from the glass and really filter it out and then melt those items eventually. They are working on, that's the next phase of their project. So really cool. I encourage it.

- *At Comedy for a Cause we were able to raise over \$2,600 for Riverbank Police Services Shop with a Cop program. So, I wanted to thank Councilmember Uribe, Councilmember Pimentel, and Sister Cities many of my constituents showed up. Michael Christie and Stanislaus Latino Chamber, they actually came they roll deep they had 20 people there to support the cause so that was really exciting.*
- *And then lastly, it's getting cold bring your pets inside or give them somewhere warm to sleep outside. And then for those who are seeking a warming center, our Community Center at 3600 Santa Fe Street is a warming center during the senior event time that's Monday, Tuesday, Thursday, 9:00 am to 1:00 pm and Friday 10:00 am to 12:00 pm. So, I encourage you, if your heaters aren't working to go to the Community Center, warm up a little bit and then bear the cold a little bit.*

Item 12.3 Mayor/Chair

Mayor Hernandez:

- *One last shout out for the night to our Veterans and American Veterans First for a successful open house and ribbon cutting and then a subsequent resource fair. I know all of us are committed to the ongoing support for American Veterans First, and this statistic that we're throwing out that that Riverbank houses the highest per capita veterans in the County. And so that's something that we're looking to continue to support.*
- *The Youth Council is continuing to meet and I would say they are figuring it out. They are figuring out how to communicate with each other, how to communicate with staff, and how to work best together. So, it's a work in progress. But I'm really proud of the work that they are doing.*
- *StanCOG, we have the Interim Executive Director that is subtly now in probably week two, but is doing great work and assessing gaps and helping build the morale back with the staff there.*

- *I am on the Board of Directors of the Boys and Girls Club, and we recently had a Strategic Planning meeting and hoping to bring their services and a few of us have had conversations to Riverbank*
- *On my Meet the Mayor, if you didn't see me I was dressed up as a character from a popular Netflix movie, and I had a woman approach me on Halloween, interested in doing a girls' basketball pilot program to train the girls here in Riverbank to allow them to be more competitive and to get some expert knowledge in the sport? And, I mean, we turned it around in maybe a week. And yesterday 40 girls attended the pilot program, and today 50 girls attended the pilot program. All middle school ages. They are super excited to continue this program. So, we're going to be doing a little bit of a presentation with the school board to kind of pitch them the idea of supporting the program on an ongoing basis.*
- *Finally, I want to say, in the spirit of the holiday, I'm thankful for this Council and how everyone has stepped up in their passion projects in the community, because it's amazing to see all the effort in the community. I am thankful for the Staff and I'm thankful for all the Residents and though we have differing opinions, I think that's what makes this really robust and more fulfilling to do so I appreciate you all.*

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 LEGAL COUNSEL– ANTICIPATED LITIGATION**
Significant Exposure to Litigation (Pursuant to Govt. Code § 54956.9(d))
Number of Potential Cases:1

Item 13.2 **LIABILITY CLAIMS**
(Pursuant to Govt. Code § 54961)
Claimant: Anthony Campos Martinez, A Minor,
by and through Alma Campos
Agency Claimed Against: City of Riverbank

Item 13.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**
(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

There being no public comment, Mayor Hernandez motion to closed Session at 8:26 P.M.

Reconvened from Closed Session at 9:20 P.M.

14. REPORT FROM CLOSED SESSION

Item 14.1 **Report from Item 13.1**
CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION
Significant Exposure to Litigation (Pursuant to Gov. Code § 54956.9(d))
Number of Potential Cases:1

DIRECTION: *Direction was provided to staff.*

Item 14.2 **Report from Item 13.2**
LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Anthony Campos Martinez, A Minor,
By and through Alma Campos
Agency Claimed Against: City of Riverbank

DIRECTION: *Direction was provided to staff.*

Item 14.3 **Report from Closed Session Item 13.3**
CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
(Pursuant to Govt. Code § 54956.8)
Property: 3300 Atchison Rd. (APN: 132-009-069)
Agency Negotiator: Marisela H. Garcia, City Manager
Property Negotiator: Del Rio City Center, LLC.
Under Negotiation: Price, terms of payment, or both

DIRECTION: *Direction was provided to staff*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 9:21 P.M.to the next regular scheduled City Council / LRA Meeting of December 9,2025 at 6:00 P.M.

ATTEST: (Adopted 12/09/2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

From: [Richard Holmer](#)
To: [City Clerk](#)
Subject: 11-25 Agenda-Items 9-3, 11-3 and 11-4
Date: Tuesday, November 25, 2025 4:42:07 PM

[REDACTED]

Dear Ms. Hernandez:

I just had an opportunity to review tonight's City Council agenda and would like to comment on it.

I am pleased to see you are awarding a feasibility study for the Waste Water Treatment plant. There are several recommendations that could come out of this. Of course you could have a stage 3 plant, but the most cost effective could be a stage 2, continue with the current plant(plus some upgrades, particularly the funding of a pipe under the river to carry waste flow) or the Modesto alternative.

What I was shocked to read was awarding contracts on items 11-3 and 11-4. Basically awarding over \$300,000 to continue planning the stage 3 sewer plant. Talk about the cart before the horse.

I believe that those two items must be postponed until the feasibility study is completed and direction from that study is approved.

Thank you for your consideration of my request.

Sincerely,
Rich Holmer

[REDACTED]

Riverbank 95367
Sent from my iPhone

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	December 9, 2025
Subject:	Acceptance of the Callander Avenue Improvements Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulatory Compliance Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Callander Avenue Improvements Project and authorize staff to file a Notice of Completion.

SUMMARY:

United Pavement Maintenance, Inc. completed the construction of the Callander Avenue Improvements Project. NV5 Consultants, William Kull the City Engineer and City Staff have completed a final inspection and determined that construction has been completed as per the plans and specifications.

The contract was awarded on June 11, 2024, to United Pavement Maintenance, Inc. in the amount of \$1,436,676.37. Eleven contract change orders were issued for this project in the amount of \$257,426.24. The total cost of construction is \$1,694,102.61.

The high cost of the change orders was due to unknown conditions, the contractor was required to do additional potholing, storm drain issues, delays, and adjusted quantities based on field conditions and additional work.

It is recommended that the Council accept the Callander Avenue Improvements Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with Regional Surface Transportation Program (RSTP) Funds, \$260,771.00, Congestion Mitigation Air Quality (CMAQ), \$200,000.00, Measure L Funds – Traffic Management, \$430,217.00, Measure L Funds – Streets and Roads, \$250,000.00 and SB1 Funds, \$461,668.00. Additional Measure L funds in the amount of \$91,446.61 were used. The total cost of construction is \$1,694,102.61.

ATTACHMENTS:

1. Notice of Completion
2. Photos
3. Site Map

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATECITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367SPACE ABOVE THIS LINE
FOR RECORDER'S USE

Exempt from Recording Fees (Per Government Code Section 27388.1)

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of Riverbank

(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367

(Address, City, State, Zip)

4. The nature of the title of the undersigned is:

☒ Owner in Fee, **or**☐ Vendee (Buyer) under Contract of Purchase, **or**☐ Lessee, **or**☐ Other

If "Other," briefly list or describe appropriate designation or title _____

5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A7. A work of improvement on the property described below was completed on December 9, 2025

(Date of Completion)

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose, or as to the legal validity of any provision or the suitability of these forms in any specific transaction.



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") United Pavement Maintenance, Inc.

If notice covers completion of contract for only part of the work of improvement, check box and complete:

- ☐ The kind of work done or finished was construct and furnish all labor, materials, equipment, transportation, and incidentals

(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

necessary for bicycle & pedestrian improvements along with pavement rehabilitation including installing new curb, gutter, sidewalk, bicycle path, median island, rapid flashing beacon system, crosswalks and pavement resurfacing and all other work included on the plans.

9. The property on which the work of improvement was completed is in the City of Riverbank,
County of Stanislaus, State of California, and is described as follows:

Callander Avenue Improvements Project

(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is Callendar Avenue between Topeka Street and Santa Fe Street
in Riverbank, CA 95367

(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 9th day of December, 2025

(Day)

(Month)

(Year)

City of Riverbank

Laura Graybill, Senior Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of Riverbank, County of Stanislaus, State of California
on this 9th day of December, 2025

(Day)

(Month)

(Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank

Laura Graybill, Senior Project Coordinator

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (see CA Civil Code § 3093). For this purpose an "owner" is the person who causes a building, improvement, or structure to be constructed, altered, or repaired, whether the interest or estate is in fee, as a vendee (buyer) under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (CA Civil Code §§ 3092(g), 3093). **This form is for use with a private work of improvement only, and is not intended for public sector applications.**

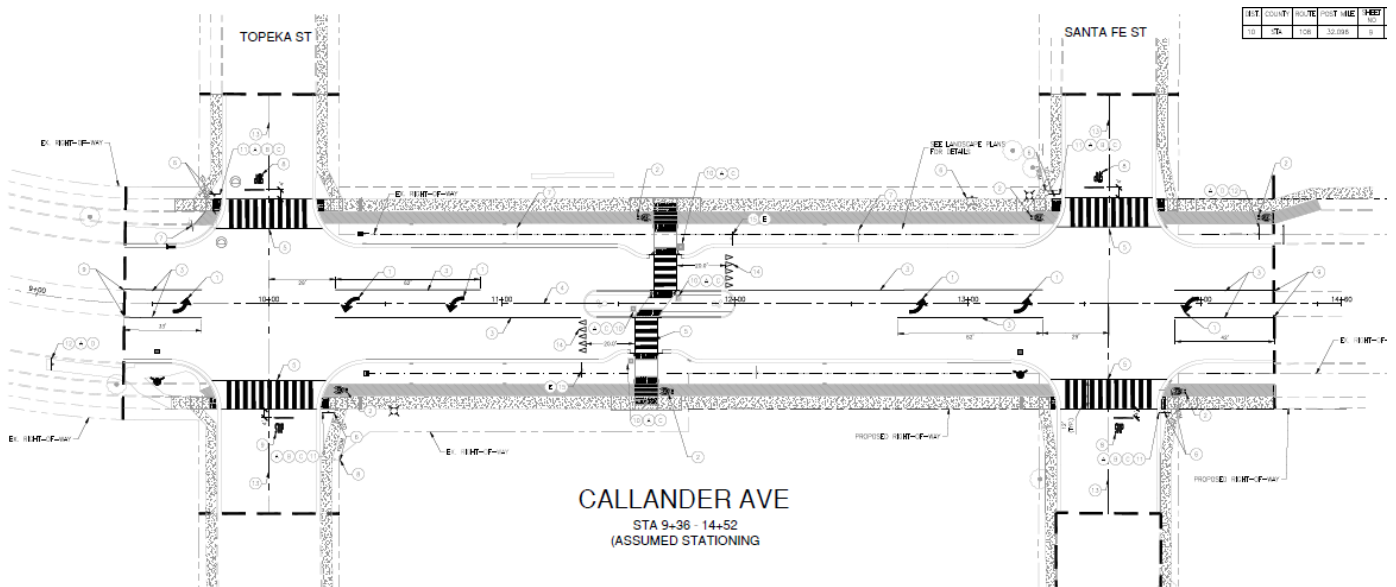
If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against

the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (CA Civil Code § 3093(e)). This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield owner properly (CA Civil Code § 3117).

Before and After Photos





RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: December 09,2025

Subject: Resolution Adopting by Reference Fair Political Practices Commission Title 2, Division 6, California Code Sections 18730 and 18730.1; the 2025 Conflict of Interest Code List of Designated City Positions; and the Related Economic Interest Disclosure Categories

From: Marisela H. Garcia, City Manager

Submitted by: Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution to amend and update the City's Conflict of Interest Code.

SUMMARY

The Political Reform Act (Government Code Sections 81000–91014) requires certain local officials and employees to disclose personal financial interests and to recuse themselves from decisions that could affect those interests. The Fair Political Practices Commission (FPPC) administers these requirements and prescribes the use of the Statement of Economic Interests (Form 700).

Local agencies must maintain an updated Conflict of Interest Code that identifies designated positions required to file Form 700 and assigns the appropriate disclosure categories. The Code must be reviewed biennially and updated as needed to reflect organizational changes, new or revised positions, and changes in state law.

A review of the City's current Code identified several positions that should be added to ensure continued compliance, as well as one obsolete position to be removed.

Positions to Add (with disclosure categories):

DESIGNATED POSITION:	DISCLOSURE CATEGORIES (**Refer to Exhibit-B)
Accountant	2
Building Inspector I,II	2
Construction Inspector I, II	2
Human Resource Specialist	2
Neighborhood Improvement Officer, I, II, Senior	2 & 3
Recreation Coordinator	2

Position to Remove:

DESIGNATED POSITION REMOVED:	REASON
Riverbank Successor Oversight Board	Board no longer exists.

FINANCIAL IMPACT

There is no financial impact associated with this item.

ATTACHMENTS

1. Resolution 2025-
Exhibit A- 2025 Designated Positions
Exhibit B- Disclosure Categories
2. FPPC Title 2, Division 6, California Code Sections 18730 and 18730.1

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK ADOPTING
BY REFERENCE FAIR POLITICAL PRACTICES COMMISSION (FPPC) TITLE 2,
DIVISION 6, CALIFORNIA CODE OF REGULATIONS SECTIONS 18730 AND
18730.1; ADOPTING THE 2025 CONFLICT OF INTEREST CODE LIST OF
DESIGNATED POSITIONS; AND ADOPTING THE RELATED ECONOMIC INTEREST
DISCLOSURE CATEGORIES**

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

WHEREAS, the Political Reform Act (Government Code Sections 81000–91014) requires local government agencies to adopt and maintain a Conflict of Interest Code which identifies designated positions and the disclosure categories applicable to each position; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, Division 6, Sections 18730 and 18730.1 of the California Code of Regulations, which contains the terms of a standard Conflict of Interest Code and may be incorporated by reference by local agencies; and

WHEREAS, the City of Riverbank is required to biennially review its Conflict of Interest Code to ensure it remains current, including updates to designated positions and corresponding disclosure categories; and

WHEREAS, the City Clerk and City Attorney have reviewed the City’s existing Code and recommend amendments to include additional designated positions whose duties involve making or participating in decisions that may materially affect financial interests; and

WHEREAS, the review also identified one designated position that is no longer active and should be removed from the Code; and

WHEREAS, the updated list of designated positions and the related disclosure categories are included as Exhibit A and Exhibit B to this Resolution.

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

1. The City of Riverbank hereby adopts by reference FPPC Title 2, Division 6, California Code of Regulations Sections 18730 and 18730.1, as may be amended from time to time by the FPPC.
2. The 2025 Conflict of Interest Code, including the updated list of designated positions and disclosure categories, is hereby adopted as set forth in Exhibits A and B, attached hereto and incorporated herein by reference.
3. All prior versions of the City's Conflict of Interest Code are hereby superseded by this Resolution.
4. The City Clerk is directed to implement the updated Code, ensure proper distribution to designated employees, and file the Code with the appropriate filing officer pursuant to law.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the ____ day of _____, ____; 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

Attachments: Exhibit A- 2025 Designated Positions and Exhibit B- Disclosure Categories

EXHIBIT – A

CITY OF RIVERBANK 2025 CONFLICT OF INTEREST CODE DESIGNATED CITY POSITIONS REQUIRED TO COMPLETE AN FPPC FORM 700

DESIGNATED POSITIONS:	DISCLOSURE CATEGORIES (Refer to Exhibit-B)
Accountant	2
Accounting Manager	2
Administrative Analyst II	2
Administrative Analyst II/Human Services Specialist	2
Assistant City Manager/Administrative Services Director	1, 2, & 3
Assistant Finance Director	1,2, & 3
Associate/Assistant Planner	2
Building Inspector I, II	2&3
City Clerk	2
Chief of Police	1, 2, & 3
City Mechanic	2
Construction Inspector I, II	2&3
Consultants	1, 2, & 3
Development Services Administration Manager	1, 2, & 3
Director of Finance	1, 2, & 3
Director of Parks and Recreation	1, 2, & 3
Executive Director of the Local Redevelopment Authority	1, 2, & 3

RED Font =An Added COI Designated Position
BLUE Font- Removed Position

EXHIBIT – A

Housing & Economic Development Specialist II	2
Human Resources Manager	2
Human Resources Analyst	2
Human Resources Specialist	2
Neighborhood Improvement Officer, I, II, Senior	2 & 3
Parks and Facilities Supervisor	2 & 3
Planning and Building Manager	1, 2, & 3
Project Coordinator	2
Public Works Director	1, 2, & 3
Public Works Director/Interim LRA Director	1, 2, & 3
Public Works Superintendent	1, 2, & 3
Public Works Supervisor	2 & 3
Recreation Supervisor	2
Recreation Coordinator	2
Senior Building Inspector	2 & 3
Senior Construction Inspector	2 & 3
Senior Management Analyst	2
Senior Project Coordinator	2
Wastewater Treatment Plant Supervisor	2 & 3
Water Supervisor	2 & 3
Riverbank Designated Local Authority	1, 2, & 3
Riverbank Successor Oversight Board	1, 2 & 3

RED Font =An Added COI Designated Position
BLUE Font- Removed Position

EXHIBIT – B

CONFLICT OF INTEREST CODE ECONOMIC INTEREST DISCLOSURE CATEGORIES

By virtue of the designated employee's position, an investment, interest in real property, or income (including gifts, loans, and travel payments) must be reported on Economic of Interests Statement Form 700 if the business entity in which the investment is held, the interest in real property, or the income or source of income may *foreseeably affect* the employee's economic interests through the participation of collectively making a decision or individually making the decision.

City employees serving in the designated positions as listed in **Exhibit-A** must disclose their economic interest(s) pursuant to the following corresponding disclosure category/categories as follows:

DISCLOSURE CATEGORIES

Disclosure Category – 1:

- a) All interest in real property, which are located in whole or in part within the City.
- b) Investment in or incomes from persons or business entities engaged in the business of acquisition or disposal of real property within the City.

Disclosure Category – 2:

- a) Investments in any business entity, which within the last two (2) years, has contracted, or disposal of real property within the City.
- b) Income from any source which, within the last two (2) years has contracted, or foreseeably in the future may contract with the City of Riverbank to provide services, supplies, materials, machinery, or equipment to the City of Riverbank.
- c) Status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any contracted or in the foreseeable future, may contract with the City of Riverbank to provide services, supplies, materials, machinery, or equipment to the City of Riverbank.
- d) Investments and income otherwise reportable under paragraphs a) and b) of category 2, shall not be reportable unless the total amount or all contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City of Riverbank was more than \$1,000.00 in the prior calendar year, or unless the total amount of all foreseeable contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City of Riverbank will be more than \$1,000.00 in the next calendar year.

EXHIBIT – B (continued)

Disclosure Category – 3:

- a) Investment in any business entity, which within the last calendar year has been regulated by the City of Riverbank or foreseeably, may be regulated by the City of Riverbank in the next calendar year.
- b) Each source of income, provided that the income was furnished by or on behalf of any business entity, which within the last calendar year has been regulated by the City of Riverbank or foreseeably may be regulated by the City of Riverbank in the next calendar year.
- c) Status as a director, officer, sole owner, partner, trustee, employee, or any position of management in any business entity, which within the last calendar year has been regulated by the City of Riverbank, in the next calendar year.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that

federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer

has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the

Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

History

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third

Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-20-2022; operative 1-19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

39. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 2-18-2025; operative 3-20-2025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 8).

40. Amendment of subsection (b)(4) filed 5-8-2025; operative 6-7-2025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 19).

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730.1. Conflict of Interest Code: Reporting of Gifts.

Nothing contained in an agency's conflict of interest code shall be interpreted to require the reporting of gifts from outside the agency's jurisdiction if the purpose of disclosure of the source of the gift does not have some connection with or bearing upon the functions or duties of the position for which the reporting is required. Nothing in this language is intended to create an inference that all gifts within the jurisdiction are reportable.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 82028, 87100, 87103, 87207, 87300, 87302, 87309 and 89503, Government Code.

HISTORY

1. New section filed 10-3-2012; operative 11-2-2012. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 40).

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT

AUTHORITY AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: December 9th, 2025

Subject: Resolution Approving of Change Order #2 by JB Anderson Land Use Planning and Proposal by MCR Engineering for Services Related to the Jacob Myers Park Trail Expansion Project.

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution approving Changer Order #2 with JB Anderson Land Use Planning in the amount of \$19,200.00 and the proposal provided by MCR Engineering in the amount of \$23,000.00 for services related to the completion of the California Environmental Quality Act review processes for the Jacob Myers Park Trail Expansion project.

SUMMARY

In 2023, the City entered into a Professional Services Agreement with J.B. Anderson Land Use Planning to prepare the necessary California Environmental Quality Act (CEQA) compliance documents and to support the development of environmental clearance documents required under the National Environmental Policy Act (NEPA). This agreement also includes the preparation of a Biological Assessment by Moore Biological Consultants, Inc., and a Cultural Study by Peak & Associates, Inc.

The Jacob Myers Park Trail Expansion Project proposes to extend the existing bicycle and pedestrian path along the Stanislaus River, enhancing recreational opportunities for park visitors. The project includes construction of a permanent 6-foot-wide recycled base rock multi-use trail loop located west of the existing developed area of Jacob Myers Park.

The proposed trail would be approximately 6,278 linear feet in length (a 1.18-mile loop). It would begin at the western end of the current paved multi-use path near the Dog Park, traverse west through the Stanislaus River riparian corridor toward the western boundary of the Wastewater Treatment Plant, then turn south and east to reconnect just south of

Vicinity Map



Additional costs are anticipated to complete the CEQA compliance requirements. These

- Moore Biological Consultants, Inc. has submitted Change Order Request No. 2 in

- the November 25, 2025 City Council meeting, the City Council directed staff to proceed

BACKGROUND

In 2023, the City's Parks and Recreation Department identified an opportunity to expand the existing Jacob Myers Park Trail further to the west along the Stanislaus River. The concept was to provide a recreational multi-use trail with minimal improvements (e.g., recycled base rock where soil stability is needed) that could be used as a meandering path through the Stanislaus River riparian habitat.

The Project site is located on property owned by the ACOE and managed by the Stanislaus River Parks. In contrast, Jacob Myers Park property is owned and managed by the City of Riverbank. The Project site is located along the Stanislaus River, in an area classified as undisturbed riparian habitat consisting of elderberry shrubs, valley oak trees, and other vegetation commonly found along the Stanislaus River in the Central Valley.

A series of field visits were conducted in 2023 (June 29, 2023 and September 8, 2023) to; 1) map the proposed trail alignment as previously flagged by the City's Parks and Recreation Department; and 2) conduct the first series of site visits for preparation of the Biological Assessment and Cultural Study.

Representatives from Moore Biological Consultants, Inc. and Peak & Associates, Inc. were present at the field visit. Additionally, a representative from the Friends of Jacob Myers Park was present at the September 8, 2023 field visit.

During the site visits, staff noted the amount of Elderberry Shrubs on the site and the need to align the trail to avoid these shrubs to avoid costly mitigation. Specifically, the Elderberry Shrub is home to the Valley Elderberry Longhorn Beetle, a federally protected, threatened species under the Endangered Species Act. Moore Biological Consultants, Inc. conducted further site visits to identify and map the Elderberry Shrubs in the area. A total of 39 Elderberry Shrubs were identified in close proximity to the trail alignment (from 10 feet to 54 feet in distance to the proposed alignment).



Over the past two (2) years, Staff has held several meetings with ACOE, Stanislaus River Parks, USFWS, and SJCOG to determine the following:

1. Whether the Project site would be eligible for participation in the SJCOG Habitat Plan; and
2. If the Project site cannot participate in the SJCOG Habitat Plan, then define the Survey Scope and Methodology for the required Section 7 Consultation with the USFWS as required by the Endangered Species Act.

The key purpose of the SJCOG Habitat Plan is to provide a strategy for providing for a long-term management of plant, fish, and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act, or the California Endangered Species Act.

Other key purposes include preserving open space, landowner rights, maintaining multiple-use open spaces which contribute to the quality of life of the residents of San Joaquin County, and accommodating population growth.

Because the Project site is located within San Joaquin County, Staff identified an opportunity to participate in the SJCOG Habitat Plan, which would provide coverage (e.g., Incidental Take) and buffer reductions for selected species (e.g., Valley Elderberry Longhorn Beetle and the Western Pond Turtle). However, after many discussions and meetings with representatives from SJCOG, USFWS, and ACOE, it was determined that the Project site is ineligible to participate in the SJCOG Habitat Plan due to the site being owned by a federal agency (ACOE). As such, the ACOE is required to complete a Section 7 Consultation with USFWS as required by the Endangered Species Act. A full timeline

of the project activities and meetings with ACOE, USFWS, and representatives from the SJCOG Habitat Plan is provided below.

Date	Project Activity / Meeting
June 29, 2023	Field visit at Project site to discuss alignment and walk the site (1 st field visit).
September 8, 2023	Field visit at Project site to further discuss alignment and to meet with a representative from ACOE (2 nd field visit).
December 11, 2023	Meeting discuss Project and next steps, including participation in the SJCOG Habitat Plan.
January 7, 2024	Meeting with ACOE and Stanislaus River Parks to discuss Lease Agreement, SJCOG Habitat Plan, and next steps.
January 18, 2024	Field visit at Project site with contractor to discuss trail improvements (e.g. width, material, construction equipment, etc.).
January 22, 2024	Further discussion related to trail design, material, and construction equipment.
May 3, 2024	Draft Project Description for the CEQA document submitted to the City.
August 15, 2024	Coordination with representatives from SJCOG regarding participation in the Habitat Plan.
December 5, 2024	Status provided by CEQA consultant on preparation of the Project's environmental document.
January 8, 2025	Meeting with ACOE and Stanislaus River Parks to discuss participation in the SJCOG Habitat Plan. Information on the SJCOG Habitat Plan was provided to ACOE and Stanislaus River Parks following the meeting.

March 25, 2025	Initial determination by ACOE on participation in the SJCOG Habitat Plan. This information from ACOE was provided to representatives from the SJCOG Habitat Plan for review and comment.
April 17, 2025	SJCOG Habitat Plan concurrence with ACOE regarding participation in the Habitat Plan.
April 29, 2025	Meeting with representatives from the SJCOG Habitat Plan to discuss ACOE determination.
April 30, 2025	Follow-up meeting with Staff to discuss Project and next steps.
May 29, 2025	Meeting with USFWS and representatives from the SJCOG Habitat Plan to discuss participation in the Habitat Plan. Project information (e.g., Project Description) was provided to USFWS on May 30, 2025.
August 18, 2025	Meeting with USFWS and representatives from the SJCOG Habitat Plan to discuss determination and process for the Section 7 consultation.
September 10, 2025	Meeting with ACOE to discuss the Section 7 consultation and the ACOE's meeting with USFWS regarding the Project Description. The Project Description and exhibits were emailed to ACOE and USFWS again after this meeting.
September 18, 2025	Meeting with ACOE and USFWS to discuss the Section 7 consultation process.
September 25, 2025	Meeting with ACOE and USFWS to discuss the determinations made by USFWS regarding the Section 7 consultation process and the parameters of the preparation of the Biological Assessment.

At this time, City staff is prepared to move forward with the next steps in preparation of the CEQA compliance document and coordination with ACOE on preparation of the

NEPA compliance document. Specifically, the next steps for completing the environmental review for the Project include:

- Moore Biological Consultants, Inc. to complete the Biological Assessment pursuant to federal standards to support the ACOE NEPA review and the City's CEQA review. This will require additional field work using the agreed upon survey boundary and survey parameters discussed at the September 25, 2025 meeting. Complete the Section 7 consultation with USFWS with a "May Effect, but Not Likely to Adversely Affect" (NLAA) with property conservation/mitigation measures.
- MCR Engineering (City Engineer) to prepare Topographical Survey and Aerial Survey of the Property for support of the Biological Assessment and the Section 7 consultation. These documents will also be used in the CEQA review.
- Peak & Associates, Inc. to complete Cultural Study, including Section 6 consultation with SHPO, including tribal notifications.
- J.B. Anderson Land Use Planning to complete the Initial Study/Mitigated Negative Declaration (IS/MND) and coordinate with ACOE on NEPA review/documentation.
- The IS/MND is published for a 30-day public review period, published with the County Clerk, newspaper and the State Clearinghouse.
- Following the 30-day public review period, the IS/MND is finalized and a Mitigation Monitoring Reporting Program (MMRP) is prepared.
- City Council approves the IS/MND and a Notice a Determination is filed with the County Clerk and the State Clearinghouse.

Additional costs are anticipated to complete the steps above. Specifically, additional work is required of Moore Biological Consultants, Inc. and MCR Engineering as follows:

- Moore Biological Consultants, Inc. submitted a Change Order Request (#2) to the City in the amount of \$19,200.00 to complete the Biological Assessment.
- As noted above, MCR Engineering would need to complete a Topographical Survey, Aerial Maps and coordinate with Moore Biological Consultants, Inc. on the Section 7 consultation. MCR Engineering submitted a proposal for this work for \$23,000.00.

J.B. Anderson Land Use Planning is under contract to prepare the Project IS/MND with a contract amount of \$39,894.00. As such, the projected total cost to complete the steps outlined above, including environmental review and survey work is \$85,594.00.

It is also anticipated that, following City Council approval, the City would move to the next steps including permitting with the Central Valley Flood Protection Board (CVFPB). Construction drawings would also need to be prepared for the construction of the proposed trail which would result in additional costs.

To date, a total of \$33,628.90 has been spent thus far and included work by J.B. Anderson Land Use Planning, Moore Biological Consultants, Inc., and Peak & Associates, Inc. (field work, preparation of the Project Description, IS/MND, and coordination with federal and SJCOG agencies).

At the November 25, 2025 City Council meeting, the City Council directed staff to proceed with approving the change order from Moore Biological Consultants, Inc. through J.B. Anderson Land Use Planning, the project's prime contractor. The Council also directed staff to approve the proposal submitted by MCR Engineering for their portion of the work.

STRATEGIC PLAN

In 2025, the City Council established the 2025 – 2030 City Council Strategic Plan. The City Council established the Infrastructure Goal with the Strategy to Modernize Recreation Facilities and Improve Americans with Disabilities Access and to Expand Non-Motorized Transportation Options.

FINANCIAL IMPACT

In the October 8th, 2024 meeting, City Council voted to approve a resolution authorizing an amendment to the American Rescue Plan Act Spending Plan. In the plan, the City Council approved \$101,500 of ARPA funding to go towards the planning, design, and construction of the trail project. The city has a contract in the amount of \$39,894.00 with JB Anderson to assist with the environmental clearances required for the project. That would leave \$61,606.00 to go towards the remainder of the project.

With the two current proposals in the amount of \$19,200 and \$23,000, there would be \$19,406 remaining in funds to continue with the project. The remaining funds will not be sufficient to complete the rest of the project and future funding will be required to complete. The remaining funds to finish the project will most likely come from either the general fund or grants.

ATTACHMENTS

1. Resolution
2. Change Order #2- JB Anderson
3. Proposal- MCR Engineering

CITY OF RIVERANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING CHANGE ORDER #2 BY JB ANDERSON LAND USE PLANNING AND
THE PROPOSAL BY MCR ENGINEERING FOR SERVICES RELATED TO THE
JACOB MYERS PARK TRAIL EXPANSION PROJECT**

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

WHEREAS, the Jacob Myers Park Trail Expansion Project proposes to extend the existing bicycle and pedestrian path along the Stanislaus River, requiring environmental analysis and coordination with multiple regulatory agencies; and

WHEREAS, in 2023, the City of Riverbank entered into a Professional Services Agreement with J.B. Anderson Land Use Planning for the preparation of California Environmental Quality Act (CEQA) compliance documents and for assistance with the development of environmental clearance documents pursuant to the National Environmental Policy Act (NEPA) for the Jacob Myers Park Trail Expansion Project; and

WHEREAS, the Professional Services Agreement includes subcontracted work for the preparation of a Biological Assessment by Moore Biological Consultants, Inc., and a Cultural Study by Peak & Associates, Inc.; and

WHEREAS, Moore Biological Consultants, Inc. has submitted Change Order Request No. 2 in the amount of \$19,200.00 to complete the Biological Assessment necessary for CEQA and NEPA compliance; and

WHEREAS, J.B. Anderson Land Use Planning, as the City’s contracted prime consultant, has transmitted this change order request to the City for approval; and

WHEREAS, MCR Engineering has submitted a proposal totaling \$23,000.00 for surveying, aerial mapping, and coordination required for Section 7 consultation related to the Biological Assessment; and

WHEREAS, on November 25, 2025, the City Council provided direction to staff to return with the necessary actions to approve both the change order from J.B. Anderson Land Use Planning and the proposal from MCR Engineering; and

WHEREAS, approval of these additional services is necessary for the continued progress of environmental documentation and permitting for the Jacob Myers Park Trail Expansion Project.

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

1. Approves Change Order No. 2 from J.B. Anderson Land Use Planning in the amount of \$19,200.00 for the completion of the Biological Assessment by Moore Biological Consultants, Inc., and
2. Approves the proposal from MCR Engineering in the amount of \$23,000.00 for topographical surveying, aerial mapping, and Section 7 consultation coordination services associated with the Jacob Myers Park Trail Expansion Project, and
3. Authorize the City Manager to execute Change Order #2 and the proposal from JB Anderson Land Use Planning and MCR Engineering.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of December, 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

J.B. ANDERSON

LAND USE PLANNING

139 S. Stockton Avenue, Ripon, CA 95366

Phone: (209) 599-8377

Fax (209) 599-8399

November 26, 2025

Marisela Garcia, City Manager
Michael Patton, Parks and Recreation Director
City of Riverbank
6607 Third Street
Riverbank, CA 95367

RE: Jacob Myers Park Trail Expansion Project Change Order

Ms. Garcia and Mr. Patton:

I am enclosing a Change Order for your review and approval. As noted in the Staff Report provided to City Council at their regular meeting of November 25, 2025, a Change Order is needed for this Project for completion of a Biological Assessment (BA) to federal standards to support the U.S. Army Corps of Engineers (ACOE) National Environmental Policy Act (NEPA) review and the City's California Environmental Quality Act (CEQA) review process by Moore Biological Consultants. I am enclosing Moore Biological Consultant's Change Order Request 2 Proposal, dated October 17, 2025, in this letter.

If you have any questions, please do not hesitate to contact me. If not, please send me correspondence stating these change orders have been approved.

Very Truly Yours,



David Niskanen

Enclosure



CHANGE ORDER

November 26, 2025

Marisela Garcia, City Manager
 Michael Patton, Parks and Recreation Director
 City of Riverbank
 6607 Third Street
 Riverbank, CA 95367

Project: Jacob Myers Park Trail Expansion Project

1.	Change Order #2: Completion of a Biological Assessment to federal standards to support the U.S. Army Corps of Engineers (ACOE) National Environmental Policy Act (NEPA) review and the City's California Environmental Quality Act (CEQA) review process.	\$ 19,200.00
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Original Contract Amount with Change Order Approved on August 22, 2023	\$ 39,894.00
Change Order Amount	\$ 19,200.00
Revised Contract Amount	\$ 59,094.00

We hereby agree to the above as an additional project cost(s) to be added/deleted to the original scope of work:

 City Manager

 Date

 John B. Anderson

 Date

Encl. Moore Biological Consultants Change Order Request 2, dated October 17, 2025

MOORE BIOLOGICAL CONSULTANTS

October 17, 2025

Mr. David Niskanen
J.B. Anderson Land Use Planning
139 S. Stockton Avenue
Ripon, CA 95366

SUBJECT: "JACOB MYERS PARK TRAIL EXPANSION PROJECT",
RIVERBANK, CALIFORNIA: CHANGE ORDER REQUEST 2

Dear David:

As you are aware, we conducted some baseline work for this trail project in 2023. Due to challenges with avoiding blue elderberry shrubs and the potential mitigation costs of working near shrubs, the environmental review of the project has been paused for now well over a year. After many meetings with the San Joaquin Council of Governments, U.S. Army Corps of Engineers (ACOE, Stanislaus River Parks), and the U.S. Fish and Wildlife Service (USFWS), the City finally has a clear path forward on how to inventory the blue elderberry shrubs and assess the impacts in a way that will facilitate the ACOE-USFWS consultation on federal species and not involve costly off-site mitigation.

This change order is for biology support through completion of a Biological Assessment (BA) to federal standards to support the ACOE National Environmental Policy Act (NEPA) review and the City's California Environmental Quality Act (CEQA) review processes. The BA will be very similar in format and content to a nearby project (in Waterford) approved by the same key agencies (ACOE and USFWS). In the Waterford project, the trail along the Tuolumne River also meandered in between blue elderberry shrubs.

This change order is for 3 tasks. Task 1 is to conduct an updated field survey to document current biological conditions, with a focus of mapping the driplines of

blue elderberry shrubs within approximately 30 feet of the trail centerline with a submeter GPS unit. Our field data will be provided to MCR Engineers as a CAD file; MCR will then fine-tune a few sections of the trail location to more evenly fit in-between closely situated blue elderberry shrubs and prepare an exhibit of the trail and shrubs with driplines within 20 feet of the limits of disturbance.

Task 2 is to prepare a draft BA for review and comment by JBA and the City. We will then update the BA for review and comment by ACOE. The BA will then be finalized. Subsequent rounds of revisions to the BA are not envisioned and are excluded from this scope of work.

Task 3 is team coordination, meetings, and project management.

This change order request is for not-to-exceed \$19,200.00, to be billed on a time and materials basis. This cost includes 46 hours at \$240.00/hour for Principal Biologist, 34 hours at \$160.00/hour for Biologist, 16 hours at \$160.00/hour for GIS Specialist, and \$160.00 in expenses. This total can be broken down as \$7,040.00 for Task 1, \$9,280.00 for Task 2, and \$2,880.00 for Task 3 (see attached spreadsheet).

Please let us know if this change order request is acceptable and if/when we are authorized to proceed. Also, please call me at (209) 745-1159 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Diane S. Moore'.

Diane S. Moore, M.S.

Principal Biologist

Jacob Myers Park Trail Expansion Project

Moore Biological Consultants Change Order 2

	Principal Bio. (\$240/hour)	Biologist (\$160/hour)	GIS Specialist (\$160/hour)	TOTAL
Coordination/Meetings/Admin	12			
Updated Field Survey & Shrub Mapping	10	10	2	
Data Processing/Exhibits	4	4	6	
Prepare Internal Review Draft Biological Assessment	12	12	4	
Finalize Draft Biological Assessment for Corps Review	4	4	2	
Finalize Biological Assessment	4	4	2	
Total Hours	46	34	16	
	\$11,040.00	\$5,440.00	\$2,560.00	\$19,040.00
			Expenses	\$160.00
				\$19,200.00

PROJECT: Jacob Myers Park**RP-04****City / State:** Riverbank

CA

TO: Michael Patton
6707 3rd Street
Riverbank, CA 95367mpatton@riverbank.org

(209) 863-7140

FROM: Marshall Swift
1242 Dupont Court
Manteca, CA 95336marshall@mcreng.com

(209) 239-6229

Project Description

MCR Engineering, Inc. (MCR) will provide Civil Engineering and Surveying services in support of the Jacob Myers Park – Trail Project for the City of Riverbank. The purpose of this effort is to assist the City, the project biologist (Moore Biological Consultants), and the land use planning consultant (JBA) with preparation of exhibits and supporting documentation for the Biological Assessment and consultation with the U.S. Fish and Wildlife Service (USFWS).

I. Topographic Survey

The object of this phase is to complete the existing topographic boundary and survey information on the property to develop a base drawing to be used by the project team throughout the entirety of the project.

1. Topographic Survey**Time & Materials Estimated @: \$3,000.00**

- a. Research and analyze Biologist's drawings to determine GPS coordinates
- b. Field locate existing monuments (if necessary) and establish project boundary (using Cal Coordinates for this project)
- c. Perform limited topographic survey of existing site & set flight crosses for aerial survey

2. Aerial Survey**Time & Materials Estimated @: \$3,500.00**

- a. Perform Aerial (photogrammetry) survey of existing site and surrounding area
- b. Use aerial images to create topographic survey base drawing in AutoCAD
- c. Create 3d surface in AutoCAD to be used for design
- d. Draft topographic survey and prepare base map for use by project team

II. Civil Biological Assessment Assistance

The purpose of this task is to support Moore Biological Consultants & JBA Land Use Planning by preparing civil exhibits that accurately depict existing and proposed trail conditions for inclusion in the project's Biological Assessment. These exhibits will assist in evaluating potential environmental impacts and in facilitating consultation with the U.S. Fish and Wildlife Service (USFWS). MCR will focus on producing clear, technically accurate plan and cross-section views that illustrate trail limits, surface materials, and relevant site features within the study area.

3. Civil Biological Assessment Assistance**Time & Materials Estimated @: \$12,500.00**

- a. Coordinate with the City, biologist, and planning consultant to confirm required exhibit content, scale, and formatting
- b. Prepare plan view exhibits showing existing topography, proposed trail alignment, and limits of disturbance
- c. Develop representative cross-section views along the trail alignment illustrating existing and proposed grades
- d. Revise exhibits as needed based on review comments from the project team
- e. Provide final exhibits in both PDF and CAD formats for use in the Biological Assessment and USFWS consultation

4. Additional Services (If Needed)**Time & Materials Estimated @: \$4,000.00**

- a. Preparation of supplemental exhibits or figures for CEQA/NEPA documentation or agency coordination
- b. Minor design refinements to the proposed trail alignment or grading limits
- c. Attendance at coordination or consultation meetings (virtual or in person) with the City, USFWS, or other agencies
- d. Preparation of quantities, cost estimates, or technical memos in support of future project phases
- e. Expanded (or additional) topographic or boundary survey beyond the defined project area

Exclusions Include:

1. Preparation of construction-level design plans, specifications, or bid documents
2. Preparation of environmental documentation, permit applications, or agency submittals (e.g., CEQA, NEPA, or USFWS filings)
3. Structural design or geotechnical investigation services
4. Utility potholing, locating, or design coordination beyond what is required for exhibit preparation
5. Preparation of right-of-way, legal descriptions, or easement documents
6. Survey monumentation, staking, or construction layout services
7. Public outreach, presentations, or attendance at public hearings unless specifically authorized
8. Printing, reproduction, or delivery of hard-copy plan sets beyond the standard electronic PDF deliverables

Total project amount: \$23,000.00

Proposal Acceptance (Items 1-4):

 10/22/2025
MCR Engineering, Inc. Date

Michael Patton Date

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date:	December 09, 2025
Subject:	Resolution Accepting the Fiscal Year 2024-25 Annual AB 1600 Report of System Development Fee Activity
From:	Marisela H. Garcia, City Manager
Submitted by:	Beckie Robbins, Assistant Finance Director Tammy Alcantor, Assistant City Manager/Finance Director

RECOMMENDATION

It is recommended that the City Council adopt a Resolution accepting the Fiscal Year 2024-25 Annual AB 1600 Report of System Development Fee Activity.

SUMMARY

In compliance with California Government Code Sections 66001 and 66006, the City is required to publish an annual report to account for System Development Fees, also referred to as public facilities or development impact fees.

BACKGROUND

System Development Fees are designed to provide a fair basis for expanding capital facilities to support the demands of new development. For years, traditional infrastructure funding sources have been insufficient to maintain current systems, leaving limited resources to expand them for future growth. Development fees offer a method for new development to mitigate their cumulative impact on the City's infrastructure by proportionately contributing fees according to their specific impact and size.

In 1987, AB 1600 was signed by the Governor, establishing specific requirements for local governments to impose, collect, and report on System Development Fees. These requirements took effect on January 1, 1989, and were later codified as Section 66001 of the California Government Code. Reporting requirements were subsequently codified under Section 66006, mandating that specific information be publicly available within 180 days after the close of each fiscal year:

1. **Fee Descriptions:** A brief description of each fee type.
2. **Fee Amounts:** The amount of the fee.
3. **Account Balances:** Beginning and ending balances of each account or fund.

4. **Collections and Interest:** The amount of fees collected, and interest earned.
5. **Expenditures:** Identification of public improvements funded, including the cost percentage covered by fees.
6. **Construction Dates:** Approximate dates for the commencement of public improvements, if sufficient funds have been collected for incomplete improvements.
7. **Transfers and Loans:** Description of any inter-fund transfers or loans, including interest and repayment details.
8. **Refunds and Allocations:** Details of refunds and allocations as required by Section 66001.

This information is presented in the attached FY 2024-25 Annual AB 1600 Report of System Development Fee Activity, which was made publicly available on the City's website on November 20, 2025.

Inactive Accounts

The following funds are considered inactive as they no longer receive development fee revenue:

1. System Development Bridges/Roads Fund 140
2. System Development Overpasses Fund 145
3. System Development Railroad Crossing Fund 146
4. System Development Crossroads Streets/Public Works Fund 214
5. System Development Crossroads Storm Drainage Fund 217
6. System Development Crossroads Police & General Government Fund 219

Active Accounts

The active accounts being presented include:

1. System Development Streets/Public Works Fund 205
2. System Development Water Fund 206
3. System Development Waste Water Fund 207
4. System Development Storm Drainage Fund 208
5. System Development Parks & Recreation Fund 209
6. System Development Police & General Government Fund 210

STRATEGIC PLAN

This report supports the Strategic Plan goal to "Prioritize Financial Stability."

FINANCIAL IMPACT

Approval and acceptance of this report have no financial impact.

ATTACHMENT

1. Resolution 2025-
2. Exhibit A: FY 2024-25 Annual AB 1600 Report of System Development Fee Activity

CITY OF RIVERBANK

RESOLUTION 2025-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ACCEPTING THE FISCAL YEAR 2024-25 ANNUAL AB 1600 REPORT
OF SYSTEM DEVELOPMENT FEE ACTIVITY**

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

WHEREAS, the City of Riverbank imposes fees to mitigate the impact of development pursuant to Government Code Section 66000 et seq.; and

WHEREAS, said fees collected are deposited into special and separate capital funds for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for Streets/Public Works development, Water, Wastewater, Storm Drainage, Recreation & Parks, and Police & General Government fees; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees under Government Code Section 66006; and

WHEREAS, the Finance Department has prepared a report (“AB 1600 Report”) that contains the information required by Government Code Section 66006, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, there were no refunds of development impact fees collected pursuant to Government Code Section 66001(e), nor were there any allocations of unexpended revenues collected pursuant to Government Code Section 66001(f); and

WHEREAS the AB 1600 Report was made available for review on November 20, 2025 which is at least fifteen (15) days prior to the date that the Council considered the AB 1600 Report; and

WHEREAS, interested persons have requested notice of the AB 1600 Report consequently notices of the availability of the AB 1600 Report were mailed/emailed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby resolves as follows:

Section 1:

- A. In accordance with Government Code Section 66006, the City has conducted an annual review of its development impact fees and capital infrastructure programs and the City Council has reviewed the AB 1600 Report attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. The City Council hereby approves, accepts, and adopts its AB 1600 Report for Fiscal Year 2024-25.
- C. The AB 1600 report is available for public review on the City's internet website, and upon request.

Section 2. Effective Date. The resolution shall take effect immediately upon adoption.

Section 3: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 4: The City Council hereby authorizes the Finance Department to continue maintaining separate funds for Streets/Public Works, Water, Wastewater, Storm Drainage, Recreation & Parks, and Police & General Government System Development Fees.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of December, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Exhibit A: FY 2024-2025 Annual AB 1600 Report of System Development Fee Activity

CITY OF RIVERBANK

FY 2024-2025



ANNUAL AB 1600

REPORT OF SYSTEM DEVELOPMENT FEE ACTIVITY

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LETTER OF TRANSMITTAL

November 18, 2025

The Honorable Mayor, Members of the City Council, and Residents of the City Riverbank
City of Riverbank
Riverbank, CA 95367

Dear Mayor, Members of the City Council, and Residents of the City of Riverbank:

California Government Code requires reporting of the usage of Development Fees (also known as System Development Fees). Therefore, in accordance with the provisions of the State of California and Government Code Section 66006(b) and 66001(d), as amended by AB 518 and SB 1693, I hereby submit the Annual AB 1600 System Development Fee Report for the City of Riverbank, CA for the fiscal year ended June 30, 2025.

Development Fees, otherwise known as System Development Fees (SDF), are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a system development fee program are set forth in Government Code section's 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's Assembly Bill (AB) 1600 and those are commonly referred to as "AB 1600" requirements.

The System Development Fee program has been in effect in Riverbank since 1967. Riverbank Municipal Code §150.30, titled "System Development Fees", establishes the authority for imposing and charging system development fees. §150.31 (b) of the Municipal Code states the following as reasons for adopting said fee:

- 1) To provide an adequate and constant method for the financing of the unfunded portion of needed systems development costs throughout the city, reasonably related to projected community growth.
- 2) To promote the orderly and efficient expansion of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development.
- 3) To insure the continuation of necessary services including, but not limited to, police and general administrative services.
- 4) To establish equitable methods for minimizing public facility and service costs to the city associated with new development.

Fees are collected at the time a building permit is issued; unless a developer, through a development agreement, is allowed to defer payment until a certificate of occupancy is granted, for the purpose of mitigating the impacts caused by new development on certain public facilities. They are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of public facilities: Streets/Public Works, Water, Waste Water, Storm Drainage, Parks/Recreation, and Police/General Government.

State law requires the City prepare and make available to the public an annual report for each fund established to account for System Development fees. The report must include the beginning and ending balances by system development type for the fiscal year as well as any changes. The report must also present the amount of fees, interest, and other income, expenditures and the amount of any required refunds made during the fiscal year.

The City Council must review the annual report at a regularly scheduled public meeting not less than fifteen days after the information is made available to the public. This report was filed with the City Clerk's office and available for public review on November 19, 2025.

Respectfully submitted,

Tammy Alcantor

Tammy Alcantor
Assistant City Manager

LEGAL REQUIREMENTS

A. REQUIREMENTS FOR SYSTEM DEVELOPMENT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 system development fees to prepare an annual report providing specific information about those fees. Within the AB 1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the city and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeded the amount to be refunded.

LEGAL REQUIREMENTS

California Government Code Section 66001(d) requires the local agency make all of the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

B. ADDITIONAL NOTES

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and update the City's General Plan. The CIP serves to identify situations where infrastructure is needed to accommodate the planned development.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps to maximize the funds available. This type of fiscal management is important during periods, such as the current one, that are typified by budgetary demands exceeding financial resources.

C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The City of Riverbank's current program, the City of Riverbank Nexus Fee Study, was adopted on March 24, 2015. The program sets forth the relationship between contemplated future development, the facilities needed to serve that development, and the estimated costs of those improvements based on the current General Plan for build-out. The City's Capital Improvement Program (CIP) projects are financed in part by the capital improvement fees outlined in the System Development Fee (SDF) program. These capital improvements provide essential infrastructure to residents and businesses in Riverbank, ensuring that public facilities keep pace with ongoing development within and adjacent to the community. Estimated project costs, along with the summary of fee apportionment to each development fee category, are detailed within Section 4 of the Nexus Fee Study.

LEGAL REQUIREMENTS

The City is now preparing to issue a Request for Proposals (RFP) to update the city-wide SDF program. This comprehensive update will establish new fee categories, including an Infill Development Fee and a Vehicle Miles Traveled (VMT)/Transit-Oriented Development (TOD) Fee, to better align infrastructure funding with emerging mobility, sustainability, and land-use objectives. Additionally, the updated program will integrate Affirmatively Furthering Fair Housing (AFFH) principles into the City's infrastructure funding framework, ensuring that future investments support equitable access to housing, transportation, and community amenities.

D. FUNDING OF INFRASTRUCTURE

The 2022-2027 CIP identifies all funding sources and amounts for individual projects through 2027. The CIP is updated annually to reflect the current infrastructure & equipment needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development. Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or business are funded from other appropriate sources as identified on the CIP. All future planned infrastructure needs are outlined in the System Development Fee program. The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

DESCRIPTION OF ACTIVE SYSTEM DEVELOPMENT FEES

Transportation Improvement Fee – Formerly known as Streets/Public Works. The purpose of this fee is to finance the improvements needed for the street and traffic safety needs of the citizens.

Water Fee - The purpose of this fee is to finance the water improvements needed for the citizens.

Waste Water Fee - The purpose of this fee is to finance the waste water improvements needed for the citizens.

Storm Drainage Fee - The purpose of this fee is to finance the storm drain improvements needed for the citizens.

Parks & Recreation Fee - The purpose of this fee is to finance the park improvements needed for the citizens.

Police & General Government - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens.

SYSTEM DEVELOPMENT FEE REPORTS

Fund 140

System Development Bridges/Roads Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Bridges/Roads Fund - The purpose of this fee was to finance the construction of bridges and roads and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public

This Fund is now inactive and no new revenues are anticipated. Existing funds will be allocated towards future ADA Projects.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 140

System Development Bridges/Roads Fund

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	35,673.66	35,835.00	35,946.05	36,624.03	37,858.70
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	161.34	111.05	677.98	1234.67	803.63
Total Revenues	161.34	111.05	677.98	1,234.67	803.63
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	35,835.00	35,946.05	36,624.03	37,858.70	38,662.33

Total Activity Cost	% Funded with Fee	Fund 140 Total
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No Activity Noted.

Fund 145

System Development Overpasses Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Overpasses Fund - The purpose of this fee was to finance the construction and improvements needed to provide a second crossing over the railroad tracks at Kentucky Ave. These fees provide the above described project funding to accommodate the needs generated by future development within the City. Council has determined that a second crossing at Kentucky is no longer feasible, therefore the funds have been re-allocated to a second crossing at Santa Fe Street.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public

No Projects are anticipated at this time. Additional funding for the second crossing is being collected via the Streets/Public Works System Development Fee.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 145

System Development Overpasses Fund

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	188,600.59	189,660.55	190,390.10	194,844.40	202,956.13
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	1,059.96	729.55	4,454.30	8,111.73	5201.75
Total Revenues	<u>1,059.96</u>	<u>729.55</u>	<u>4,454.30</u>	<u>8,111.73</u>	<u>5,201.75</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>189,660.55</u>	<u>190,390.10</u>	<u>194,844.40</u>	<u>202,956.13</u>	<u>208,157.88</u>

Activity Cost	% Funded with Fee	Fund 145 Total
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No Activity Noted.

Fund 146

System Development Railroad Crossing Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Railroad Crossing Fund - The purpose of this fee was to finance the improvements needed for the railroad crossing safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public

Funds have been appropriated towards the Patterson/Roselle Traffic Signal Project.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 146

System Development Railroad Crossing Fund

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	398.89	398.89	398.89	398.89	398.89
Adjust Beg. Balance Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	398.89	398.89	398.89	398.89	398.89

Total Activity Cost	% Funded with Fee	Fund 146 Total
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No Activity Noted.

Fund 205

System Development Streets/Public Works Transportation Improvements

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Streets/Public Works Fund - The purpose of this fee is to finance the improvements needed for the traffic safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$5,098
Lower Density (LDR)	DW	\$4,282
Medium Density (MDR)	DW	\$3,773
Higher Density (HDR)	DW	\$3,211
Mixed Use (MU)	DW	\$5,098
Community Commercial (CC)	Sq. Ft	\$7.99
Mixed Use Commercial (MU)	Sq. Ft	\$8.31
Industrial/Business Park	Sq. Ft	\$8.27
Office	Sq. Ft	\$5.04

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Oakdale Rd Improvements - MID Canal to North of Westgate	1/1/2026
Signal Patterson @ Roselle/Ped Crossing	2025/2026
Roselle & Morrill Intersection Improvements	2025/2026
RR Xing - & Intersection Improvements First near Patterson	2026/2027
RR Xing Improvements Third Street near Patterson	2027/2028
RR Xing Improvements Eighth Street near Patterson	2027/2028
RR Xing Improvements near Terminal Ave.	2027/2028

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 205

System Development Streets/Public Works

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	3,399,543.54	3,559,249.16	3,612,875.40	3,360,142.46	3,470,396.30
Adjust Beg. Balance					
Per Auditors	42,668.61	-8,732.65	-61,475.89	28,830.51	-2,499.81
Revenues					
Developer Fees	97,137.88	320,825.53	50,093.96	564,730.73	443,897.27
Interest	30,080.29	21,564.46	38,096.25	71,009.81	182,911.55
Loan Repayment	71,677.41	72,036.62	72,397.63	72,760.45	70,610.84
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	198,895.58	414,426.61	160,587.84	708,500.99	697,419.66
Expenditures					
Projects	52,625.00	328,540.00	327,445.23	599,619.67	0.00
Miscellaneous	5.65	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	52,630.65	328,540.00	327,445.23	599,619.67	0.00
Transfers In/(Out)	-29,227.92	-23,527.72	-24,399.66	-27,457.99	-32,054.55
Ending Fund Balance	3,559,249.16	3,612,875.40	3,360,142.46	3,470,396.30	4,133,261.60

*Revised

	Total Activity Cost	% Funded with Fee	Fund 205 Total
FY 2017-18 Activity			
Patterson & Roselle Traffic Signal	1,849,541.00	0.4%	7,758.58
Claribel & Roselle Traffic Signal	2,387,815.00	8.3%	198,851.64
FY 2019-20 Activity			
Patterson & Roselle Traffic Signal	1,849,541.00	1.6%	30,022.00
FY 2020-21 Activity			
Oakdale Rd-Morrill to Westgate	267,700.00	19.7%	52,625.00
FY 2021-22 Activity			
Oakdale Rd-MID Canal to Northerly limits	1,904,914.00	17.2%	328,540.00
FY 2022-23 Activity			
Oakdale Rd-MID Canal to Northerly limits	1,904,914.00	17.2%	327,445.23
FY 2023-24 Activity			
Oakdale Rd-MID Canal to Northerly limits	2,231,030.15	16.6%	370,769.14
Oakdale Rd-Morrill to Westgate	400,000.00	12.0%	47,827.42
Claus Road Improvements Developer Reimbursement	183,000.00	98.9%	181,023.11
FY 2024-25 Activity			
No Activity Noted.			

Fund 206

System Development Water

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Water Fund - The purpose of this fee is to finance the water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$19,362
Lower Density (LDR)	DW	\$10,085
Medium Density (MDR)	DW	\$9,681
Higher Density (HDR)	DW	\$7,019
Mixed Use (MU)	DW	\$7,019
Community Commercial (CC)	Sq. Ft	\$2.97
Mixed Use Commercial (MU)	Sq. Ft	\$2.98
Industrial/Business Park	Sq. Ft	\$2.95
Office	Sq. Ft	\$2.91

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Test Well #13 Completed	6/30/2024
Land for Well #13 purchased	1/10/2025

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 206 System Development Water

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	193,332.74	328,795.37	879,312.00	981,226.76	1,688,404.38
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	163,227.99	549,659.45	98,149.78	933,098.85	611,669.08
Interest	1,241.96	857.18	5,175.98	9,425.98	48,563.98
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>164,469.95</u>	<u>550,516.63</u>	<u>103,325.76</u>	<u>942,524.83</u>	<u>660,233.06</u>
Expenditures					
Projects	29,007.32	0.00	1,411.00	235,347.21	691,864.26
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>29,007.32</u>	<u>0.00</u>	<u>1,411.00</u>	<u>235,347.21</u>	<u>691,864.26</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>328,795.37</u>	<u>879,312.00</u>	<u>981,226.76</u>	<u>1,688,404.38</u>	<u>1,656,773.18</u>

	Total Activity Cost	% Funded with Fee	Fund 206 Total
FY 2017-18 Activity			
FY 2019-20 Activity			
Well #12 Developer Reimbursement	2,175,000.00	22.0%	479,218.00
FY 2020-21 Activity			
Well #12 Developer Reimbursement	2,175,000.00	1.3%	29,007.32
FY 2021-22 Activity			
Well #12 Developer Reimbursement	2,175,000.00	0.0%	0.00
FY 2022-23 Activity			
Well #13 Test Well	400,000.00	0.4%	1,411.00
FY 2023-24 Activity			
Well #13 Test Well Completed	400,000.00	58.8%	235,347.21
FY 2024-24 Activity			
Well #13 Design & Bid Services	400,000.00	70.29%	281,147.16
Well #13 Purchase of land	415,000.00	98.97%	410,717.10

Fund 207

System Development Waste Water

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Waste Water Fund - The purpose of this fee is to finance the waste water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$7,212
Lower Density (LDR)	DW	\$4,397
Medium Density (MDR)	DW	\$3,673
Highter Density (HDR)	DW	\$4,510
Mixed Use (MU)	DW	\$1,365
Community Commercial (CC)	Sq. Ft	\$2.37
Mixed Use Commercial (MU)	Sq. Ft	\$2.39
Industrial/Business Park	Sq. Ft	\$2.01
Office	Sq. Ft	\$1.86

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 207

System Development Waste Water

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	685,837.61	598,825.21	-77,333.90	-55,384.01	267,214.31
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	85,559.01	66,912.39	18,762.04	314,625.79	271,525.67
Interest	1,041.78	717.03	4,377.85	7,972.53	8,373.50
Total Revenues	<u>86,600.79</u>	<u>67,629.42</u>	<u>23,139.89</u>	<u>322,598.32</u>	<u>279,899.17</u>
Expenditures					
Projects	173,613.19	743,788.53	1,190.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Loan Payment	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>173,613.19</u>	<u>743,788.53</u>	<u>1,190.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>598,825.21</u>	<u>-77,333.90</u>	<u>-55,384.01</u>	<u>267,214.31</u>	<u>547,113.48</u>

	Total Activity Cost	% Funded with Fee	Fund 207 Total
FY 2019-20 Activity			
California Sewer Line Extension	200,621.00	100.0%	200,621.00
Roselle/Crawford Sewer Project	600,000.00	28.9%	173,613.19
FY 2021-22 Activity			
Roselle/Crawford Sewer Project	750,000.00	99.2%	743,788.53
FY 2022-23 Activity			
Roselle/Crawford Sewer Project	750,000.00	0.2%	1,190.00
FY 2023-24 Activity			
No Activity Noted.			
FY 2024-25 Activity			
No Activity Noted.			

Fund 208

System Development Storm Drainage

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Storm Drainage Fund - The purpose of this fee is to finance the storm drain improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$10,957
Lower Density (LDR)	DW	\$9,938
Medium Density (MDR)	DW	\$4,012
Higher Density (HDR)	DW	\$4,528
Mixed Use (MU)	DW	\$2,930
Community Commercial (CC)	Sq. Ft	\$6.10
Mixed Use Commercial (MU)	Sq. Ft	\$6.06
Industrial/Business Park	Sq. Ft	\$5.98
Office	Sq. Ft	\$5.85

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Storm Drain Outfall Improvements Candlewood	2027/2028
Study of Eighth Street Storm Drain System	2025/2026
First Street Basin Reconstruction/Improvements	2026/2028
Connect OID Snedigar Pipeline to Storm Drain	Unknown at this time.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 208

System Development Storm Drainage

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	987,678.72	1,172,927.92	1,737,013.33	1,819,876.49	2,119,903.75
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	183,745.44	563,050.28	76,546.44	288,523.84	95,749.75
Interest	1,503.76	1,035.13	6,316.72	11,503.42	52,330.01
Total Revenues	<u>185,249.20</u>	<u>564,085.41</u>	<u>82,863.16</u>	<u>300,027.26</u>	<u>148,079.76</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>1,172,927.92</u>	<u>1,737,013.33</u>	<u>1,819,876.49</u>	<u>2,119,903.75</u>	<u>2,267,983.51</u>

Total Activity Cost	% Funded with Fee	Fund 208 Total
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No Activity Noted.

Fund 209

System Development Parks & Recreation

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Parks & Recreation Fund - The purpose of this fee is to finance the park improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$4,941
Lower Density (LDR)	DW	\$5,617
Medium Density (MDR)	DW	\$4,813
Higher Density (HDR)	DW	\$4,012
Mixed Use (MU)	DW	\$3,501

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Future neighborhood Parks

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 209

System Development Parks & Recreation

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	804,152.71	867,908.18	728,622.75	788,462.52	1,077,762.45
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	84,816.48	303,675.78	57,644.66	288,094.55	170,142.93
Interest	317.73	225.83	2,195.11	1,205.38	31,669.36
Grant	0.00	0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	0.00	
Total Revenues	85,134.21	303,901.61	59,839.77	289,299.93	201,812.29
Expenditures					
Projects	21,378.74	443,187.04	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	21,378.74	443,187.04	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	867,908.18	728,622.75	788,462.52	1,077,762.45	1,279,574.74

Total Activity Cost	% Funded with Fee	Fund 209 Total
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FY 2016-17 Activity

FY 2019-20 Activity

Park Master Plan	116,000.00	74.7%	86,671.26
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FY 2020-21 Activity

No Activity Noted.

FY 2021-22 Activity

No Activity Noted.

FY 2022-23 Activity

No Activity Noted.

FY 2023-24 Activity

No Activity Noted.

FY 2024-25 Activity

No Activity Noted.

Fund 210

System Development Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Police & General Government Fund - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

<u>Land Use</u>	<u>Dev. Unit*</u>	<u>Fee Per Unit</u>
Clustered Rural (RR)	DW	\$1,789
Lower Density (LDR)	DW	\$2,034
Medium Density (MDR)	DW	\$1,741
Higher Density (HDR)	DW	\$1,451
Mixed Use (MU)	DW	\$1,268
Community Commercial (CC)	Sq. Ft	\$0.53
Mixed Use Commercial (MU)	Sq. Ft	\$0.53
Industrial/Business Park	Sq. Ft	\$0.39
Office	Sq. Ft	\$0.74

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Future Expansion/New Location - City Hall

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 210

System Development Police & General Government

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	373,277.39	399,071.06	565,792.40	654,940.21	801,911.10
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	34,114.01	166,709.36	89,147.81	146,970.89	174,291.04
Interest	13.01	11.98	0.00	0.00	22,821.03
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>34,127.02</u>	<u>166,721.34</u>	<u>89,147.81</u>	<u>146,970.89</u>	<u>197,112.07</u>
Expenditures					
Projects	8,333.35	0.00	0.00	0.00	9,706.88
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>8,333.35</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,706.88</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>399,071.06</u>	<u>565,792.40</u>	<u>654,940.21</u>	<u>801,911.10</u>	<u>989,316.29</u>

	Total Activity Cost	% Funded with Fee	Fund 210 Total
FY 2017-18 Activity			
Animal Control Transportation Unit	18,966.00	100.0%	18,966.00
Spatial Analysis	110,000.00	21.3%	23,448.68
Vehicle - Parks Department	33,025.12	100.0%	33,025.12
Animal Control Vehicle - Payment #1	20,000.00	100.0%	20,000.00
FY 2019-20 Activity			
Spatial Analysis	110,000.00	84.3%	92,755.02
FY 2020-21 Activity			
No Activity Noted.			
FY 2021-22 Activity			
No Activity Noted.			
FY 2022-23 Activity			
No Activity Noted.			
FY 2023-24 Activity			
No Activity Noted.			
FY 2024-25 Activity			
City Hall Facility Evaluation	20,000.00	48.53%	9,706.88

Fund 214

System Development Crossroads Streets/Public Works

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Streets/Public Works Fund - The purpose of this fee was to finance the Streets and Public Works improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$1,899
Residential - Multi Family	DW	\$1,899

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 214

System Development Crossroads Streets/Public Works

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Total Activity Cost	% Funded with Fee	Fund 214 Total
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No Activity Noted.

Fund 217

System Development Crossroads Storm Drain

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Storm Drainage Fund - The purpose of this fee was to finance the Storm Drain infrastructure improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,970
Residential - Multi Family	DW	\$2,121

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 217

System Development Crossroads Storm Drainage

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Total	% Funded	Fund 217
Activity Cost	with Fee	Total

No Activity Noted.

Fund 219

System Development Crossroads Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Police & General Government Fund - The purpose of this fee was to finance the public safety & general government improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,232
Residential - Multi Family	DW	\$2,297

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2024-25 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 219

System Development Crossroads Police & General Government

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Beginning Fund Balance	0.00	0.00	0.00	0.00	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	0.00	0.00	0.00	0.00	0.00

Total Activity Cost	% Funded with Fee	Fund 219 Total
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No Activity Noted.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: December 9, 2025

Subject: Receive Direction from City Council Regarding the Next Steps for Pest Control Services for City-Owned Facilities.

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council receive an update on the Request for Proposals for Pest Control Services for City-Owned facilities and provide direction to staff regarding the next steps.

SUMMARY

On September 25, 2025, the Parks and Recreation Department issued a Request for Proposals (RFP) for pest control services for 14 City-owned facilities. The City's current pest control vendor has been providing services without a formal agreement since 2021. To update service specifications and establish a formal contract with a qualified vendor, the department initiated the RFP process.

Staff contacted five commercial pest control companies and invited them to review the RFP and submit proposals. A pre-bid meeting was held, during which only one company, Dewey Services, Inc., expressed interest. However, by the proposal deadline the City received zero submissions. Staff followed up with Dewey Services, Inc. to determine why a proposal was not submitted. The company explained that the RFP required prevailing wage, and the additional labor costs made the project financially unfeasible.

After consulting with the City Attorney, staff confirmed that pest control services are **not** subject to prevailing wage requirements and that the City may contract for these services without that condition. Staff relayed this clarification to Dewey Services, Inc., who then submitted a proposal.

The City currently pays \$3,984.00 annually for pest control services, a rate established during the previous RFP in 2018. Dewey Services, Inc.'s new proposal is \$10,590.00 annually, an increase of \$6,606.00 compared to current costs.

Staff is seeking direction from the City Council on how to proceed. The following options are available:

1. Accept Dewey Services, Inc.'s proposal of \$10,590.00 annually for a three-year contract.
2. Revise and reissue the RFP to remove the prevailing wage requirement and solicit additional proposals.

BACKGROUND

In 2018, the City issued a Request for Proposals (RFP) for pest control services for City-owned facilities. Multiple proposals were received, and the most cost-effective bid came from Nortek Pest Control at \$3,984.00 annually. The City entered into an agreement with Nortek with the understanding that another RFP would be conducted after three years. However, the RFP process was never repeated, and Nortek continued providing services at the same annual rate without a new contract.

In 2025, while reviewing vendor agreements, staff discovered that the City no longer had a current, fully executed agreement with Nortek. Nortek also confirmed that no valid contract existed between the two parties. To secure an updated agreement and obtain current pricing—given that the existing rate dated back to 2018—staff began preparing a new RFP for pest control services.

The RFP was published on September 25, 2025, with proposals due November 6, 2025. Staff contacted five local pest control companies, inviting them to review the RFP and submit proposals. A pre-bid meeting was held on October 24, 2025, during which only one company, Dewey Services, Inc., attended and expressed interest.

When the proposal deadline arrived, the City received zero submissions. Staff contacted Dewey Services, Inc. to understand why they chose not to submit a proposal. The company explained that the RFP required prevailing wage, and the additional administrative and labor costs made the project financially unfeasible. Staff then consulted the City Attorney, who confirmed that pest control services are not subject to prevailing wage requirements. Staff also asked whether the RFP needed to be reissued to remove that requirement. The City Attorney advised that because a full RFP process had already been completed, the City could proceed with obtaining a proposal directly.

Staff relayed this clarification to Dewey Services, Inc., and the company subsequently submitted a proposal.

Their proposal included an annual cost of \$10,590.00, representing an increase of \$6,606.00 compared to the City's current annual cost of \$3,984.00 for similar services.

Due to this significant cost difference, staff is seeking direction from the City Council on how to proceed. The following options are presented:

1. Accept Dewey Services, Inc.'s proposal of \$10,590.00 annually for a three-year contract.
2. Revise and reissue the RFP to remove the prevailing wage requirement and solicit additional proposals.

If the City Council elects to accept the proposal, pest control services would begin January 1, 2026, under a three-year term. Acceptance would also require the City Council to approve an additional \$6,606.00 annually in the budget for pest control services.

If the City Council chooses to reissue the RFP, staff will revise the document, remove the prevailing wage language, and contact additional pest control companies to encourage broader participation. However, reissuing the RFP may delay securing pest control services, leaving the City without service coverage during the interim period.

STRATEGIC PLAN

In the city's recently updated Strategic Plan, the city has created a goal to 'prioritize financial stability'. An outlined strategy for the goal is to 'evaluate all contracts and partnerships for cost-effectiveness.'

FINANCIAL IMPACT

Of the two options provided by staff, there are financial impacts that can be made.

1. **Accept Dewey Services, Inc.'s proposal of \$10,590.00 annually for a three-year contract.** The City Council can accept this proposal of paying \$10,590.00 annually for pest control services. That is \$6,606.00 more than what the city is currently paying for services. The city would then need to allocate the difference from the General Fund to cover the difference annually.
2. **Revise and reissue the RFP to remove the prevailing wage requirement and solicit additional proposals.** The City Council can elect to go back out to bid with a new RFP process. Staff could engage directly with more commercial pest control services inviting them to submit a proposal. This may yield more proposals that may be more affordable. However, this may delay getting a contract in place for pest control services and will leave city-owned facilities without this service while this process is completed.

ATTACHMENTS

1. Request for Proposals for Pest Control Services
2. Proposal- Dewey Services, Inc.

Request For Proposals

**Pest Control Services
City of Riverbank
Buildings and Parks**



Issued: September 25, 2025
Proposal Deadline: November 6, 2025

REQUEST FOR PROPOSALS (RFP)

Pest Control Services for City of Riverbank Buildings and Parks.

Issued: September 25, 2025

Proposal Deadline: November 6, 2025

I. INTRODUCTION

The City of Riverbank is soliciting proposals from qualified and licensed pest control contractors to provide comprehensive pest control services for designated City facilities, including City buildings, parks, and specialized facilities.

The City seeks a three-year contract with the possibility of extension, during which the contractor will implement integrated pest management practices that emphasize effective, environmentally responsible, and safe methods of pest prevention and control.

II. SCOPE OF WORK

The purpose of this contract is to ensure that all designated City of Riverbank facilities remain free from pest infestations that may pose health, safety, or property concerns. The contractor shall provide consistent, high-quality pest control services in accordance with industry best practices and in compliance with all applicable federal, state, and local regulations.

SERVICE LOCATIONS

The contractor shall provide pest control services at, but not limited to, the following facilities:

City Buildings: City Hall Buildings, Police Services Building, Community Center, Public Works Corporation Yard, Teen Center, Scout Hall, and other administrative offices as designated.

Parks & Recreation Facilities: Castleberg Park (snack bar, storage facilities, restrooms), Riverbank Sports Complex (snack bar, storage, restrooms), and the Riverbank Community Pool (locker rooms, restrooms, office, and surrounding perimeter).

Special Facilities: Wastewater Treatment Plant, and other City-owned operational facilities as designated by staff.

Additional Locations: Other City parks, facilities, or event spaces as may be added during the term of the contract.

SERVICE FREQUENCY

Every Other Month (Bi-Monthly): All standard facilities and locations.

Seasonal (May through September): Community Pool and associated facilities.

As Needed (On-Call): Emergency pest infestations or problem areas requiring immediate attention.

TARGET PESTS

Services shall address, but not be limited to, the control of the following pests:

Crawling Insects: ants, cockroaches, spiders, earwigs, silverfish, beetles.

Flying Insects: wasps, yellow jackets, mosquitoes, gnats.

Rodents: rats, mice, ground squirrels, gophers.

Termites and wood-destroying organisms (as needed and with prior approval).

SERVICE REQUIREMENTS

Interior and Exterior Treatments: Contractor shall apply treatments to building perimeters, entryways, and interiors where infestations or conditions warrant. Special attention shall be given to concession areas, restrooms, locker rooms, storage facilities, and office spaces.

Integrated Pest Management (IPM): Contractor shall utilize IPM techniques that minimize chemical use while maintaining effective control. This includes monitoring, sanitation recommendations, and mechanical control where appropriate.

Emergency Response: Contractor must respond to emergency service calls within 24 hours of notification by City staff.

Recordkeeping and Reporting: A written service report shall be provided following each visit, detailing the facility serviced, date, type of treatment performed, products used (including EPA registration numbers), and any recommended corrective actions.

Safety and Compliance: All chemical applications shall be performed in compliance with EPA, OSHA, and California Department of Pesticide Regulation standards. Contractor shall ensure that treatments are safe for public spaces, including playgrounds, parks, and community-use facilities.

Signage and Notification: Contractor shall post proper warning notices where required and communicate with City staff and residents prior to treatment in public areas.

III. CONTRACTOR QUALIFICATIONS

To ensure high-quality service and compliance with all applicable laws and regulations, the successful contractor must meet the following minimum qualifications:

Licensing & Certification: Possess a valid California Structural Pest Control License issued by the Structural Pest Control Board. Maintain all applicable California Department of Pesticide Regulation (DPR) licenses, certificates, and registrations. Ensure that all personnel applying pesticides hold current Qualified Applicator Certificates (QAC) or Qualified Applicator Licenses (QAL), as appropriate.

Experience: Demonstrated ability to perform pest control in diverse settings, including office buildings, community-use facilities, parks, pools, snack bars, and utility sites. Experience implementing Integrated Pest Management (IPM) practices, with examples of successful projects preferred.

Staffing & Training: Personnel must be clearly identifiable in clean company uniforms, trained, and knowledgeable about safety protocols and equipment. Any individual applying or handling chemicals must either possess a Qualified Applicator Certificate (QAC) issued by the California Department of Pesticide Regulation or be immediately trained by a staff member with this certification. They must be capable of adhering to and reporting in accordance with current MS-4 regulations. It is preferred that a certified arborist be available.

The selected contractor must ensure that sufficient staff is available to meet the needs throughout the duration of the contract. This includes providing personnel for regular maintenance services as well as accommodating any unforeseen or emergency needs.

Regular coordination with the City of Riverbank will be required to ensure that staffing levels are adequate for scheduled events, peak usage times, or any special requests that may arise during the course of the contract.

The selected contractor must comply with all applicable prevailing wage laws as required by state or federal law, e.g., California Labor Code § 1770 et seq.

The selected contractor and subcontractors who submit a proposal are required to have a current license and be listed with the Department of Industrial Relations (DIR) in accordance with Bill 854 and are subject to verification through the

Contractors State Licensing Board and DIR. (Pursuant to Labor Code section 1725.5).

Conduct ongoing staff training to ensure compliance with evolving regulations, safety standards, and IPM techniques.

Staff working at sensitive sites (City Hall, Police Services, Community Pool, etc.) must undergo background checks and be approved by the City prior to assignment.

Equipment: All vehicles must be clearly marked with the selected contractor's logo. Additionally, all equipment should be well-maintained, in good working condition, and suitable for the scope of work.

Safety: The selected contractor must prioritize the safety and well-being of all personnel, City staff, and the public throughout the duration of the contract. The contractor shall adhere to all applicable safety regulations, standards, and best practices, ensuring a safe work environment at all times.

All staff members working for the selected contractor must undergo safety training relevant to their job duties, including: Basic workplace safety training, including the use of personal protective equipment (PPE), specialized training for equipment operation, chemical handling, and hazardous materials, first aid/CPR certification for key personnel, and ongoing safety refresher courses throughout the duration of the contract

The selected contractor must ensure that all personnel are equipped with and wear appropriate PPE at all times while on-site.

The contractor must ensure that all equipment is maintained and operated in a safe manner, in compliance with safety regulations and standards.

Public Relations: The selected contractor is expected to maintain a positive relationship with the City of Riverbank, residents, and the public throughout the duration of the contract. Effective communication, transparency, and responsiveness to public inquiries are key components of this relationship. The contractor shall ensure that all interactions with the community are professional, respectful, and aligned with the City's values and objectives.

Communication and Coordination with the City: The contractor will designate a primary point of contact who will be responsible for all communication with the City of Riverbank's designated representative. This contact should be accessible and responsive to inquiries or concerns raised by the City. The contractor must provide the city with a routine schedule to complete the scope of work. Status updates to the City on the progress of the work, challenges, and any changes to the schedule. Prompt notification of any issues or delays that may impact the

timeline or scope of work. Regular meetings as requested by the City to discuss progress, upcoming work, and any necessary adjustments.

Community Engagement and Public Notices: The contractor will be expected to coordinate with the City to ensure that the public is informed of any disruptions or changes to services, such as temporary closures, traffic diversions, or maintenance schedules. This may include posting notifications on City websites, social media, or other public platforms as directed by the City, providing advance notice for work that may cause noise, dust, or other disturbances to the surrounding community, engaging with residents, especially when work may impact high-traffic areas, and addressing their concerns in a timely and professional manner.

Performance Standards and Evaluation: The selected contractor will be expected to meet or exceed the performance standards outlined in this Request for Proposals. Performance will be monitored to ensure that work is completed according to the specified requirements, within the agreed-upon timelines, and with a high level of quality. The City of Riverbank will evaluate the contractor's performance based on the following criteria:

Quality of Work: All services must meet the specifications outlined in the RFP and contract. Work will be evaluated for adherence to quality standards, including consistency, attention to detail, and overall workmanship.

Timeliness and Adherence to Schedule: The contractor must complete all tasks within the agreed-upon timeframe. Delays or missed deadlines will be reviewed and may affect evaluation scores.

Safety Compliance: All work must be performed in accordance with the established safety protocols. Compliance with federal, state, and local safety regulations will be assessed.

Public Relations and Customer Service: The contractor must engage with the public and City staff in a professional, respectful manner. Responsiveness to inquiries, concerns, and complaints will be part of the performance evaluation.

Communication and Reporting: Regular updates to the City regarding work progress, challenges, and completion of milestones will be evaluated. Clear, timely communication with the City is essential.

Equipment and Resource Management: The contractor's management of equipment, materials, and personnel will be assessed to ensure optimal performance and minimal downtime.

Inspection and Quality Assurance: The City will conduct periodic inspections to evaluate the quality of work. These inspections will assess work completed in accordance with the project specifications, adherence to safety standards and the overall condition and cleanliness of the worksite. The contractor will be expected to promptly address any deficiencies identified during inspections. If work does not meet the required standards, the City may request rework or additional corrective actions at no extra cost to the City.

Performance Reviews: The contractor's performance will be formally reviewed on a regular basis, with the following provisions:

Periodic Reviews: Performance evaluations will be conducted periodically, depending on the scope, duration of the contract, and overall satisfaction of the City. These reviews will include feedback on the contractor's work quality, adherence to timelines, and safety practices.

Reports: The contractor must maintain reports detailing work completed, upcoming tasks, and any issues or delays that have occurred. These reports should be submitted in a timely manner upon request.

Feedback from City Staff and Public: Feedback from the City's designated representative, residents, and other stakeholders will be considered in the evaluation process. This may include responses to surveys, community concerns, or direct feedback regarding the contractor's performance.

Non-Compliance and Corrective Action: If the contractor fails to meet any performance standard or deadline, the City will provide written notice of the deficiency and request corrective action. The contractor will be given a reasonable amount of time to address the issue. If corrective actions are not satisfactorily implemented, the City reserves the right to:

Issue a performance warning or require additional oversight.

Apply financial penalties as specified in the contract.

Terminate the contract for non-performance if issues persist or are deemed significant enough to disrupt the contract.

Compliance & Safety Record: The selected contractor must have demonstrated record of regulatory compliance with the California Structural Pest Control Board, DPR, EPA, OSHA, and other relevant agencies, no history of significant violations, license suspensions, or contract terminations within the past five (5) years, and documented safety program, including hazard communication, emergency response, and proper storage/disposal of chemicals.

IV. INSURANCE AND COMPLIANCE REQUIREMENTS

To ensure that the City of Riverbank is adequately protected against any potential liabilities arising from the contractor's work, the selected contractor will be required to maintain insurance throughout the term of the contract. The following insurance requirements must be met:

General Liability Insurance: The contractor must maintain commercial general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall cover claims for bodily injury, property damage, and personal injury arising from the contractor's work. The City of Riverbank must be named as an additional insured on this policy. The insurance must cover both on-site and off-site activities related to the project.

Workers' Compensation Insurance: The contractor must maintain workers' compensation insurance in compliance with California state law, covering all employees involved in the project. The contractor must also provide evidence of employer's liability insurance with a minimum limit of \$1,000,000.

Automobile Liability Insurance: The contractor must maintain automobile liability insurance covering all vehicles used in the performance of the contract. The coverage should include bodily injury and property damage with a minimum limit of \$1,000,000 per occurrence. The City of Riverbank must be named as an additional insured for any vehicles used in the performance of the contract.

Additional Insured: All insurance policies required under this section must name the City of Riverbank, its officers, employees, and agents as additional insureds, with respect to any claims, damages, losses, or expenses arising from the contractor's performance under the contract.

Certificate of Insurance: The contractor shall submit a certificate of insurance for all required insurance policies to the City prior to the commencement of work. The certificate shall include the following: the name of the insurance carrier, policy number, coverage amounts, and effective dates, a statement that the City of Riverbank is named as an additional insured, a statement that the policy will not be canceled or materially altered without at least 30 days' written notice to the City of Riverbank.

Subcontractor Insurance: The contractor shall ensure that any subcontractors hired for the project also meet the insurance requirements specified in this section. The contractor must require subcontractors to provide proof of insurance, and the City of Riverbank must be named as an additional insured on any policies held by subcontractors.

Failure to Comply: Failure to provide the required insurance coverage within the specified timeframe may result in the termination of the contract or disqualification from the award process.

COMPLIANCE OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: California Department of Pesticide Regulation (DPR) requirements, California Structural Pest Control Board licensing rules, Occupational Safety and Health Administration (OSHA) safety standards, and Environmental Protection Agency (EPA) pesticide regulations. Contractor shall maintain all licenses, permits, and certifications required to perform pest control services in California. Contractor shall adhere to Integrated Pest Management (IPM) practices, emphasizing reduced-risk methods and responsible pesticide application. The City reserves the right to inspect the safety practices of the contractor at any time and may require corrective action if safety protocols are not followed.

INDEMNIFICATION

The contractor shall defend, indemnify, and hold harmless the City of Riverbank, its officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from contractor's performance of services, except to the extent caused by the sole negligence or willful misconduct of the City.

V. PROPOSAL SUBMISSION REQUIREMENTS

Those interested in responding to this Request for Proposals must submit the following information to the City of Riverbank. The City of Riverbank has the right to disqualify any and all proposals. Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal should include the following items:

Completed Application Form (Attachment A)

Completed Bid Form (Attachment B)

A copy of a valid City of Riverbank Business License

Proof of Insurances and Licenses as Outlined in the RFP

Any additional information or qualifications relevant to the proposal

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the criteria shown below. If interviews are held, the top ranked proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview. The following is the criteria for which proposals will be ranked:

Experience & Qualifications (30%): Demonstrated ability and past performance on contracts of similar size and scope.

Cost Proposal (30%): Overall value, competitiveness, and clarity of pricing

Technical Approach (30%): Proposed methodology, including use of IPM and environmentally responsible practices.

Proposal Quality (10%): Completeness, organization, and responsiveness to the RFP requirements.

Note: City of Riverbank reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

VII. SUBMISSION INSTRUCTIONS

The following are submission instructions that all proposers agree to and understand:

Submission of Proposals: Proposals will be received until NOVEMBER 6TH, 2025 at 5:00 PM Pacific Time. Proposals must be submitted in a sealed envelope or mailing container, clearly visible on the outside of the envelope the name of the business and the words "CITY OF RIVERBANK PESTICIDE". The proposal shall be signed by a representative of the proposer who is authorized to sign for and contractually bind the proposer. Proposals shall be submitted to Michael Patton, the City of Riverbank Parks and Recreation Director, at Riverbank City Hall, 6707 Third Street, Riverbank, California 95367. Proposals that are mailed: send to 6707 Third Street, Riverbank, California 95367. Proposals may not be submitted by electronic means.

Response Date: In order to be considered for selection, proposals must arrive to the City in the manner and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer. Submission of proposals or additional information offered after the closing date and time will not be accepted or considered.

Right to Modify Process: The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.

Addenda: In the event that it becomes necessary to revise any part of this RFP, an addenda will be provided to all prospective proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued no later than five (5) days prior to the RFP closing date. Receipts of any addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.

Accept or Reject Proposals: The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or delay or cancel this RFP process without liability to the City if the City determines it is in the public's interest to do so.

Additional Information: The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

Pre-Bid Meeting: The City will host a pre-bid meeting to answer questions in regards to this RFP. Attendance to the site visit is highly recommended but not required to submit a proposal. The pre-bid meeting will be on October 24th at 1:00 PM at the City Council Chambers located at 6707 Third Street Suite B, Riverbank, California 95367

Qualification Requirements: Each responsible proposer shall respond to the proposal requirement as presented. Proposals received without all the required information may be rejected as being non-responsive.

Pre-Proposal Interpretation and Addenda of Contract Documents: Any clarification or interpretation of the RFP will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/ or addendum.

Withdrawal of Proposal: A proposer may withdraw their proposal, by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, delivered to the City prior to 5:00 PM on November 6, 2025.

Rights of City to Award or Reject Proposals: The RFP does not commit the City to award or enter into a contract. The City reserves the right to:

Accept or reject any or all proposals or any portion thereof received as a result of this RFP.

Accept a proposal and subsequent offers for services from a proposer other than the one with the highest cost.

In determining the most responsive proposer(s), the City reserves the right to take into consideration any or all information supplied by the proposer in his/her proposal and the City's investigation into the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.

If the proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.

Any contract arising from this RFP will be negotiated with the successful proposer. The successful proposer shall commence services only after a contract with the City is fully executed and the City has issued a 'Notice to Proceed'.

Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.

The City reserves the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer.

To negotiate with any proposer.

Acceptance of Proposal Content: The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award.

Non-Assignment: If a contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the contract may be granted based on the sole determination of the City.

Notice of Intent to Award: All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award a contract.

RFP Process Dates

RFP Document Published and Distributed	September 25, 2025
Pre-Bid Meeting	October 24, 2025
Proposal Submission Deadline	November 6, 2025
Notice of Award and Contract Execution	December 9, 2025
Estimated Start Up Date	January 1, 2026

Incurred Costs: Neither the City, nor its officers, agents nor employees are liable for any cost incurred by proposer prior to issuance of a contract. All prospective proposers who respond to this RFP do so solely at the proposer's cost and expense.

Disposition of Proposals: All materials submitted in response to the RFP shall become the property of the City upon delivery.

VIII. TERMS AND CONDITIONS

The following are the terms and conditions of the RFP and award with the selected contractor:

Reservation of Rights: The City reserves the right to reject any or all proposals, waive informalities, and accept the proposal that best serves the interests of the City.

Proposal Validity: Proposals shall remain valid for a period of 90 days from the submission deadline.

Costs of Preparation: The City will not be liable for any costs incurred by contractors in preparing or submitting proposals.

Contract Award: Award of contract is contingent on City Council approval. The selected contractor will be required to enter into a written agreement with the City.

Addenda: Any clarifications, revisions, or changes to this RFP will be issued in the form of a written addenda. Bidders must acknowledge receipt of all addenda.

Public Records Act: All proposals will be considered public records once submitted and may be subject to disclosure under the California Public Records

Act (CPRA), except for information clearly marked as proprietary or confidential to the extent allowed by law.

TERM AND TERMINATION

The term of the contract shall commence on the effective date of the agreement and shall continue for an initial period of three (3) years, unless earlier terminated in accordance with the provisions set forth in this section.

Termination for Convenience: The City may terminate the contract, in whole or in part, at any time, without cause, by providing the contractor with thirty (30) days' written notice. In the event of termination for convenience, the City will compensate the contractor for all services performed up to the effective date of termination, subject to the terms and conditions of the contract.

Termination for Cause: The City may terminate the contract immediately for cause if the contractor:

- Fails to perform the work as specified in the contract, including any deficiencies or failure to meet performance standards.

- Fails to meet any deadlines or milestones established in the contract or otherwise delays work without an acceptable cause.

- Fails to comply with any legal, regulatory, or contractual obligations.

- Commits any act of fraud, misrepresentation, or other illegal activity related to the contract.

- Fails to maintain the required insurance or bonding as stipulated in the contract.

In the event of termination for cause, the City will provide the contractor with written notice specifying the reasons for termination and allowing the contractor an opportunity to cure the issue(s) if applicable, prior to final termination.

Termination for Non-Compliance with Safety or Environmental Standards: If the contractor fails to comply with established safety or environmental regulations, the City may terminate the contract immediately upon written notice. This includes, but is not limited to, violations of health and safety standards, environmental laws, or failure to adhere to the project's safety protocols as outlined in the contract.

Termination Upon Bankruptcy or Insolvency: If the contractor becomes bankrupt, insolvent, or enters into liquidation, the City may terminate the contract immediately by providing written notice. In the event of bankruptcy or insolvency,

the City may, at its sole discretion, continue or terminate the contract, based on what is in the best interest of the City.

Effect of Termination: Upon termination of the contract, for any reason, the contractor shall:

Cease all work under the contract as of the termination date.

Return to the City any City-owned property or materials in the contractor's possession.

Submit a final invoice for work completed to the date of termination, and the City shall pay the contractor for any services rendered up to the termination date, in accordance with the payment terms of the contract.

The City shall not be liable for any further obligations or liabilities under the contract after the termination date, except as provided for in the contract.

Dispute Resolution: In the event of a dispute between the City and the contractor regarding termination, both parties agree to attempt to resolve the dispute through negotiation or mediation before seeking further legal action.

IX. CONTACT INFORMATION

For inquiries or to request additional information, please contact:

Michael Patton
City of Riverbank Parks and Recreation Director
Email: mpatton@riverbank.org
Phone: 209-863-7140

ATTACHMENT A

**PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
APPLICATION FORM**

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Company Name: _____
Primary Contact Name: _____
Title/Position: _____
Business Address: _____
Phone Number: _____
Email Address: _____
Website (if applicable): _____

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): _____
Years in Business: _____
City of Riverbank Business License Number: _____
DIR Number: _____
Federal Tax ID Number: _____
Certifications (e.g., QAC, QAL, etc.):

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: _____
List of Municipal or Public Agency Clients :

References:

Provide at least three professional references.

Name: _____

Phone: _____

Email: _____

Project Description: _____

Name: _____

Phone: _____

Email: _____

Project Description: _____

Name: _____

Phone: _____

Email: _____

Project Description: _____

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): _____

Title: _____

Signature: _____

Date: _____

Submission

Submit this application and all required documentation by November 6, 2025 to:

City of Riverbank Parks and Recreation Department

Attn: Michael Patton

6707 Third Street

Riverbank, CA 95367

ATTACHMENT B**PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS
BID FORM**

FACILITY	NUMBER OF MONTHS PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morril Road	6	\$	\$
Castleberg Park 5845 8th Street	6	\$	\$
Community Pool 6601 7th Street	4	\$	\$
Community Center Building 3600 Santa Fe	6	\$	\$
City Hall South 6617 Third Street	6	\$	\$
City Hall North 6707 Third Street	6	\$	\$
Scout Hall 3017 High Street	6	\$	\$
Sheriffs Office Building 6727 Third Street	6	\$	\$
Historical Society Museum Building 3237 Santa Fe	6	\$	\$
Teen Center 3600 A Santa Fe	6	\$	\$
Parks Trailer 2901 High Street	6	\$	\$
Public Works Corporation Yard CNG Building 2901 High Street	6	\$	\$
Public Works Administration Office 3012 High St.	6	\$	\$
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$	\$
TOTAL			

ATTACHMENT A

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS APPLICATION FORM

Instructions: Please complete this application form in its entirety and attach all required documentation. Incomplete applications may result in disqualification. Submit this form along with your proposal by the deadline specified in the RFP.

Applicant Information

Company Name: DEWEY SERVICES INC DBA DEWEY PEST CONTROL
 Primary Contact Name: GEORGE KUKKON
 Title/Position: BRANCH MANAGER
 Business Address: 5030 SALIDA BLVD, SALIDA CA
 Phone Number: 209-543-8355
 Email Address: GKUKKON@DEWEYPEST.COM
 Website (if applicable): HTTPS://DEWEYPEST.COM

Business Information

Business Type (e.g., LLC, Corporation, Sole Proprietorship): S CORPORATION
 Years in Business: 96
 City of Riverbank Business License Number: TBD - MODOSTO 1207254
 DIR Number: 1000025527
 Federal Tax ID Number: 95-3152289
 Certifications (e.g., QAC, QAL, etc.):
QAL, DPR, STRUCTURAL PEST CONTROL OPERATOR
BRANCH 1, 2, + 3.

Experience and Qualifications

Number of Similar Contracts Completed in the Last 5 Years: 4
 List of Municipal or Public Agency Clients :
CITY OF LANSING, CITY OF EAGLE, CITY OF TROY, CITY OF RIVERBANK

References:

Provide at least three professional references.

Name: CHUCK SYNOLD

Phone: 559-554 2444

Email: CSYNOLD @ AGRICULTUREDISTRIBUTING.COM

Project Description: PRODUCTS AND EQUIPMENT

Name: PAUL MARSDEN

Phone: 925 818 2210

Email: PMARSDEN @ AHTNA.NET

Project Description: RODENT CONTROL

Name: GABE DE LA TORRE PRADO

Phone: 310-524-7709

Email: JPRADO @ ELSEGUARD.ORG

Project Description: CITY OF ELSEGUARD

Insurance

Attach proof of the following:

- General Liability Insurance
- Workers' Compensation Insurance
- Auto Insurance

Additional Attachments

Please include the following with your application:

- List of Personnel and Resumes
- Copy of Relevant Licenses and Certifications

Certification

By signing below, I certify that all information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in disqualification or termination of the contract.

Authorized Representative Name (Print): George KLUKA

Title: BRANCH MANAGER

Signature: [Signature]

Date: 11-21-25

ATTACHMENT B

PEST CONTROL SERVICES FOR CITY OF RIVERBANK BUILDINGS AND PARKS BID FORM

FACILITY	NUMBER OF MONTHS PER YEAR	FEE PER MONTH	ANNUAL TOTAL
Sports Complex 2119 Morrill Road	6	\$ 125	\$ 750
Castleberg Park 5845 8th Street	6	\$ 125	\$ 750
Community Pool 6601 7th Street	4	\$ 135	\$ 540
Community Center Building 3600 Santa Fe	6	\$ 125	\$ 750
City Hall South 6617 Third Street	6	\$ 125	\$ 750
City Hall North 6707 Third Street	6	\$ 125	\$ 750
Scout Hall 3017 High Street	6	\$ 125	\$ 750
Sheriffs Office Building 6727 Third Street	6	\$ 135	\$ 810
Historical Society Museum Building 3237 Santa Fe	6	\$ 125	\$ 750
Teen Center 3600 A Santa Fe	6	\$ 125	\$ 750
Parks Trailer 2901 High Street	6	\$ 135	\$ 810
Public Works Corporation Yard CNG Building 2901 High Street	6	\$ 135	\$ 810
Public Works Administration Office 3012 High St.	6	\$ 135	\$ 810
Waste Water Treatment Plant 23865 Santa Fe Road Escalon, CA 95320	6	\$ 135	\$ 810
TOTAL		1810	10,590

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: December 9, 2025

Subject: A Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association for the Term of January 1, 2026 to December 31, 2028, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment

From: Marisela H. Garcia, City Manager

Submitted by: Tammy Alcantor, Assistant City Manager/Administrative Services Director

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association.

SUMMARY

An agreement has been reached between the City of Riverbank and the Riverbank Mid-Management Employees Association. This Memorandum of Understanding (MOU) was attained through the good-faith negotiation efforts and mutual consent of both parties. The MOU details the terms and conditions of employment for a three (3) year term of January 1, 2026 through December 31, 2028.

BACKGROUND

The Riverbank Mid-Management Employees Association ("RMMEA") is comprised of 20 employees which includes mid-management level supervisors and confidential employees.

The current MOU for the RMMEA is set to expire on December 31, 2025. In anticipation of its expiration, City representatives and the RMMEA began good-faith labor negotiations in July of 2025 for terms and conditions of a new MOU.

During subsequent negotiation meetings, a few proposals were exchanged between the City and the RMMEA before coming to a mutual consent on a Tentative Agreement. The City's bargaining team strongly believes that the agreed upon Tentative Agreement is the most beneficial to both the City and its Mid-Management employees, given the current economic conditions.

At this time, the two parties are requesting the City Council consider the approval of the January 1, 2026 – December 31, 2028 MOU between the City of Riverbank and the Riverbank Mid-Management Employees Association.

KEY TERMS OF THE AGREEMENT

The elements that comprise the agreement are as follows:

1. Contract Term (Section 1.03):

Three (3) Years January 1, 2026 - December 31, 2028

2. Salary/Compensation (Section 3.01):

Year 1: Four (4%) Percent	January 2026 (first full pay-period)
Year 2: Four (4%) Percent	January 2027 (first full pay-period)
Year 3: Three (3%) Percent	January 2028 (first full pay-period)

In addition to the wage increases above, the City shall provide each employee with two (2), one-time, non-PERSable lump sum amounts in the amount of \$1,000.00 per employee effective the first full pay period of January 2026, and \$1,000.00 per employee effective the first full pay period of July 2026.

3. Deferred Compensation Increase (Section 5.06):

The City currently contracts with MissionSquare ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into their account until the employee's retirement, permanent disability, death, or as allowed by ICMA. For participating employees covered by this MOU the City shall match the employees' contribution in an amount not to exceed \$125.00 per pay-period, provided that the employee is contributing at least \$125.00 per pay-period.

This is an increase from \$100.00 per pay period to \$125 per pay period.

4. Insurance Opt-Out Increase (Section 5.01):

Effective January 1, 2026, the City will increase the monthly payment for employees who choose to opt out of the City-provided health plan from \$250 to \$350.

5. Life Insurance Increase (Section 5.04):

Increase City-paid Life Insurance from \$50,000 to \$100,000

6. Mid Management Leave (Section 7.06):

Increase from 48 hours to 56 hours with no cash-out option.

7. Certification Pay (Section 3.12):

The City encourages the professional development of employees and encourages employees to obtain certifications relevant to the employee's current position. Subject to prior written approval by the City Manager, the City shall provide an additional two and one-half percent (2.5%) incentive pay, for only one (1) of the following certifications that are being added to the list:

- Qualified Applicator Certificate (QAC)
- Qualified Applicator License (QAL)
- Notary Public Commission

8. Longevity Pay (Section 3.11):

The Longevity Pay schedule will change with the addition of the 5-year tier as follows:

<u>Years of Service</u>	<u>Longevity Pay Rate</u>
5 Years less than 10	1.5%
10 years less than 13	additional 2.5% (total 4%)
13 but less than 20	additional 2.5% (total 6.5%)
20 but less than 25	additional 2.5% (total 9%)
25+	additional 2.5% (total 11.5%)

The total longevity pay increase any employee can receive during their term of employment is eleven and a half percent. (11.5%)

9. Safety Work Boots (Section 6.03):

Addition of Probationary employees will be eligible to receive the safety boot allowance during their six-month probationary period.

The maximum reimbursement amount for safety boots will be increased from \$250 to \$350.

Employees may purchase safety boots through a City account, provided there is a pre-approval in place to ensure accountability and prevent misuse.

10. Equity Adjustments (Section 3.01):

The City agrees to meet and confer with the Mid-Management Unit following completion of the Salary Class and Compensation Study to discuss potential equity adjustments.

11. Compensatory Time (Section 3.07):

Employees covered under this MOU will be eligible for two cash-outs of compensatory time in the first full pay periods of June and December. Cash-out hours have been increased from forty (40) hours to fifty (50) hours.

12. Increase and Modification Tuition Reimbursement (Section 6.01):

Increase the tuition reimbursement from \$1,500 to \$2,500 and include certifications and trade schools, subject to prior approval of the Department and City Manager. All other qualifications will remain if applicable.

13. Sick Leave Cash-Out (Section 7.02 G)

Increase sick leave hours cash out from nine (9) hours to twenty-five (25) hours.

Employees covered by this MOU may “cash-out” twenty-five (25) hours of sick leave once each fiscal year, provided that they have a minimum of 200 hours of sick leave on the books, and the employee has not used more than forty (40) hours of sick leave in the prior fiscal year.

The following are language updates within the MOU for clarification and/or correction:

14. On-Call Compensation (Section 3.09):

Update as follows:

Employees assigned to on-call service shall be available and ready to work when needed for a seven (7) consecutive day period to handle situations occurring outside of standard working hours. Said employee should respond to the specified work site within half an hour.

Employees on call shall be compensated as follows: two hours per day, Monday through Saturday at the rate of one and one-half the employee's regular rate of pay; two (2) hour double time at the employee's regular rate of pay for Sundays and City recognized holidays (actual holiday date, not the day of work if different except if the Holiday falls on a Sunday then double-time would apply to the Monday).

Employees who are on call and called back to work for any reason shall be compensated for a minimum of two hours. Employees on call will be provided a City vehicle to take home in order to facilitate response to emergency service requests.

15. PERS Retirement (Section 5.03):

Updated for clarification regarding the employees' portion based on retirement tier with PERS.

16. Employee Assistance Program (Section 5.05):

Update for clarification.

17. Sick Leave (Section 7.02):

Update the section to comply with State Law based on legal counsel review.

18. Bereavement Leave (Section 7.07):
Update to match recent changes in State Law.

FINANCIAL IMPACT

The financial impact for Year 1 associated with the negotiated items is as follows:

Cost of Living Adjustment	\$85,973
Longevity Pay	\$24,215
One-time Bonus	\$20,000
ICMA Match Contribution	\$11,050
Sick Leave Cash-out	\$12,488
Certification Pay	\$7,150
Tuition Reimbursement	\$3,000
Life Insurance Increase	\$2,400
Insurance Opt Out	\$1,200
Boot Allowance	\$700
Total Cost (All Funds)	\$168,176

ATTACHMENTS

The following items are attached to this report:

1. Resolution MM MOU 2026-2028
2. Riverbank Mid-Management Employees Association MOU 2026-2028

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF RIVERBANK AND THE RIVERBANK MID-MANAGEMENT
EMPLOYEES ASSOCIATION FOR THE TERM OF JANUARY 1, 2026 TO
DECEMBER 31, 2028, REGARDING THE SALARIES, BENEFITS, HOURS, AND
OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

WHEREAS, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that the salaries of employees of General Law cities may be fixed or increased by resolution; and

WHEREAS, Title I, Chapter 35 of the Riverbank City Code provides that the City Council may from time to time by resolution, change the compensation of employees of the City and by resolution adopt salary and wage scales; and

WHEREAS, A Memorandum of Understanding regarding salaries, benefits, hours, and other terms and conditions of employment has been drafted and ratified by the authorized representatives of the Riverbank Mid-Management Employees Association; and

WHEREAS, the City Council of the City of Riverbank desires to adopt such Memorandum of Understanding effective January 1, 2026, to December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve and ratify the Memorandum of Understanding attached hereto and made a part hereof; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the provisions contained herein pertaining to salaries, employee benefits, hours, and other terms and conditions of employment are, by this Resolution, made operable.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of December, 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: Riverbank Mid-Management Employees Association *MOU 2026-2028*

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF RIVERBANK

AND

**THE RIVERBANK MID-MANAGEMENT
EMPLOYEES ASSOCIATION**

JANUARY 1, 2026 – DECEMBER 31, 2028

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**RIVERBANK MID-MANAGEMENT EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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Agreement Between CITY OF RIVERBANK AND RIVERBANK MID-MANAGEMENT EMPLOYEES ASSOCIATION

SECTION 1.00 – MEMORANDUM OF UNDERSTANDING

1.01 Parties Of Understanding

This Memorandum of Understanding hereinafter referred as “MOU” is between the authorized representatives of the City of Riverbank, hereinafter referred to as the “City”, and the authorized representatives of the Riverbank Mid-Management Employees Association, hereinafter referred to as the “Association”, the recognized employee organization for the classifications listed in Appendix “A” of this MOU.

This MOU complies with the provisions of the State of California Public Employees Representation Law, as contained in Section 3500 of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This MOU also complies with Ordinance No. 72-04 relating to Employer-Employee relations, as adopted and amended by the City Council of the City of Riverbank.

1.02 General Conditions

This MOU does not modify or change the provisions of the Personnel Rules and Regulations of the City of Riverbank unless specific reference is made herein to modify or add to the existing Personnel Rules and Regulations.

This MOU does not modify existing salaries, benefits, hours and terms and conditions of employment contained in the currently adopted Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this MOU.

1.03 Terms of Agreement

This MOU embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for a **three (3) year** term. **This MOU is effective January 1, 2026, continuing through 11:59 p.m., December 31, 2028**, at which time the MOU terminates.

1.04 Reopener Clause

During the term of this agreement, the City shall have the ability to reopen the terms of this agreement if either of the follow occurs:

A) The City experiences unforeseen economic difficulties; or

- B) The City desires to change its current group health benefits provider and seeks to move to a defined employer contribution rather than the percentage based agreement.

In the event that the City reopens this agreement, the parties will be able to restart good faith negotiations regarding the terms of the agreement, including exhausting all applicable impasse procedures.

SECTION 2.00 – HOURS OF WORK

2.01 Standard Work Periods

The standard workday, exclusive of lunchtime, shall be eight (8) hours, and the standard workweek shall be forty (40) hours, to be worked within five (5) consecutive days. The workday for part-time employees shall be established as directed by the Department Head.

Upon approval of the Department Head and employees may arrange to work an alternative work schedule. This schedule provides for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and shall consist of eight-hour workdays to be worked within five consecutive days.

2.02 Flexible Work Schedule

Employees may request in writing to their Department Head to work a flexible work schedule. This schedule provides for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and may be of eight-hour workdays to be worked within five consecutive days, a 4/10 work schedule that shall consist of four (4) consecutive ten (10) hour workdays followed by three (3) consecutive days off, or a 9/80 work schedule that shall consist of five (5) consecutive workdays during which the employee works nine (9) hour workdays for four (4) days and eight (8) hours for one day followed by two (2) consecutive day off; followed by four (4) consecutive nine (9) hour workdays followed by three (3) consecutive days off. Department Heads will review requests for flexible work schedules, on a case-by-case basis, and will consider the following criteria:

- a) productivity and service to the public will not be decreased;
- b) that there will be no adverse effects on the operation of any City department or division;
and
- c) with due regard to the wishes of the employee.

The Department Head has the sole discretion to approve, not approve and/or cancel alternative and flexible schedules. If the schedule is cancelled the employee shall be reassigned to their original work schedule. A five workday notice shall be given to the employee prior to modification or cancellation of schedule.

2.02 Exceptions to Standard Work Periods

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustment in the standard work periods and hours shall be consistent with the provisions of §3504.5 of the Government Code. *(Government Code Section 3504.5 provides that, except in cases of*

emergency, notice and an opportunity to meet and confer shall be given prior to enacting any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.)

2.03 Pay Periods

The pay period for all employees shall be bi-weekly and salaries will be paid every other Wednesday of each month.

Except for employees being terminated, salaries will be paid only on regular pay days, unless early payment is approved by the Chief Personnel Officer. Employees leaving the municipal service will normally be paid on the regular day following the date of termination and upon written clearance of the department concerned that said employee has returned all City-owned tools, clothing, keys, and equipment.

The method of distributing payroll checks shall be established by the Chief Personnel Officer.

SECTION 3.00 –SALARY AND COMPENSATION

3.01 Salary Adjustments

During the term of this agreement the City agrees to adjust salary ranges of all job classifications covered by this MOU as follows:

- Following ratification and approval of this MOU, effective the first full pay period in January 2026, the salary ranges shall be increased as provided in Appendix B to reflect a four percent (4%) cost of living adjustment (COLA).

In addition to the wage increase above, the City shall provide each employee with two (2), one-time, non-PERSable lump sum amounts in the amount of \$1,000 per employee, effective the first full pay period of January 2026, and \$1,000.00 per employee effective the first full pay period of July 2026.

- Effective in the first full pay period of January 2027 the salary ranges shall be increased as provided in Appendix C to reflect a four percent (4%) cost of living adjustment (COLA).
- Effective in the first full pay period of January 2028, the salary ranges shall be increased as provided in Appendix D to reflect a three percent (3%) cost of living adjustment (COLA).
- The City agrees to meet and confer with the Bargaining Group following the completion of the Citywide Classification and Compensation Study to discuss potential equity adjustments.

3.02 Employee Compensation Plan

An Employee Compensation Plan shall be established to provide salary schedules, salary rates, salary ranges, and steps and time intervals for salary review. Each class in the City Classification Plan shall be assigned a salary range or a rate established by the Compensation Plan. All

persons employed by the City shall be compensated in accordance with the Compensation Plan appended hereto as Appendix "B", "C", and "D".

3.03 Computation of Salary

Salary rates for all authorized City positions are set forth in the Employee Compensation Plan. In the conversion table included in the Plan, hourly rates are based on 2,080 hours per year.

3.04 Application of Salary Ranges and Rates

A. Appointment

All initial appointments to classes assigned a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the Chief Personnel Officer may make an appointment to a position at an appropriate higher salary step when in his/her opinion, it is difficult to obtain qualified personnel at the starting salary, or when the education or experience of a proposed employee is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

B. Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary level is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of at least a five percent (5%) increase in salary.

When the promotion includes the assigned responsibility of supervision over other employees, the salary level shall be increased by assigning the promoted employee to a higher step within the salary range to allow his/her annual salary to be a minimum of five percent (5%) above the salary of those he/she supervises.

C. Transfer

A transfer does not affect an employee's salary level.

D. Advancement Within Salary Range

An employee shall be considered for salary advancement in accordance with the time intervals established in the Employee Compensation Plan and the following provisions.

- 1) **Automatic**: Advancement to Step "B" in a salary range shall be automatic and effective on the first day of the payroll period following satisfactory completion of six (6) months of service.
- 2) **Merit**: Advancement to Steps "C", "D", and "E" in a salary range shall be granted for continued improvement and efficient and effective service by the employee in the performance of his/her duties. Such merit advancement shall be made only upon recommendations of the Department Head after an annual evaluation.

Nothing herein prohibits the granting of a merit salary advancement prior to the normal time intervals established in the Employee Compensation Plan. All merit salary advancements shall be effective on the first day of the payroll period immediately following the employee's salary anniversary date.

Salary adjustments resulting from an employee's promotion or demotion shall become effective on the first day of the payroll period coinciding with or following the employee's promotion or demotion.

3.05 Deductions

Deductions from employee's pay shall be made in accordance with prevailing laws, contract and administrative rules, and procedures established by the Chief Personnel Officer.

3.06 Overtime Policy

Overtime is defined as the time worked beyond the normal eight (8) hours in a workday, or forty (40) hours in a workweek.

Until an employee accumulates 100 hours of compensatory time, the employee will determine whether overtime work is to be compensated for by "compensatory time" or "paid overtime".

Non-Standard Work Periods

Overtime for employees assigned to non-standard work periods and working hours as provided in §2.02 herein, shall be defined as follows:

Overtime shall be any time worked over 40 hours in a given workweek and any time worked in excess of eight (8) hours in a given day when 40 hours have been paid during the workweek.

A. Overtime Compensation

Overtime may be compensated for either by compensatory time off at one and one-half (1½) times the hours worked, or by payment at one and one-half (1½) times the employee's basic hourly salary rate. Compensatory time off shall be granted only upon approval by the employee's Department Head.

All employees may accrue compensatory time off to a maximum of one hundred (100) hours.

B. Overtime – Compensation Exception: Cheese & Wine Festival

Public Works Personnel shall not be required to work overtime as a result of the Cheese and Wine Festival. Any Public Works employee who agrees to work overtime for the Cheese and Wine Festival will be paid at the rate of one and a half (1½) time the regular compensation except Sunday call outs which will be reimbursed at (2) times the regular compensation. Any person called out will be paid a minimum of four (4) hours compensation.

3.07 Compensatory Time

A. Compensatory Time Cash-Out

Compensatory time may be “cashed out” twice a calendar year for a total of fifty (50) hours only if the employee has at least fifty (50) hours of compensatory time on the books. Cash outs will be allowed in the first full pay periods of June and December. Employees separating themselves from the City service shall be allowed to use compensatory time earned prior to the effective separating date.

Compensatory time earned by an employee who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

Compensatory Time Off

Use of compensatory time earned must be scheduled at least twenty-four (24) hours in advance and requires the concurrence of the Department Head for the requested time off.

Employees shall not be required to give reason for requesting compensatory time off. Exceptions to this procedure will be made only upon written authorization by the Chief Personnel Officer.

3.08 Callback Compensation

Employees who are called to work overtime from their day off or other off-duty hours, except for disciplinary purposes, shall be compensated for a minimum of two (2) hours work at time and one-half (1½), or as provided in §3.09.

Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed, whichever is the earlier.

3.09 On-Call Compensation

Employees assigned to on-call service shall be available and ready to work when needed for a seven (7) consecutive day period to handle situations occurring outside of standard working hours. Said employees should respond to the specified work site within a half hour.

Employees on call shall be compensated as follows: two hours per day, Monday through Saturday at the rate of one and one-half the employee's regular rate of pay; two (2) hour double time at the employee's regular rate of pay for Sundays and City recognized holidays (actual holiday date, not the day off work if different except if the Holiday falls on a Sunday then double-time would apply to the Monday).

Employees who are on call and called back to work for any reason shall be compensated at a minimum of two hours. Employees on call will be provided a City vehicle to take home in order to facilitate response to emergency service requests.

3.10 Attendance of Training Courses

City employees should feel free to attend training courses available during days off if they so desire. However, compensation for attendance at training courses held during days off

(weekends), vacations, or holidays, will be authorized only where employees have been directed by their Department Head to attend such.

3.11 Longevity Pay

Longevity Pay is to recognize long term employees of the City and designed to provide eligible employees, compensation in addition to their regular base pay. Regular full-time employees eligible for longevity pay shall be paid as follows:

<u>Year of Service</u>	<u>Longevity Pay Rate</u>
5 but less than 10	1.5%
10 but less than 13	additional 2.5% (total of 4%)
13 but less than 20	additional 2.5% (total of 6.5%)
20 but less than 25	additional 2.5% (total of 9%)
25+	additional 2.5% (total of 11.5%)

The total longevity pay increase any employee can receive during their term of employment is eleven and a half percent (11.5%). Longevity Pay compensation shall be effective the first full pay period following the employees' eligibility criteria.

3.12 Certification Pay

The City encourages the professional development of employees and encourages employees to obtain certifications relevant to the employee's current position. Subject to prior written approval by the City Manager, the City shall provide an additional two and one-half percent (2.5%) incentive pay, for only one (1) of the following certifications:

- A. Crane Certification;
- B. Parks Equipment Certification;
- C. Water Certification;
- D. Waste Water Certification;
- E. Pesticide Applicator License Certification.
- F. Qualified Applicator Certificate (QAC)
- G. Qualified Applicator License (QAL)
- H. Notary Public Commission

3.13 Bilingual Pay

For positions designated by the City as bilingual, employees shall receive a three percent (3%) pay differential. The City retains the ability to unilaterally designate or remove bilingual pay. The City's decision to designate or not designate is not appealable or subject the grievance process. In order for employees to receive bilingual pay they must be certified as bilingual in both written and oral communication. Bilingual pay does not count as an incentive pay for the cap in section 3.12.

SECTION 4.00 – PROBATIONARY PERIOD

4.01 Probationary Period

All original and promotional appointments to regular municipal service positions shall be tentative and subject to a probationary period of not less than six (6) months. The probationary period may be extended with the approval of the Chief Personnel Officer for a period not to exceed an additional six months, upon the recommendation of the Department Head that unusual conditions justify such extension.

4.02 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employees whose performance does not meet the acceptable standards of the work.

4.03 Rejection of Probationer

The Chief Personnel Officer or any department head may suspend, demote, or terminate a probationer under his/her control from their position at any time without cause and without the right of appeal or to submit a grievance.

4.04 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted or a comparable position, unless charges are filed and he/she is discharged in the manner provided in Section 9.00 herein.

Employees who elect a voluntary demotion after the six (6) month probationary period for a promotional appointment may be reinstated to the position from which he/she was promoted or to a comparable position.

SECTION 5.00 – BENEFITS

5.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance. During the term of this agreement, the City reserves the right to change group health benefits providers and the parties shall meet regarding any such change.

A. Medical

The City currently offers two medical insurance plans, one through Kaiser Permanente and the other through Health Net, to eligible employees and their eligible dependents. The employee and their eligible dependents will be enrolled in the medical plan chosen by the employee.

Employee Contributions

Employees covered by this MOU shall be responsible for fifteen (15%) percent of the monthly premiums.

General Information

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket and co-pay costs as required by the medical insurance plan.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. This waiver option is not applicable if the employee's spouse is also employed by the City of Riverbank.

Those employees who waive the medical insurance coverage shall be eligible to receive a taxable cash payment in the amount of \$350.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department. Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law. (Eff_07/01/07)

B. Dental

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMD) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMD Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

C. Vision

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the

last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.02 Health Benefits CAP

Effective January 1, 2006 through the term of this labor agreement, employees who are currently enrolled in the single plan for medical coverage shall receive a credit of \$250. Employees whose coverage status changes from single coverage to family coverage will not be eligible for the \$250 credit.

Employees who change their coverage status after July 1, 2005 from family coverage to single coverage will not be eligible for the \$250 credit.

New employees with single medical coverage hired after July 1, 2005 will not be eligible for the \$250 credit.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu of the credit.

5.03 PERS Retirement

The City contracts with the California Public Employee's Retirement System (PERS) to provide retirement benefits to eligible employees. Retirement benefits and/or options shall include the following:

- 2% @ 55 retirement formula
- 2% @ 60 retirement formula (employees hired on or after 04/09/11)
- 2% @ 62 retirement formula (employees hired on or after 01/01/13)
- Sick Leave Credit
- Military Service Credit
- Retired Death Benefit
- Final compensation three (3) years
- COLA 2%
- Death Benefit Continues - Remarriage
- Prior Service Credit

During the term of this agreement employees covered by this MOU shall contribute the full PERS member contribution rate, as determined by PERS based on the employee's retirement tier and salary, and subject to retirement contributions.

Retirement from the municipal service shall be subject to the terms and conditions of the City's contract with the Public Employee's Retirement System.

PERS Advisory Retirement Committee

During the course of this agreement, the City will create an Advisory Committee to discuss and potentially address the City's ongoing retirement liability. The Association will be provided a seat on the Committee.

5.04 Life Insurance

Subject to the terms and conditions of the City's contract with the provider the City shall provide term life insurance coverage for the eligible employees in a total policy amount of one hundred thousand dollars (\$100,000). This policy also provides accidental death and dismemberment benefit for the employee in an amount not to exceed one hundred thousand dollars (\$100,000). The City shall pay all premiums for such policy during the term of the agreement. (eff. 01/01/2026)

In accordance with Internal Revenue Service (IRS) regulations, the value of employer-paid life insurance coverage in excess of fifty thousand dollars (\$50,000) shall be treated as a taxable fringe benefit. The imputed value of the excess coverage will be reported on the employees' annual Form W-2. No payroll tax withholdings will be deducted from the employee's paycheck for this imputed amount.

The effective date of coverage shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.05 Employee Assistance Program

The City shall provide an Employee Assistance Program (EAP) to all eligible employees and their dependents. Counseling and support services are available as outlined in the current EAP plan. The scope and number of sessions may vary and are subject to change based on the terms of the EAP provider.

5.06 Deferred Compensation

The City contracts with ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into his/her account until the employee's retirement, permanent disability, death, or as allowed by ICMA. For participating employees covered by this MOU the City shall match the employee's contribution in an amount not to exceed **\$125.00** per pay-period, provided that the employee is contributing at least **\$125.00** per pay-period.

5.07 LIUNA National (Industrial) Pension Fund

During the term of this agreement the City shall make contributions to the LIUNA National (Industrial) Pension Fund (Pension Fund) on behalf of the employees covered by this MOU up to forty (40) hours per week of budgeted/approved work hours that the employee is on paid status. Contributions to the Pension Fund shall be as follows:

- Effective July 1, 2019 the contribution rate shall be \$2.26 per hour.
- The contribution rate may be subject to change based on the determination of the National Industrial Pension Fund.
- Contributions shall be paid monthly to the LIUNA National (Industrial) Pension Fund.

- The monthly contributions are based on the hours an employee is on paid status up to 40 hours per week. The amount shall be prorated for employees working less than forty (40) hours weekly.
- The City shall not make contributions for hours in excess of forty hours per week.

This MOU provision shall not be construed to create a vested right that can be asserted against the City and shall not be construed to guarantee any future funding for the LIUNA pension fund beyond the term of this MOU. Future funding shall be subject to negotiations.

Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the Association nor the City shall be obligated to reopen or renegotiate any of the provisions of this agreement.

SECTION 6.00 – REIMBURSEMENTS

6.01 Tuition Reimbursement

The City shall reimburse regular full-time employees expenses incurred for tuition, textbooks, admission fees not to exceed \$2,500 per fiscal year and the cost of other required course materials provided the following conditions are met:

- a. The course selected must be directly related to work the employee performs or fulfilling general education requirements;
- b. Prior to enrolling, the course must be approved in advanced by the employee's Department Head and Chief Personnel Officer;
- c. The course must be offered at an accredited college, university, trade school, or certification program;
- d. The employee must receive a passing grade of or equivalent to "C" or better, at the completion of the course;
- e. The class and study time shall be outside the employee's working hours.

Upon completion of a course, the employee shall submit a Tuition Reimbursement form along with paid receipt for tuition, books and materials and proof of passing grade to the Personnel Office. After verification of satisfactory completion of the course, the Personnel Office shall forward the approved tuition reimbursement form to the Finance Department for payment.

If an employee leaves the City service within one (1) year after the completion of any course paid for by the City, the cost of such course, textbooks and other course materials shall be deducted from the employee's last paycheck.

6.02 Mileage Reimbursement

City employees may receive compensation for use of their personal vehicle in business.

The rate of mileage reimbursement to employees using their private vehicles for City business shall be five (5) cents less than the rate presently in effect by the Internal Revenue Service.

6.03 Safety Boots Reimbursement

Annually, eligible employees shall be reimbursed for the cost of safety boots, socks, insoles, laces, boot protectant . Such reimbursement shall not exceed \$350.00 per fiscal year. Probationary employees may receive reimbursement for safety boots not to exceed \$350.00. Employees may purchase safety boots on a City account so long as there is preapproval from the Department Head and Assistant Finance Director on a form to be provided by the Finance Department. Office employees are not eligible for this benefit.

6.04 Personal Property Reimbursement

Damage to personal effects required by the City while in the line of duty will be reimbursed by the City upon the recommendation of the individual's immediate supervisor. Prior condition of the damaged item should be considered in determining the amount of reimbursement.

Damage to personal effects not required by the City, would be allowed under the same conditions as above.

No costs should be incurred by the City when it has demonstrated that loss or damage was due to personal negligence.

No costs should be incurred by the City in an unreasonable amount: if an employee loses a \$300 wristwatch while in the line of duty, it would not be reasonable for the City to reimburse the employee in this amount, inasmuch as he/she did not exercise good judgment in wearing an expensive instrument on a job that has certain hazards connected with it.

Definition of personal effects: Those items worn or carried by the employee in the line of duty.

SECTION 7.00 – LEAVES OF ABSENCE

7.01 Attendance

In every case in which a regular employee is not present for duty, his/her absence shall be reported by the Department Head to the Personnel Office on the Request for Leave form. Since part-time employees are not entitled to leave, only actual time worked will be reported. Request for Leave shall be forwarded to the Personnel Office.

7.02 Sick Leave

A. Statement of Policy

Sick leave is a legally protected benefit provided to employees for qualifying purposes under California law. Employees may use accrued sick leave for the diagnosis, care, or treatment of an existing health condition, or for preventive care, for themselves or a qualifying family member. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking.

Qualifying family members include a spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or a designated person. If an employee does not have a designated person on file, they may make a designation at the time sick leave is requested.

Sick leave is not a discretionary privilege and shall not be unreasonably denied. Employees are encouraged to use sick leave responsibly and to provide notice when foreseeable.

B. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave and may begin using accrued leave after their 30th day of employment in accordance with state law.

In order to receive compensation while absent on sick leave, the employee shall notify their department as early as possible, ideally at the beginning of the workday. For absences longer than three (3) consecutive working days, a physician's certificate may be required. At the City's direction and expense, the employee may also be required to provide certification that they are medically able to return to work after such an absence.

Sick leave may not be granted for an illness occurring during any leave of absence other than sick leave, except in cases where the employee is hospitalized during vacation leave. In such cases, sick leave may be substituted for vacation leave upon verification of hospitalization.

C. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees. There shall be no maximum cap on the total amount of sick leave that may be accrued.

D. Deductions

Unless otherwise provided, sick leave will be deducted as follows:

- 1) Sick leave shall be charged at the rate of one (1) hour for each hour of absence due to illness, with a minimum of one hour charged. Full-day absences shall be charged according to the employee's regularly scheduled workday. For example, employees on a 9/80 schedule who are scheduled to work nine (9) hours on the day of absence will be charged nine (9) hours of sick leave unless otherwise approved by the City Manager.
- 2) If an employee is scheduled to work on a City holiday and reports absent due to illness, sick leave shall be charged appropriately, and holiday credit shall be accrued..
- 3) Sick leave may be used up to the full amount accrued. Once sick leave is exhausted, the employee will no longer receive compensation for sick leave absences unless other leave benefits apply.

E. Depletion of Sick Leave Benefits

Upon exhaustion of accrued sick leave due to illness or injury, and with the recommendation of the Department Head, an employee may request an unpaid medical leave of absence for a period not to exceed sixty (60) calendar days. If the employee is unable to return at the end of this period, they may request an extension subject to the approval of the Chief Personnel Officer.

During any extended medical leave, the employee must notify the City every thirty (30) days of their intent to return to work. If additional leave is not granted or the employee fails to return, the employee's service with the City shall be considered terminated.

F. Forfeiture Upon Termination

Accumulated sick leave shall be forfeited upon separation from City employment, whether voluntary or involuntary, including retirement. However, unused sick leave may be used toward service credit in accordance with CalPERS regulations, if applicable.

G. Cash-Out

Employees covered by this MOU may cash out twenty-five (25) hours of unused annual sick leave per fiscal year if the following conditions are met:

- The employee has a minimum balance of 200 hours in their sick leave bank as of June 30;
- The employee has not used more than forty (40) hours of sick leave in the prior fiscal year.
- The employee is only eligible to cash out twenty-five (25) of hours accrued within that fiscal year.

7.03 Vacation

A. Use of Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to his/her work refreshed. For this reason it is the intention of the City that vacation be taken, insofar as possible, in periods of one week or more.

- 1) When to be taken: The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, whenever an employee requests a vacation in excess of the amount of days he/she accumulates annually, shall be determined by his/her Department Head with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.
- 2) Waiting period: Employees shall complete six (6) months continuous service before using accrued vacation leave.
- 3) Double compensation prohibited: Employees shall not work for the City during their vacation.

B. Eligibility

- 1) Regular employees: Regular employees shall be eligible for vacation leave in conformance with paragraph "C" below.
- 2) Part-time and probationary employees: Part-time and original appointment probationary employees shall not be eligible for vacation leave.

C. Vacation Accrual

Vacation will be accrued and credited on a bi-weekly basis when an employee is in pay status for fifty (50) percent or more of the workdays in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

Years of Service	Accrual Hours Per		Max. Hrs.
	Pay-Period	Year	Accrual
New employee to completion of 5 th year	3.0769	80	400
Start of the 6 th year to completion of 10 th year.	4.6154	120	400
Start of the 11 th year to completion of 15 th year.	6.1538	160	400
Start of 16 th year and succeeding years.	7.6923	200	400

Limits of accrual: Such accrual and credit for all employees shall not exceed four hundred (400) hours.

D. Holidays Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

E. Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination.

Payments for accrued vacation shall be at the employee's current rate of pay.

Employees who terminate employment with the City and have less than six (6) months continuous service shall not be compensated for accrued vacation.

F. Vacation and Military Leave

An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

G. Vacation Cash Out

Employees covered by this MOU may cash out a maximum of forty (40) hours of accrued vacation leave once per fiscal year. Vacation cash out shall only be requested during the first full pay period in July of each fiscal year. To be eligible for vacation cash out the following criteria must be met:

- Vacation cash out must be done in forty (40) hour increments.
- Employee must have taken a minimum of thirty six (36) hours of consecutive vacation leave the prior fiscal year.
- After cash out the employee's accrued vacation leave balance must be a minimum of 250 hours.

7.04 Paid Holidays

- A. Regular Holiday for Pay Purposes: The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided in Paragraph (b) below:

<u>Paid Holiday</u>	<u>Date</u>
1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	4 th Thursday in November
9. Day After Thanksgiving	4 th Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. New Year's Eve	December 31
13. Floating Holiday – Three (3)	Employee's Choice
14. Juneteenth (Effective 2023)	June 19

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

B. Compensation for Work on Paid Holidays

Regular and probationary employees assigned to work on holidays shall receive compensatory time off or pay in lieu of compensatory time off, at twice the regular rate of pay.

7.05 Management Floating Holiday

Eligible employees covered by this MOU shall be entitled to eight (8) hours of management/confidential leave per fiscal year. Management/confidential leave cannot be cashed-out, it must be used during the fiscal year or it will be removed from the employees' account balances.

7.06 Mid-Management Exempt Leave

Exempt employees covered by this MOU shall be entitled to fifty-six (56) hours of mid-management exempt leave per fiscal year. Unused mid-management exempt leave cannot be carried over from one fiscal year to the next, it must be used during the fiscal year in which it is earned. Unused mid-management exempt leave cannot be cashed-out.

7.07 Bereavement Leave

In accordance with California law, AB 1949 effective January 1, 2023, employees are eligible for bereavement leave if they have been employed for at least thirty (30) days

before the leave commences. In the event of a death in the employee's family, a regular employee may request up to five (5) days of bereavement leave. Of these, only three (3) days shall be paid. After the three (3) paid bereavement days are used, employees may elect to use accrued leave balances such as vacation, floating holidays, or compensatory time to remain in paid status. Bereavement leave must be completed within three (3) months of the date of death.

For the purposes of this section and in compliance with California law, "family" includes the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. In addition, for purposes of this MOU, "family" also includes current brothers- and sisters-in-law, and a close relative residing in the employee's household. Leave without pay may be granted to a regular employee for the death of family members not defined above, in accordance with §7.14.

7.08 Workers' Compensation Leave

Any employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall continue in pay status under the following provisions:

- A. The difference between the amount granted pursuant to such Workers' Compensation and the employee's regular rate of pay shall be deducted first from the employee's accumulated sick leave, and then from compensatory time, and when authorized by the employee, vacation days.
- B. Such an employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time, and vacation days have been depleted to the nearest one-half (½) day.
- C. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she was not on leave of absence.
- D. Any employee who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Workers' Compensation shall be removed from pay status.

Employees who have been injured in the course and scope of their employment with the City and who are required as a result of such injury to be absent from duty to take physical examinations required by the City's Workers' Compensation insurer or the Industrial accident Commission, or to attend hearings of the Industrial Accident Commission shall be granted leave with pay for such absences by the City Manager when he/she determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance of City of Riverbank Request for Leave form.

7.09 Military Leave

State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absences.

7.10 Family Leave Acts

The City shall comply with the requirements of the California Family Rights Act (CFRA) of 1991 and the Family Medical Leave Act (FMLA) of 1993, as they are in effect or may be amended during the term of this agreement.

In accordance with CFRA and FMLA employees who have worked for at least one (1) year and for 1,240 hours during the twelve (12) month period immediately preceding the commencement of leave is entitled for up to twelve weeks (480 hours) of job protected leave.

Leave may only be taken for the following reasons:

- The employee's own serious health condition;
- To care for a child, parent or a spouse who has a serious health condition; or
- To care for the employee's newborn child, or placement of adoption or foster care.

Employees requesting leave must give at least 30 days' notice for foreseeable events. In unforeseeable situations the employee must notify the City as soon as practicable.

7.11 Pregnancy Disability Leave

Pregnancy Disability Leave without pay shall be granted to employees in accordance with applicable state and federal laws.

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave. Current law provides up to 4 months of unpaid leave. Employees may also be eligible for an additional 12 weeks of leave under the California Family Rights Act (CFRA). An employee may be required to use any available sick leave during her pregnancy disability leave. At the employee's option, any accrued vacation or other accrued paid leaves may be used during such leave.

- a) An employee who plans to take a pregnancy leave must give reasonable notice (if possible, not less than four (4) weeks) before the date she expects to take the leave and the estimated duration of the leave.

7.12 Employee's Time Off to Vote

Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted as provided in the State of California Election Code, and notice that any employee desires such time off shall be given in accordance with the provisions of said Code.

7.13 Jury Duty and Subpoenas Leave

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) day from the termination of his/her jury service.

Regular employees who are subpoenaed to appear as witnesses in behalf of the State of California or any of its agencies shall be granted leaves of absence with pay from their assigned

duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

7.14 Leave of Absence Without Pay

Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without express approval of the Chief Personnel Officer. No vacation or sick leave benefits shall be used for illness occurring during such leave.

Leave of absence without pay may be granted by the Chief Personnel Officer depending on the merit of the individual case.

7.15 Absence Without Leave

Absence without leave shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive workdays may result in termination of employment. Such termination shall not be subject to appeal.

SECTION 8.00 – PERSONNEL PRACTICES

8.01 Performance Appraisals

A. Regular Employee

A performance appraisal of each regular employee shall be made annually at or near the anniversary date of the employee's hire.

B. Probationary Employee

A performance appraisal of each probationary employee shall be made by the Department Head on "City of Riverbank Employee Performance Appraisal" forms according to the directions thereon and forwarded to the Personnel Office. The Employee Performance Appraisal form shall be filed by the Department Head upon the completion of the employees' third, and sixth month of service with the City.

In those cases where the probationary period extends to twelve (12) months or longer, the Employee Performance Evaluation form shall be required from the Department Head at the conclusion of each six-month interval.

C. Appeal

Within five (5) days after receiving the performance appraisal, the employee may request in writing, a review of the appraisal with the Chief Personnel Officer. Within five days after said review, the Chief Personnel Officer shall either accept the original performance appraisal, a modified appraisal, or cause a new appraisal to be prepared which shall be entered into the

personnel file as the official performance appraisal. The official appraisal shall bear the Chief Personnel Officer's signature. The decision of the Chief Personnel Officer shall be final.

8.02 Transfers

Any employee may be transferred from one department or division to another.

8.03 Promotions

Because it is the policy of the City of Riverbank to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require. Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the Personnel Office at least five (5) working days before the selection is made.

8.04 Demotions

The Chief Personnel Officer or Department Head may demote an employee whose ability to perform his/her required duties falls below acceptable standards, for disciplinary reasons set forth in §9.02, when the need for the position which an employee fills no longer exists, or when an employee requests such demotion. No employee shall be demoted to a classification for which he/she does not possess minimum qualifications. When the action is initiated by the Department Head, written notice of demotion shall be given an employee at least five (5) days before the effective date of the demotion. An employee may appeal such action in the manner provided in §9.04, et seq.

8.05 Reinstatement

The Chief Personnel Officer may reinstate any suspended employee for good cause and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

8.06 Terminations

A. Resignation

An employee wishing to leave the service of the City in good standing, either by resignation or retirement, shall give the Department Head concerned at least two (2) weeks notice when practical.

B. Lack of Work or Funds

An employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. Such termination shall not be subject to appeal.

In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except in supervisory or management positions. The order of termination shall be in the reverse order of total cumulative time the employee has served in municipal service.

Supervisory or management employees shall be eligible for lower rated positions based upon their seniority but non-supervisory or non-management personnel may not take supervisory or management positions solely based upon seniority.

For the purpose of determining termination, total cumulative time shall include the employee's time served in probation and regular status, and time serve on military leave of absence.

C. Non-Disciplinary Action

Part-time and probationary employees may be terminated by the Chief Personnel Officer at any time, with or without notice, for cause or for the convenience of the City. Regular employees terminated by the Chief Personnel Officer for cause or for the convenience of the City shall be given a written statement of the reasons for such termination and may appeal such action in the manner provided in §9.04 et se. Such cause may be other than cause for disciplinary action set forth in §9.02, et seq. and may include, but not be limited to, inefficiency and incompetency.

8.07 Reappointments

Reappointments after termination will be considered new employment. However, reappointments made within six (6) months from the termination date may be made with reinstatement of prior seniority, sick leave, and pay rate.

SECTION 9.00 – DISCIPLINARY PROCEEDINGS

9.01 Disciplinary Action; Definition

As used in this Section, "Disciplinary Action" shall mean discharge, demotion, reduction in salary, disciplinary probation, or suspension.

9.02 Causes For Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a) Fraud in securing appointment.
- b) Inexcusable neglect of duty.
- c) Insubordination.
- d) Dishonesty.
- e) Drunkenness on duty.
- f) Inefficiency.
- g) Addiction to the use of controlled substances.
- h) Inexcusable absence without leave.
- i) Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offence involving moral turpitude is deemed to be a conviction within the meaning of this Section.
- j) Immorality.
- k) Discourteous treatment of the public or other employees.
- l) Improper political activity as defined by State Law.

- m) Repeated violation of safety procedures.
- n) Misuse of City property.
- o) Violation of any of the provisions of these working Rules and Regulations or departmental rules and regulations.
- p) Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
- q) Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- r) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, mental disability, physical disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- s) Unlawful retaliation against any other District Officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General, or any other appropriate authority, any facts or information related to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

9.03 Persons By Whom Disciplinary Action May Be Taken, Notice, Service, Contents

The Chief Personnel Officer or any Department Head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this Section by written notice to the employee of the proposed disciplinary action and the cause for which the proposed disciplinary action is to be taken, which shall allow the employee a period of five (5) days to respond to the person proposing the disciplinary action. The notice may be served upon the employee, either personally or by certified mail, and shall include:

- a) A statement of the nature of the disciplinary action.
- b) The effective date of the penalty.
- c) A statement of the causes therefore.
- d) A statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) A statement notifying the employee that he/she has five (5) days in which to respond orally or in writing regarding the proposed disciplinary action.

If the employee responds, either orally or in writing, to the notice of proposed disciplinary action, the Chief Personnel Officer or Department Head, as the case may be, shall thereafter amend or withdraw the proposed disciplinary action or proceed with its implementation.

9.04 Right Of Appeal: Form

Any regular employee shall have the right of appeal to the Chief Personnel Officer from any disciplinary action taken by his/her Department Head under §9.03. Such appeal shall be in writing and must be filed with the Chief Personnel Officer within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The Chief Personnel Officer shall conduct a hearing as provided in this Section. Neither the provisions of this section or this Section shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages.

In the event the Chief Personnel Officer institutes the disciplinary action, he/she shall be disqualified. Should the Chief Personnel Officer be disqualified, or should he/she disqualify himself/herself as hearing officer, the City Council shall appoint a hearing officer who shall have the same power, authority, and responsibility as the Chief Personnel Officer would have as a hearing officer.

9.05 Hearing

The Chief Personnel Officer shall conduct a hearing on an appeal filed in accordance with §9.04 within thirty (30) days after receipt thereof. The Chief Personnel Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of §11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in §19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

9.06 Representation

Any City employee other than those appointed to supervisory, management, and confidential classifications as provided in §18.08 of the Personnel Rules and Regulation, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The appellant may appear in person or be represented by counsel.

9.07 Notices To Witnesses: Cost

The Chief Personnel Officer shall issue notice for the appearances of witnesses for the appellant upon his/her written request and at his/her cost. The Chief Personnel Officer may require such cost to be prepaid.

9.08 Failure Of Employee To Appear At Hearing

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Chief Personnel Officer or Department Head shall be final.

9.09 Decisions

The Chief Personnel Officer shall render a written decision within thirty (30) days after concluding the hearing. The Chief Personnel Officer's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Chief Personnel Officer, the employee may be compensated, in whole or in part, for the time lost as determined by the Chief Personnel Officer.

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee and the association on behalf of the employee may, within ten (10) working days after receipt of written notice of the Chief Personnel Officer's decision, give notice to the Chief Personnel Officer that the association representing the grievated employee may submit the matter to binding arbitration. The arbitration board shall consist of one retired superior court judge and the cost of arbitration shall be borne equally between the City and the employee. The arbitration hearing shall be held within thirty (30)

days from the date of the request by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.

9.10 Effect Of Certain Disciplinary Actions

- A. Oral reprimand. Employee receiving an oral reprimand may have it noted in their departmental record by the Department Head.
- B. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Chief Personnel Officer's Office
- C. Disciplinary Probation. Employees placed on disciplinary probation shall not accrue earned time for salary review while on such probation.
- D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.
- E. Discharge. Employees terminated pursuant to §8.06 C of this MOU shall be paid salary accumulated to the effective date of termination only, and shall be paid for accumulated vacation, accumulated compensatory time, and paid days in lieu of holidays.

SECTION 10.00 – GRIEVANCE PROCEDURES

10.01 Purpose

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- B. To afford employees individually and through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.
- D. To provide that grievances shall be heard and settled as informally as possible.

10.02 Matters Subject to Grievance Procedure

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided or is not prohibited under the provisions of Section 9.00.

10.03 Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the

employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

10.04 Formal Grievance Procedure

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

- A. Department review. The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Heads shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the Chief Personnel Officer. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
- B. Chief Personnel Officer Review. Upon receiving the grievance, the Chief Personnel Officer shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The Chief Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the Chief Personnel Officer shall be final, however, in cases where disciplinary action results in termination of the employee. This action is subject to ratification by the City Council as provided in §31.03(H)(3) of the Riverbank City Code.

10.05 Conduct Of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.

SECTION 11.00 – EMPLOYER – EMPLOYEE RELATIONS

11.01 Purpose

It is the purpose of the City of Riverbank to promote full communications with its employees by providing a reasonable method of resolving disputes between it and employee organizations regarding wages, hours, and other terms and conditions of employment.

It is also the purpose of the City of Riverbank to promote the improvement of personnel management and employer-employee relations by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with the City of Riverbank.

Nothing contained in this Section shall be deemed to supersede the provisions of existing State Law and the Ordinances and Rules and Regulations of the City of Riverbank which establish and

regulate a merit personnel system or which provide for other methods of administering employer-employee relationships.

This Section is intended, instead, to strengthen merit and other methods of administering employer-employee relationships through the establishment of uniform and order methods of communication between employees and the City of Riverbank.

11.02 Definitions

City Council shall mean the City Council of the City of Riverbank.

Chief Personnel Officer shall mean the City Manager of the City of Riverbank.

Bargaining Representative shall mean the Chief Personnel Officer and his/her representatives and/or the duly authorized representatives of an employee organization that has been granted formal recognition by the City Council as representing the employees of a representation unit.

Consult or Consultation in Good Faith shall mean to communicate verbally or in writing for the purpose of presenting and obtaining view or advising of intended actions.

Employee Organization shall mean any organization which includes employees of the City of Riverbank and which has one of its primary purposes representing such employees in their employment relations with the City of Riverbank.

Mediation shall mean any effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the City of Riverbank and the recognized employee organization or recognized employee organizations, through interpretation, suggestion, and advice.

Meet and Confer in Good Faith shall mean that the City of Riverbank by and through its Chief Personnel Officer and his/her representatives, and representatives or recognized employee organizations, shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Miscellaneous Employees shall mean all regular City employees who are referred to as "miscellaneous members" by the California Public Employees' Retirement System (§20018 of the Government Code).

Recognized Employee Organization shall mean an employee organization which has been acknowledged by the City Council as an employee organization that represents employees of the City of Riverbank. The rights accompanying recognition are either:

- 1) Formal Recognition which is the right to meet and confer in good faith as the conference representative in a representational unit; or
- 2) Informal Recognition which is the right to consultation in good faith by all recognized employee organizations.
- 3) Representational Unit shall mean a unit as established by §11.03(B) of this Section.

11.03 Designation and Recognition of Bargaining Representative

- A. The Chief Personnel Officer and his/her representative shall be the Bargaining Representatives for the City of Riverbank for the purpose of meeting and conferring in good faith pursuant to Government Code §3500 - §3511 inclusive.
- B. There shall be not more than two (2) representational units of employees for purposes of extending formal recognition to, and meeting and conferring in good faith with, the conference representative of the City of Riverbank. If the City employees request more than one (1) representational unit, said additional unit(s) shall be established as follows:
 - 1) Management and Supervisory employees and
 - 2) Miscellaneous employees
- C. Every regular authorized position identified in the Employee Compensation unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State Law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.
- D. Each employee representational unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held. Elections shall be decided on the basis of a majority vote of the employees in the representational unit voting at such election.
- E. Each employee representational unit shall be represented by no more than one recognized employee organization, although this shall not preclude an employee who is not a member of a recognized employee organization from representing himself/herself.

A recognized employee organization shall remain representative of a particular unit for a minimum of one full calendar year and no other organization shall represent employees of the representation unit during that time with regard to matters within the scope of representation as set forth herein.
- F. In cases where there is no recognized employee organization for an employee representational unit, an organization elected by representational unit, shall become the formally recognized employee organization and bargaining representative on the day such organization is formally recognized by the City Council.

In cases where an incumbent formally recognized employee organization is decertified by another employee organization, the newly elected organization shall be recognized by the City Council immediately upon the certification of the election results.

11.04 Bargaining Procedure

- A. Within the first sixty (60) days of each calendar year, each formally recognized employee organization and the Chief Personnel Officer, or his/her representative, shall mutually exchange written proposals on salaries, fringe benefits, and other terms and conditions of employment to affect each representational unit during the coming year. Following such exchange, representatives of each formally recognized employee organization shall meet at mutually agreeable times and places, with the Chief Personnel Officer or his/her representative(s) for the purpose of conferring in good faith regarding wages, hours, and other terms and conditions of employment. The parties, in conferring, shall consider, but are not limited to consideration of prevailing rates and standards in private business and other public employment, cost of living, internal salary relationships in the City of Riverbank, and the financial condition of the City of Riverbank.
- B. If agreement is reached by the Chief Personnel Officer and his/her representatives and the formally recognized employee organization representative, they shall jointly prepare a written Memorandum of Understanding, which shall not be binding; sign it, and present it to the City Council for its determination. The City Council may approve or reject the Memorandum of Understanding and enact such Ordinances or Resolutions necessary to implement said Memorandum of Understanding.
- C. If, after a reasonable period of time, representatives of the City of Riverbank and the formally recognized employee organization fail to reach agreement, the City of Riverbank and the formally recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Cost of mediation shall be divided one-half to the City of Riverbank and one-half to the formally recognized employee organization.
- D. All Memorandum of Understanding regarding cost items shall be submitted to the City Council by May 1st of each year for consideration at the annual budget hearings, or as requested by the City Council at other times.
- E. The City Council shall cause written notice to be provided to each recognized employee organization concerning matters described in Government Code §3504.5.

11.05 Scope of Representation

Conference representatives may meet and confer in good faith and execute a written Memorandum of Understanding on any matter of employer-employee relations, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or Executive Order.

11.06 Rights and Duties of Conference Representatives and Recognized Employee Organizations

- A. Each employee organization which seeks recognition from the City Council shall file a petition with the City Council containing the following information and documentation:
1. Name and address of the employee organization.
 2. Names and titles of its officers.
 3. Names of employee organization representatives who are authorized to speak on behalf of its members.
 4. A statement that the employee organization has one of its primary purposes, representing employees in their employment relations with the City.
 5. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with a regional or state or national or international organization.
 6. Certified copies of the employee organization's Constitution and Bylaws.
 7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose. In addition, any employee organization seeking informal recognition shall file with the City Council a statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Chief Personnel Officer.
- B. Conference representative of either party shall have the right to meet with conference representatives of the other part, upon reasonable notice, to discuss any problem regarding employer-employee relations arising within the representational unit, or any problems arising under a written Memorandum of Understanding between the parties.
- C. The City of Riverbank shall allow a reasonable number of employee representatives of a formally recognized employee organization reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the Chief Personnel Officer or his/her representatives regarding matters within the scope of representation, or for the purpose of consultation in good faith.
- D. The City of Riverbank shall provide reasonable space on bulletin boards at places of work for the use of recognized employee organizations to inform employees about organizational activities and affairs.
- E. Agents shall be allowed to visit places of City employment where employees it represents are at work, for the purpose of observing conditions of work, or consulting with members regarding immediate grievances or job problems. Such visits shall not be permitted to interfere with the orderly flow of work, nor cause an unsafe condition.

11.07 No Discrimination

- A. There shall be no discrimination by the City of Riverbank in employment conditions or treatment of employees on the basis of race, sex, creed, color, national origin, ancestry, or membership, non-membership, or participation in the activities of any lawful organization.
- B. There shall be no discrimination by any employee organization in treatment of its members on the basis of race, sex, creed, color, national origin, ancestry, membership, non-membership, or participation in the activities of any lawful organization.

11.08 Classifications Restricted from Representing Recognized Employee Organizations

The Chief Personnel Officer, elected officials, and department heads shall be restricted from representing a recognized non-management employee organization to avoid potential conflicts of interest.

Nothing herein prohibits employees from joining an employee organization; however, restrictions are placed upon certain employees in representing the organization.

11.09 Savings Clause

If, at any time, any part of this Section should be found to be unconstitutional, or contrary to applicable law as it now exists, or as it may hereafter be amended, the remainder of the Section will not be affected thereby.

11.10 – Association Orientation

Every 120 days starting January 1, the City shall provide the Association with a roster of current bargaining unit employees, identifying whether they are Association member. The City will provide two business days' notice prior to the orientation of a new bargaining unit employee.

SECTION 12.00 – MISCELLANEOUS PROVISIONS

12.01 Outside Employment

Any regular employee desiring to engage in outside employment shall first obtain non-City conflict job approval from his/her Department Head. The Employee shall submit a statement to his/her Department Head on a standard City form, naming the prospective employer, his/her address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department Head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Chief Personnel Officer, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization.

12.02 Uniforms

The City shall provide and maintain uniforms to regular full-time employees assigned to work in the field and facility maintenance. The City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on an annual basis to CalPERS in June of each year. The uniform allowance amount reported to CalPERS will derive from the City's total fiscal year budgeted amount for providing and maintaining the employees' uniforms, not to exceed \$300 per year, per employee.

Rain Gear

Rain gear consisting of waterproof boots, pants, coat and hat, will be provided to all employees assigned to work in the field at City expense.

12.03 Contracting Unit Work

During the term of this MOU the City agrees not to contract out work of any position, and will not terminate any existing employee as a result of subcontracting of any work that has been performed by the members of the Bargaining Unit. Vacant positions that have not been filled may be contracted out for not more than one (1) year.

12.04 AI/Automation

The City agrees to provide advance written notice to the Union in the event that the City plans to implement AI or automation that would eliminate bargaining unit work.

SECTION 13.00 – AGREEMENT

13.01 Entire Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety.

In the event that any provision of this MOU is found to be in conflict with a City rule, regulation, or resolution, the provision of this MOU shall prevail over such conflicting rule, regulation or resolution.

13.02 Severability of Provisions

Should any part of this MOU is for any reason held to be invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such part shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

13.03 Modifications, Amendments and Revisions

The terms and conditions of this MOU may be modified, amended or revised, only through the voluntary and mutual consent of both parties.

13.04 Ratification

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association.

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SIGNATURES

For the City of Riverbank

Marisela H. Garcia
City Manager

For the Riverbank Mid-Management
Employees Association

Chris Smith, President
RMMEA

Beckie Robbins, Secretary
RMMEA

Antonio Arguelles
Labor Representative

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Appendix A

City of Riverbank Position Classifications and Salary Ranges

<u>Classification Title</u>	<u>Salary Range</u>
Accountant	125
Assistant Finance Director	166
Administrative Analyst II	128
Administrative Assistant/Confidential	111
Building Official	155
Capital Projects/Regulatory Compliance Manager	179
City Clerk	161
City Planner	174
Human Resources Specialist	108
Human Resources Analyst	146
Human Services Specialist/Administrative Analyst II	128
Park & Facilities Maintenance Supervisor	132
Planning & Building Manager	176
Public Works Superintendent	169
Public Works Supervisor	132
Recreation Supervisor	125
Senior Building Inspector	140
Senior Construction Inspector	155
Senior Community Development Specialist	122
Senior Management Analyst	146
Senior Neighborhood Improvement Officer	122
Senior Planner	141
Senior Project Coordinator	128
Wastewater Treatment Plant Supervisor	132
Water Supervisor	132

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Appendix B

City of Riverbank Employee Compensation Plan Effective January 9, 2026

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,243.91	6,556.11	6,883.92	7,228.12	7,589.53
Assistant Finance Director	166	9,389.34	9,858.81	10,351.75	10,869.34	11,412.81
Administrative Analyst II	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Administrative Assistant/Confidential	111	5,431.98	5,703.58	5,988.76	6,288.20	6,602.61
Building Official	155	8,415.88	8,836.67	9,278.50	9,742.43	10,229.55
Capital Projects & Regulatory Compliance Manager	179	10,685.91	11,220.21	11,781.22	12,370.28	12,988.79
City Clerk	161	8,933.59	9,380.27	9,849.28	10,341.74	10,858.83
City Planner	174	10,167.28	10,675.64	11,209.42	11,769.89	12,358.38
Human Resources Analyst	146	7,694.96	8,079.71	8,483.70	8,907.89	9,353.28
Human Resources Specialist	108	5,272.24	5,535.85	5,812.64	6,103.27	6,408.43
Human Services Specialist /Administrative Analyst II	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Parks & Facilities Maintenance Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Planning & Building Manager	176	10,371.65	10,890.23	11,434.74	12,006.48	12,606.80
Public Works Superintendent	169	9,673.84	10,157.53	10,665.41	11,198.68	11,758.61
Public Works Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Recreation Supervisor	125	6,243.91	6,556.11	6,883.92	7,228.12	7,589.53
Senior Building Inspector	140	7,248.99	7,611.44	7,992.01	8,391.61	8,811.19
Senior Construction Inspector	155	8,415.88	8,836.67	9,278.50	9,742.43	10,229.55
Senior Community Development Specialist	122	6,060.29	6,363.30	6,681.47	7,015.54	7,366.32
Senior Management Analyst	146	7,694.96	8,079.71	8,483.70	8,907.89	9,353.28
Senior Neighborhood Improvement Officer	122	6,060.29	6,363.30	6,681.47	7,015.54	7,366.32
Senior Planner	141	7,321.50	7,687.58	8,071.96	8,475.56	8,899.34
Senior Project Coordinator	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Waste Water Treatment Plant Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Water Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99

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Appendix C

City of Riverbank Employee Compensation Plan Effective January 8, 2027

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,493.67	6,818.35	7,159.27	7,517.23	7,893.09
Assistant Finance Director	166	9,764.91	10,253.16	10,765.82	11,304.11	11,869.32
Administrative Analyst II	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Administrative Assistant/Confidential	111	5,649.26	5,931.72	6,228.31	6,539.73	6,866.72
Building Official	155	8,752.52	9,190.15	9,649.66	10,132.14	10,638.75
Capital Projects & Regulatory Compliance Manager	179	11,113.35	11,669.02	12,252.47	12,865.09	13,508.34
City Clerk	161	9,290.93	9,755.48	10,243.25	10,755.41	11,293.18
City Planner	174	10,573.97	11,102.67	11,657.80	12,240.69	12,852.72
Human Resources Analyst	146	8,002.76	8,402.90	8,823.05	9,264.20	9,727.41
Human Resources Specialist	108	5,483.13	5,757.29	6,045.15	6,347.41	6,664.78
Human Services Specialist /Administrative Analyst II	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Parks & Facilities Maintenance Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Planning & Building Manager	176	10,786.52	11,325.85	11,892.14	12,486.75	13,111.09
Public Works Superintendent	169	10,060.79	10,563.83	11,092.02	11,646.62	12,228.95
Public Works Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Recreation Supervisor	125	6,493.67	6,818.35	7,159.27	7,517.23	7,893.09
Senior Building Inspector	140	7,538.95	7,915.90	8,311.70	8,727.29	9,163.65
Senior Construction Inspector	155	8,752.52	9,190.15	9,649.66	10,132.14	10,638.75
Senior Community Development Specialist	122	6,302.70	6,617.84	6,948.73	7,296.17	7,660.98
Senior Management Analyst	146	8,002.76	8,402.90	8,823.05	9,264.20	9,727.41
Senior Neighborhood Improvement Officer	122	6,302.70	6,617.84	6,948.73	7,296.17	7,660.98
Senior Planner	141	7,614.36	7,995.08	8,394.83	8,814.57	9,255.30
Senior Project Coordinator	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Waste Water Treatment Plant Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Water Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46

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Appendix D

City of Riverbank Employee Compensation Plan Effective January 7, 2028

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,688.48	7,022.90	7,374.05	7,742.75	8,129.89
Assistant Finance Director	166	10,057.86	10,560.75	11,088.79	11,643.23	12,225.39
Administrative Analyst II	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Administrative Assistant/Confidential	111	5,818.74	6,109.68	6,415.16	6,735.92	7,072.72
Building Official	155	9,015.10	9,465.86	9,939.15	10,436.11	10,957.92
Capital Projects & Regulatory Compliance Manager	179	11,446.75	12,019.09	12,620.04	13,251.04	13,913.59
City Clerk	161	9,569.66	10,048.14	10,550.55	11,078.08	11,631.98
City Planner	174	10,891.19	11,435.75	12,007.54	12,607.92	13,238.32
Human Resources Analyst	146	8,242.84	8,654.98	9,087.73	9,542.12	10,019.23
Human Resources Specialist	108	5,647.62	5,930.00	6,226.50	6,537.83	6,864.72
Human Services Specialist /Administrative Analyst II	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Parks & Facilities Maintenance Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Planning & Building Manager	176	11,110.12	11,665.63	12,248.91	12,861.36	13,504.43
Public Works Superintendent	169	10,362.61	10,880.74	11,424.78	11,996.02	12,595.82
Public Works Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Recreation Supervisor	125	6,688.48	7,022.90	7,374.05	7,742.75	8,129.89
Senior Building Inspector	140	7,765.12	8,153.38	8,561.05	8,989.10	9,438.56
Senior Construction Inspector	155	9,015.10	9,465.86	9,939.15	10,436.11	10,957.92
Senior Community Development Specialist	122	6,491.78	6,816.37	7,157.19	7,515.05	7,890.80
Senior Management Analyst	146	8,242.84	8,654.98	9,087.73	9,542.12	10,019.23
Senior Neighborhood Improvement Officer	122	6,491.78	6,816.37	7,157.19	7,515.05	7,890.80
Senior Planner	141	7,842.79	8,234.93	8,646.68	9,079.01	9,532.96
Senior Project Coordinator	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Waste Water Treatment Plant Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Water Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34