AGENDA

TUESDAY, MARCH 12, 2019– 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE CITY CLERK’S OFFICE AND AT WWW.RIVERBANK.ORG)

CALL TO ORDER: Mayor/Chair Richard D. O’Brien

FLAG SALUTE: Mayor/Chair Richard D. O’Brien

INVOCATION: Riverbank Ministerial Association

ROLL CALL: Mayor/Chair Richard D. O’Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

CHANGES TO THE AGENDA: Mayor/Chair Richard D. O’Brien

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.

1. PRESENTATIONS


Item 1.2: Proclamation – Women’s History Month – March 2019.

2. 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 5 minutes per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.
3. **CONSENT CALENDAR**

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

| Item 3.A: | Waive Readings. All Readings of ordinances and resolutions, except by title, are waived. |
| Item 3.B: | Approval of the February 12, 2019, City Council and Local Redevelopment Authority Minutes. |
| Item 3.B-1: | Approval of the February 25, 2019, Special City Council Minutes. |
| Item 3.C: | A Resolution to Approve the Appropriation of $31,000 from the Sewer Capital Improvement Reserve Fund (Fund 108) for Emergency Repairs to the Muffin Monsters (grinder) at the Wastewater Treatment Plant. |
| Item 3.D: | A Resolution Authorizing the Execution of a Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2019 Cheese & Wine Festival. |
| Item 3.E: | A Resolution Authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the City’s Property Area to Conduct the Riverbank Cheese and Wine Festival. |

**Recommendation:** It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

4. **UNFINISHED BUSINESS**

   There are no items to consider.

5. **PUBLIC HEARINGS**

   There are no items to consider.

6. **NEW BUSINESS**

   **Item 6.1:** Status Update on the Riverbank Designated Local Authority – It is recommended that the City Council receive a presentation from Mark Persico, Kosmont Companies regarding an update on the Riverbank Designated Local Authority (Successor Agency to the former Riverbank Redevelopment Authority) and provide direction to staff on potential options for the future of the Successor Agency.

   **Item 6.2:** 2020-2025 Strategic Plan – Approve and/or Amend and Approve the City’s Strategic Plan.
Item 6.3: CalPERS (California Public Employees Retirement System) Pension Cost Update for the City of Riverbank – It is recommended that the City Council receive a report from NHA Advisors who has prepared a CalPERS Pension Cost Update for the City of Riverbank.

Item 6.4: 2019 Cheese & Wine Festival Workshop – It is recommended that the City Council provide ideas and suggestions for the upcoming 2019 Cheese & Wine Festival.

Item 6.5: Acceptance of the Patterson Road Sidewalk Project and Authorization to File a Notice of Completion – It is recommended that the City Council accept the completion of the Patterson Road Sidewalk Project and authorize staff to file a Notice of Completion.

7. 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 during this time.

Item 7.1: Staff

Item 7.2: Council/Authority Member

Item 7.3: Mayor/Chair

8. CLOSED SESSION
The public will have a limit of 5 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 8.1: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: APN 132-011-017
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Horisons Limited

Item 8.2: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 062-031-005, 062-031-006, 062-031-007
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Aemetis, Inc.

Item 8.3: CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
Number of cases: (1) one
9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session on Item 8.1: CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Horisons Limited

Item 9.2: Report from Closed Session on Item 8.2: CONFERENCE WITH REAL PROPERTY NEGOTIATIONS – Aemetis, Inc.

Item 9.3: Report from Closed Session on Item 8.3: CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION – (1) case

ADJOURNMENT (The next regular City Council meeting – Tuesday, March 26 @ 6:pm)

UPCOMING EVENTS

<table>
<thead>
<tr>
<th>March 13 (Wednesday)</th>
<th>• State of the City Address by Mayor O’Brien – at the Antigua Event Center, 3200 Santa Fe Street, Riverbank, at 6:30 p.m. Contact Administrative Analyst Norma Torres-Manriquez (209) 863-7153 or <a href="mailto:nmanriquez@riverbank.org">nmanriquez@riverbank.org</a> for information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 19 Special City Council Meeting</td>
<td>• Consideration of the Crossroads West Project - City Council Chambers at 6:00 p.m.</td>
</tr>
<tr>
<td>2019 Canceled Regular City Council Meetings</td>
<td>• City Council voted to cancel the following regular meetings: o July 9, 2019, August 13, 2019, November 26, 2019, and December 24, 2019.</td>
</tr>
</tbody>
</table>
### Notice Regarding Americans with Disabilities Act:
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (209) 863-7122 or cityclerk@riverbank.org. Notification of (72) hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. 

[28 CFR 35.102-35.104 ADA Title II].

### 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.

### Meeting Schedule

**Regular City Council Meetings:** 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed.

**Local Redevelopment Authority Board:** (The City Council also serves as the LRA Board.) Meets on an “as needed” basis. The City Council also serves as the LRA Board.

**City Council / LRA Agenda & Reports**
The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City’s website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. **The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk’s Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board.** A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk’s Office.

**Public Hearings**
In general, a public hearing is an open consideration within a regular meeting of the City Council/LRA Board, for which special notice has been given. During a specified portion of the hearing, any interested party is invited to present written or oral protests or support for the subject matter under consideration. Written testimony sent or delivered to the City Clerk must be received no later than 5:00 p.m. on the day of the meeting to allow for distribution to the City Council/LRA Board. Preparations for the meeting are conducted between 5:00 p.m. and 6:00 p.m. and therefore the City Clerk is not available during this time.

**Written Public Comments**
Anyone wishing to provide written public comments may do so prior to 5:00 p.m. of the day of the meeting to allow for distribution to the City Council. Comments must specify what agenda item they are referring to. Comments will become part of the record, however, they will not be read aloud at the meeting.

**Televised / Video of Meetings**
- Charter – Channel 2
- AT&T Uverse – Channel 99
- [www.riverbank.org](http://www.riverbank.org) – video icon – under Agendas and Minutes link

**City Hall Hours**
City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays.

**Questions**
Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org.

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 Street, Suite A, Riverbank, CA, during normal business hours.
RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date: March 12, 2019
Subject: Certificate of Recognition – C.A.S.A. Del Rio Family Resource Center
From: Sean Scully, City Manager
Submitted by: Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read a Certificate of Recognition for C.A.S.A. Del Rio Family Resource Center and present to Araseli Zamora, Program/Grant Manager, Riverbank Unified School District/C.A.S.A. Del Rio Family Resource Center.

SUMMARY

The C.A.S.A. Del Rio Family Resource Center is celebrating its 20th year anniversary this month. Since 1999, their mission has been to "improve the wellbeing of children, families, and the community by providing increased access to resources and services that support health, wellness and education." Their commitment to the Riverbank community is being recognized and commended at this momentous 20 year mark in time.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT
1. Certificate of Recognition
Certificate of Recognition

Presented to

C.A.S.A. Del Rio Family Resource Center

Congratulations on your 20th year anniversary and commitment to your mission: “C.A.S.A. Del Rio Family Resource Center has been serving the Riverbank community since 1999. Our mission is to improve the wellbeing of children, families and the community by providing increased access to resources and services that support health, wellness and education.”

Thank you for your tireless efforts to serve those in our community.

March 12, 2019

__________________________________________
Mayor Richard D. O’Brien
Mayor
RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date: March 12, 2019
Subject: Proclamation – Women’s History Month – March 2019
From: Sean Scully, City Manager
Submitted by: Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read and present a Proclamation for Women’s History Month, March 2019.

SUMMARY

The month of March is designated by Presidential proclamation as Women’s History Month to honor the contributions and accomplishments of women in American history.

The Education Task Force of the Sonoma County Commission of the Status of Women originated the recognition in Santa Rosa, California as a week-long celebration during the week of March 8 to correspond with International Women’s Day. The movement gained notoriety by other communities across the country and after successful lobbying by women’s groups and historians for national recognition, in February 1980, President Jimmy Carter issued the first Presidential Proclamation and declared the week of March 8, 1980 as National Women’s History Week.

In 1987, Congress passed Public Law designating the month of March to be “Women’s History Month”. Subsequent resolutions were passed from 1988 to 1994 and since 1995, Presidents have endorsed the yearly proclamation of Women’s History Month in March.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation
WHEREAS, the City Council of the City of Riverbank has designated the month of March 2019 as “Women’s History Month”; and

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE, the City Council of the City of Riverbank hereby proclaims March 2019 as “Women’s History Month” and urges the Riverbank community to recognize “Women’s History Month” by celebrating with appropriate programs, ceremonies, and activities.

March 12, 2019

Richard D. O’Brien
Mayor
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 may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

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; 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. 3.B

SECTION 3: CONSENT CALENDAR

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>March 12, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Approval of the February 12, 2019, City Council and Local Redevelopment Authority Minutes</td>
</tr>
<tr>
<td>From:</td>
<td>Sean Scully, City Manager</td>
</tr>
<tr>
<td>Submitted by:</td>
<td>Annabelle Aguilar, CMC, City Clerk / LRA Recorder</td>
</tr>
</tbody>
</table>

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board approve the City Council /LRA Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the February 12, 2019, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. February 12, 2019, City Council and LRA Minutes
CALL TO ORDER:
The City Council and Local Redevelopment Authority Board of the City of Riverbank met at 6:00 p.m. on this date at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor/Chair Richard D. O’Brien presiding.

FLAG SALUTE
Mayor/Chair Richard D. O’Brien

INVOCATION
There was no invocation.

ROLL CALL
Mayor/Chair Richard D. O’Brien
Present: Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

AGENDA CHANGES:
Mayor/Chair Richard D. O’Brien – There were no changes made.

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.

No one declared a conflict.

1. PRESENTATIONS
There were no presentations.

2. 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 5 minutes per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.
Toby Von Alvensleben, Escalon, requested City Council reconsider the one-year moratorium on cannabis dispensaries and allow his permit for a third dispensary in Riverbank.

Dianna Garcia, Board Member of FFA, Riverbank Cannabis Collective, spoke in opposition of allowing a third dispensary to open at its proposed location because of its close proximity to their dispensary.

Richard Von Alvensleben, Newcastle, spoke in support of allowing a third dispensary.

3. CONSENT CALENDAR
All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the January 8, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A Resolution [No. 2019-003] Authorizing the Appointment of the Stanislaus County Public Health Officer as the City Of Riverbank Public Health Officer.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

ACTION: By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to approve Consent Calendar Items 3.A, 3.B, and 3.C as presented; Motion carried by unanimous City Council and LRA Board roll call vote.

AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor/Chair O’Brien
NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS
There were no items to consider.

5. PUBLIC HEARINGS
There were no items to consider.

6. NEW BUSINESS

Item 6.1: Consider a Resolution [No. 2019-004] to Approve the Waiver of Storm Drain System Development Fees for the NNN Retail Development / Dollar general Project Located at 5842 Roselle Avenue – It is
recommended that the City Council consider the petition from NNN Retail Development to waive payment for the Storm Drain System Development Fee which will be assessed on the construction of the Dollar General Project at permit issuance.

Planning and Building Manager Donna Kenney presented the staff report. Public comment was made by Mr. David Church, Triple Net Retail Development, spoke in favor of waiving the fees. City Council and Staff discussed the item; Council directed to reduce the fees by 50 percent.

**ACTION:** By motion moved and seconded (Campbell / Barber-Martinez / passed 5-0) to adopt Resolution No. 2019-004 to approve the Waiver of Storm Drain System Development Fees by 50% for the NNN Retail Development / Dollar general Project Located at 5842 Roselle Avenue. Motion carried by unanimous City Council roll call vote.

**AYES:** Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O’Brien
**NAYS:** None / **ABSENT:** None / **ABSTAINED:** None

**Item 6.2:** Bid Award for 2019 Cheese & Wine Festival - It is recommended that the City Council review the bid results for the Contract for coordination of the 2019 Cheese & Wine Festival and give staff direction.

Parks and Recreation Director Sue Fitzpatrick presented the staff report. Bidders Chris Ricci Presents, Inc. and The Food Dude Catering were considered. Options to also consider were: #1 – Award to Chris Ricci Presents, Inc.; #2 – Discontinue the Festival and begin a new downtown Festival; #3 – City Parks and Recreation to run the event October 2020 with a nonprofit group handling the Cheese and Wine Component; and #4 Make the event available to run as a non-city event or sell the event to the highest bidder.

City Council discussed the options. Chris Ricci responded to questions on the type of vendors participating and the event components. Public comment were made by Dianna Garcia who recommended that water stations become part of the festival, and Corrin Sanders, Chamber of Commerce Board Member, who stated they were willing to lend a hand in support and shadowing for perhaps the future. Councilmember Fosi motioned for Option #1 with hopes that a nonprofit organization will take it over.

**ACTION:** By motion moved and seconded (Fosi / Campbell / passed 5-0) to approve option #1 – award the bid to Chris Ricci Presents, Inc. Motion carried by unanimous City Council roll call vote.

**AYES:** Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O’Brien
**NAYS:** None / **ABSENT:** None / **ABSTAINED:** None
City Manager Sean Scully announced that a workshop would be conducted to further discuss and consider some of the concepts and ideas of the Cheese and Wince event.

**Item 6.3:** Sheriff Classification Change and Change to Riverbank Law Enforcement Services Contract – It is recommended that the City Council provide direction to the City Manager regarding the proposal presented by Stanislaus County relating to sharing of additional contract law enforcement costs to be incurred during the current law enforcement services contract. Council could choose to provide direction in one of the following ways:
1. Direct City Manager to inform Stanislaus County that the City is in agreement with the cost sharing and flexible services proposal outlined in the CEO’s December 5th letter.
2. Direct the City Manager to inform Stanislaus County that the City is not in agreement with the proposal and is prepared to cover the entire increase in salary.
3. Any other alternate direction as dictated by the City Council.

City Manager Sean Scully presented the staff report. Police Chief Erin Kiely spoke in regards to the positive results the Deputy II position has created. City Council and Staff discussed the matter.

**ACTION:** By motion moved and seconded (Fosi / Barber-Martinez / passed 5-0) to approve Option #1 – Direct the City Manager to inform Stanislaus County that the City is in agreement with the cost sharing and flexible services proposal outlined in the CEO’s December 5th [Per the letter from Jody L. Hayes Chief Executive Office of Stanislaus County, in regards to the current contract between the Stanislaus County Sheriff and the City of Riverbank – a plan will be presented to the County Board of Supervisors to implement changes to their classification structure at the Sheriff’s office to take effect January 5, 2019 and are expected to result in an increased cost for law enforcement services. Additional costs for the City of Riverbank are estimated at $111,567 for the balance of Fiscal Year 2018-2019, and $228,165 for Fiscal Year 2019-2020, which are subject to change. To assist in alleviating this burden, the County would extend an offer of assistance to the City to cover 50% of the additional cost impact disclosed through the remainder of the current contract. The Council will provide $55,783.50 in FY 2018-2019 and $114,082.50 in FY 2019-2020, which is an estimate that is subject to change.] Motion carried by unanimous City Council roll call vote.

**AYES:** Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O’Brien

**NAYS:** None / ABSENT: None / ABSTAINED: None

**7 COMMENTS/REPORTS**
A brief report on attendance of a meeting or conference or other notable topics of business shall be made. The Brown Act does not allow for discussion or action by the City Council.
Item 7.1: Staff

- City Manager Scully announced the Special Planning Commission Meeting scheduled for tomorrow [Tuesday, February 13, 2019] to consider the Crossroads West Project Plan.

Item 7.2: Council/Authority Member

- Council/Authority Member Uribe announced he attended a Standardized Emergency Disaster Course, and encourage residents to join a nonprofit organization.
- Council/Authority Member Campbell thanked the public for their participation and thanked the Chamber of Commerce for their attendance.
- Vice Mayor/Chair Barber-Martinez reported on her attendance of the Stanislaus County Ag Tech Summit.

Item 7.3: Mayor/Chair

Mayor/Chair O’Brien: 1) Requested PowerPoints be provided to all Council [for their tablets/laptops/handout] in case of technical difficulties; and 2) Requested to reopen [the consideration] of the cannabis [one-year] moratorium.

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

Item 8.1: CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)
Number of cases: (1) one

Mayor/Chair O’Brien announced the Closed Session Item and opened the Item for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 7:11 p.m.

9. REPORT FROM CLOSED SESSION

Mayor/Chair O’Brien reconvened the meetings at 7:22 p.m.

Item 9.1: Report from Closed Session Item 8.1: CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION – (1) case

Mayor O’Brien reported that direction was provided to staff.
ADJOURNMENT

There being no further business, Mayor/Chair O’Brien adjourned the meetings at 7:23 p.m.

ATTEST: (Adopted 03-12-2019)  APPROVED:

_____________________________________  ______________________________
Annabelle H. Aguilar, CMC   Richard D. O’Brien
City Clerk / LRA Recorder   Mayor / Chair
RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date: March 12, 2019
Subject: Approval of the February 25, 2019, Special City Council Minutes
From: Sean Scully, City Manager
Submitted by: Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council approve the Special City Council Minutes as presented.

SUMMARY

The Draft Minutes of the February 25, 2019, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. February 25, 2019, Special City Council Minutes
CALL TO ORDER

The City Council of the City of Riverbank met at 8:30 a.m. on this date at the Riverbank City Council Chamber, 6707 Third Street, Suite B, Riverbank, California, with Mayor Richard D. O'Brien presiding.

CALL TO ORDER Mayor Richard D. O'Brien

ROLL CALL
Present: Mayor Richard D. O'Brien
Vice Mayor Darlene Barber Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)
Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a maximum of 5 minutes per person and each person may speak once during this time. Time cannot be yielded to another person.

No one spoke.

2. BUSINESS

Item 2.1: Discussion and Update of the City’s Strategic Plan – It is recommended that the City Council consider the City’s Strategic Plan and provide direction and/or comments to guide Management Staff on the implementation and accomplishment of the Plan’s goals and objectives.

Mayor O’Brien opened the meeting. City Manager Sean Scully introduced new meeting Facilitators Kendal and Steve Flint.
Management Staff in attendance included: Marisela Garcia Assistant City Manager/Director of Finance; Melissa Holdaway, Administrative Analyst II of the Local Redevelopment Authority; Kathleen Cleek, Development Services Administration Manager; Michael Riddell, Public Works Director; Donna Kenney, Planning and Building Manager; Robin Baral, Deputy City Attorney; Erin Kiely, Chief of Police Services; Annabelle Aguilar City Clerk; Norma Torres-Manriquez, Administrative Analyst/Human Services Specialist; and Cheryl Stefani, Administrative Assistant/Confidential.

Absent: Sue Fitzpatrick, Director of Parks & Recreation and John Anderson, Contract Planner of J.B. Anderson Land Use Planning.

The strategic process consisted of the City Council providing their broad goals followed by their strategies and tactics to achieve the goals. City Council also provided their recommendations on the revision of the City’s mission, vision, and values.

Mayor O’Brien called for a brief recess at 10:30 a.m.; Mayor O’Brien reconvened the meeting at 10:48 a.m.

City Council discussion continued. City Staff provided input as needed.

Facilitator Kendal Flint stated that the report of the strategic planning session would be presented to the City Council for consideration.

ADJOINNMENT

There being no further business, Mayor O’Brien adjourned the meeting at 11:45 a.m.

ATTEST:  (Adopted 03/12/2019)  APPROVED:

______________________________  __________________________
Annabelle H. Aguilar, CMC   Richard D. O’Brien
City Clerk       Mayor
Meeting Date: March 12, 2019
Subject: A Resolution to Approve the Appropriation of $31,000 from the Sewer Capital Improvement Reserve Fund (Fund 108) for Emergency Repairs to the Muffin Monsters (grinder) at the Wastewater Treatment Plant
From: Sean Scully, City Manager
Submitted by: Michael Riddell, Director of Public Works

RECOMMENDATION

It is recommended that the City Council adopt a Resolution authorizing the appropriation of $31,000 towards the repair of the Muffin Monster (grinder) at the WWTP.

SUMMARY

The Muffin Monster (grinder) is currently offline and in need of total rebuild. Annually the City Council has authorized the set-aside funds for instances such as these. Tonight’s request appropriates these set-aside funds towards the rebuild of the Muffin Monster (grinder).

BACKGROUND

On February 20, 2019 in their routine checks over the weekend staff noticed that one of the cutter columns on the grinder was not turning. On Monday of the following week staff pulled the grinder out of the channel for inspection. Upon closer inspection staff saw that one of the columns had dropped. This occurs when there has been a gear failure within the grinder. JWC Environmental has an exchange program. Where by you send in your unit and they send you a rebuilt one. This saves a considerable amount of staff time and labor rebuilding it ourselves. This is currently not a budgeted item.

This unit has been in service since January 2014. The muffin Monster plays an important role in protecting the screening equipment within the Headwork’s channel. Without the grinder the automatic screen receives a considerable amount of wear and tear which is very costly.

Staff recommends that the Muffin Monster (grinder) be repaired as soon as possible to protect the very valuable screening equipment within the Headwork’s channel.
FINANCIAL IMPACT

Quote received from JWC Environmental for $29,659.78. A total appropriation of $31,000 is requested in the event a contingency arises.

ATTACHMENT

1. Resolution
CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO APPROVE THE APPROPRIATION OF $31,000 FROM THE SEWER CAPITAL IMPROVEMENT RESERVE FUND (FUND 108) FOR EMERGENCY REPAIRS TO THE MUFFIN MONSTER (GRINDERS) AT THE WASTEWATER TREATMENT FACILITY

WHEREAS, the City Council previously established a Sewer Capital Improvement Fund in order to set-aside funding for emergency repairs to our Wastewater Treatment Facility; and

WHEREAS, emergency repairs are necessary on the Muffin Monster in order to bring the grinder back on line; and

WHEREAS, the repairs will ensure that the City’s Wastewater Treatment Facility continues to operate in a safe and reliable manner; and

WHEREAS, an appropriation of $31,000 from the Sewer Capital Improvement Reserves to account number 108-427.000-707.002 (Capital Expenditures) for emergency repairs is prudent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the appropriation of $31,000 from the Sewer Capital Improvement Reserve Fund for the repairs to the Muffin Monster at the Wastewater Treatment Facility.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of March, 2019; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O’Brien
Mayor
RECOMMENDATION

It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2019 Cheese & Wine Festival.

INTRODUCTION

In December 2018, a Request for Proposal for the coordination of the Riverbank Cheese & Wine Festival was released. In January 2019 two proposals were received and reviewed. On February 12, 2019, the City Council approved City staff moving forward with the Cheese and Wine Festival for 2019 and gave the direction to award the bid for coordination of the Festival to Chris Ricci Presents, Inc.

BACKGROUND

The Riverbank Cheese & Wine Festival has been held in Riverbank for the past 42 years. The Festival was administered by the Riverbank Chamber of Commerce for many years until it was sold to the Riverbank Rotary Club. The Rotary Club administered the Festival for 8 years and in 2014 made the decision that they were unable to continue the event.

The City Parks and Recreation Department has contracted with Chris Ricci Presents, Inc. for the past five years for the coordination of the festival. The performance agreement for services needs to be updated by Resolution for the 2019 year and is attached as Exhibit A.
FINANCIAL IMPACT:

The performance agreement engages Chris Ricci Presents, Inc. to provide event coordination services and establishes that the costs for those services is $16,000.

Over the past five years the Festival has been financially successful and has not required funding from the General Fund.

ATTACHMENTS:

1- Resolution
2- Exhibit A: Performance Agreement
WHEREAS, the Cheese and Wine Festival (“Festival”) has been a tradition in the City of Riverbank (“City”) for many years, the City of Riverbank purchased the Festival rights in 2014, establishing it as a safe and enjoyable event; and

WHEREAS, in December, 2018 a Request for Proposal was released for the coordination of the 2019 Cheese & Wine Festival and in January, 2019 two bids were received and reviewed, with a recommendation to the City Council to award the bid to Chris Ricci Presents, Inc.; and

WHEREAS, on February 12, 2019, the City Council considered the bids and approved awarding the bid for the 2019 Cheese & Wine Festival to Chris Ricci Presents, Inc.; and

WHEREAS, the Performance Agreement engages Chris Ricci Presents, Inc., to provide event coordination services and establishes that the costs for those services is $16,000 to be paid in three payments. The first payment of $5,000 is due in June 2019, the second $5,000 installment is due in July 2019, and the final $6,000 payment is due in October 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the Performance Agreement between Chris Ricci Presents, Inc. and the City of Riverbank, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of March, 2019; 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:
Annabelle H. Aguilar, CMC    Richard D. O’Brien
City Clerk                   Mayor

Attachments: Exhibit A – Performance Agreement with Chris Ricci Presents, Inc.
EXHIBIT A

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2019 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City owns and operates the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On February 12, 2019, the Riverbank City Council (“City Council”) approved the City’s continued operation of the Cheese & Wine Festival for 2019.

C. On February 12, 2019 the City Council approved the bid Award to Chris Ricci Presents, Inc. for the coordination of the Cheese & Wine Festival.

D. On March 12, 2019 the City Council authorized the City Manager to enter into the agreement.

E. Consultant desires to perform the scope of services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in Exhibit B, attached hereto (the “Services”). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in this performance Agreement will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.
1.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of this agreement. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. **Consultant Requested Modification in Services.** Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

   a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

   b. City agrees that the Services require a Modification;

   c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

   d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

**Section 2. Compensation and Payment Schedule.** The total cost of the Services described in Section 1 of this Agreement shall not exceed Sixteen Thousand Dollars ($16,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in this agreement:

   a. Five Thousand Dollars ($5,000.00) due on or before June 29, 2019.

   b. $5,000.00 due on or before July 28, 2019.

   c. $6,000.00 due on or before October 20, 2019.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.
Section 3. **Late Payment.** Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. **Term and Time For Completion.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. **Time of Performance.** Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. **Independent Contractor.** Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. **Sub-Consultants.** Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services. No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. **Compliance with Laws and Standards.** Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. **Insurance.** Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. **Workers Compensation.** Consultant shall carry such insurance as will protect City and Consultant from claims under Worker’s Compensation and Employers’ Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. **General Liability.** City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent
consultants and broad form property damage coverage’s. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars ($2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. **Automobile Liability.** Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. **Certificates of Insurance.** Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be considered a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured’s with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best’s Key Rating Guide rating of at least A:VII.

**Section 10. Indemnification and Hold Harmless.** Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney’s fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as “Claims”) to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or
negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any Claims so long as the event upon which such Claims are predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant’s indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the
maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 Third Street
Section 19. General Terms and Conditions.

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

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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

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

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

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

19.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
19.8. **Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

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

19.10. **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

19.11. **Entire Agreement.** This writing constitutes the entire agreement between the Parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement.

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

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

19.14. **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

19.15. **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

19.16. **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**IN WITNESS WHEREOF,** this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.
EXHIBIT A

CITY:  
City of Riverbank, a Municipal Corporation  
of the State of California

By: ________________________________  
Sean Scully, City Manager

Date Signed: ________________________

CONSULTANT:  
Chris Ricci Presents, Inc., a California  
Corporation

By: ________________________________  
Chris Ricci, President

Date Signed: ________________________

ATTEST:

By: ________________________________  
Annabelle Aguilar, CMC, City Clerk

APPROVED AS TO FORM:

By: ________________________________  
Tom Hallinan, City Attorney
## Exhibit B - Scope of Services

**Scope of Work**
Riverbank Cheese and Wine 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>End</th>
<th>Class</th>
<th>Sub Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit initial budget</td>
<td>1/5/2019</td>
<td>1/5/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Update website – Vendor forms for download and on-line signup engine</td>
<td>1/5/2019</td>
<td>11/20/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Email existing vendor database(s) including cheese &amp; wine.</td>
<td>1/15/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Begin event map</td>
<td>1/15/2019</td>
<td>10/11/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Manage all phone calls and emails using Salesforce CRM</td>
<td>1/15/2019</td>
<td>10/1/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Vendor layout will commence as sign ups come in. We will coordinate with each vendor to increase satisfaction.</td>
<td>1/15/2019</td>
<td>10/11/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Solicit sponsorships</td>
<td>1/15/2019</td>
<td>9/15/2019</td>
<td>Sponsorships</td>
<td></td>
</tr>
<tr>
<td>Develop logo for 2019 Festival</td>
<td>1/15/2019</td>
<td>2/15/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Book Antigua for Wine Tasting Venue</td>
<td>1/15/2019</td>
<td>2/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>1/20/2019</td>
<td>1/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Call all previous vendors that have participated in cheese &amp; wine.</td>
<td>1/20/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Solicit Cheese Vendors using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit Wineries using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit food for Wine tasting using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit Breweries for Wine Tasting using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Vendor referral program</td>
<td>1/30/2019</td>
<td>7/30/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Book Radio Airtime</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Book Modesto Bee Space</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Task Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Category</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>-------------------------</td>
<td></td>
</tr>
<tr>
<td>Book Carnival</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Submit Traffic Plan for approval by Cal Trans</td>
<td>2/1/2019</td>
<td>3/25/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>2/1/2019</td>
<td>2/28/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Event solicitation of vendors – attend regional festivals and sell vendor spaces.</td>
<td>3/1/2019</td>
<td>9/15/2019</td>
<td>Marketing Vendor</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>3/1/2019</td>
<td>3/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Social media advertising for vendors – utilize Facebook link click ads to drive new vendors to our website for online sign up.</td>
<td>4/1/2019</td>
<td>10/1/2019</td>
<td>Marketing Vendor</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>4/1/2019</td>
<td>4/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Video Production Social Media</td>
<td>5/1/2019</td>
<td>5/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Execute merchant/neighborhood notification</td>
<td>5/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>5/1/2019</td>
<td>5/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Book Community Volunteers - Wine Tasting</td>
<td>5/15/2019</td>
<td>6/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Community Volunteers - Street Festival</td>
<td>5/15/2019</td>
<td>6/1/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Set up ticketing for Wine Tasting</td>
<td>5/15/2019</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Fence and Porta Potties</td>
<td>5/20/2019</td>
<td>6/20/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Social Media Marketing (Facebook / Instagram) - Wine Tasting</td>
<td>6/1/2019</td>
<td>10/10/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Wine tasting ticket on-sale</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Social Media Marketing (Facebook / Instagram) - Street Festival</td>
<td>6/1/2019</td>
<td>10/13/2019</td>
<td>Marketing Street Festival</td>
<td></td>
</tr>
<tr>
<td>Solicit vendors for Makers Faire (Use CRM)</td>
<td>6/1/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Photographer / Videographer</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Order Traffic Control Equipment from Safe T Lite</td>
<td>6/1/2019</td>
<td>6/25/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Reserve private security for event (must be bonded &amp; licensed)</td>
<td>6/1/2019</td>
<td>6/25/2019</td>
<td>Street Festival Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Initial Meeting with Fire Department</td>
<td>6/1/2019</td>
<td>6/28/2019</td>
<td>Street Festival Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>6/1/2019</td>
<td>6/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Hold community volunteer meeting</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Reserve ATM machines</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Distribute Tickets to Cruisers Locations</td>
<td>6/5/2019</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Stages (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Sound Systems (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Bands (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Start Date</td>
<td>End Date</td>
<td>Department</td>
<td>Category</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>-----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Book DJ for Park Stage</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Entertainment</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Book Hispanic Entertainment Area</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Entertainment</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Update Website with Entertainment / attractions</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>7/1/2019</td>
<td>7/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Order trash cans and dumpsters from Gilton</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Submit ABC license for approval</td>
<td>7/1/2019</td>
<td>7/30/2019</td>
<td>Licensing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Order Wine Glasses</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Wine Tasting</td>
<td>Vendor</td>
</tr>
<tr>
<td>Vendor Modesto Bee Ad</td>
<td>7/10/2019</td>
<td>7/10/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Hire Electrician to coordinate power distro</td>
<td>8/1/2019</td>
<td>8/20/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Tents</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Rent Tables / Chairs</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Rent Tables / Chairs</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Event press release</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Meet with Sheriff's Department</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>8/1/2019</td>
<td>8/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Order posters</td>
<td>8/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>ABC Training for all volunteers and staff serving alcohol</td>
<td>8/15/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Submit insurance renewal to City of Riverbank</td>
<td>8/20/2019</td>
<td>9/15/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Submit liquor liability insurance to City of Riverbank</td>
<td>8/20/2019</td>
<td>9/15/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Communicate regularly with vendors updates, expectations, and</td>
<td>9/1/2019</td>
<td>10/10/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>directions for event.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribute posters</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Hold community volunteer meeting</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Order wristbands</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Arrange Equipment Rentals</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td>Appendix A</td>
</tr>
<tr>
<td>Schedule event/cleanup crew</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>9/1/2019</td>
<td>9/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Event press release</td>
<td>9/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Vendor Radio Ad</td>
<td>9/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Produce Promotional Event Promotional Banners</td>
<td>9/15/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Event Preview Meeting with Fire Department</td>
<td>9/15/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Task Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Responsible Party</td>
<td>Location</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>----------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Submit tent permits for approval</td>
<td>9/15/2019</td>
<td>10/5/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Radio Promotion (Cumulus Radio) - Wine Tasting</td>
<td>9/23/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Radio Promotion (Radio Lazer / Cumulus Radio) - Street Festival Festival</td>
<td>9/23/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Produce Sponsorship Banners</td>
<td>9/23/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Newspaper ads (Modesto Bee) - Wine Tasting</td>
<td>10/1/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Send maps and load in information to vendors</td>
<td>10/1/2019</td>
<td>10/9/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work with Stanislaus County Health Department to submit food vendor permits.</td>
<td>10/1/2019</td>
<td>10/8/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Work with Stanislaus Consolidated Fire Department to insure that food vendors</td>
<td>10/1/2019</td>
<td>10/8/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>10/1/2019</td>
<td>10/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Purchase Event Supplies (Tape, Zip Ties etc.)</td>
<td>10/7/2019</td>
<td>10/13/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Purchase Vendor Insurance</td>
<td>10/9/2019</td>
<td>10/9/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Insure high quality event management by having a minimum of 4 vendor coordinators</td>
<td>10/11/2019</td>
<td>10/13/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>vendor coordinators on the ground during set up to eliminate confusion and solve</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>problems quickly and efficiently.</td>
<td>10/11/2019</td>
<td>10/13/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Mail thank you notes to donors</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Oversee payment schedule</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Street Festival</td>
<td>RFP Sec. 6</td>
</tr>
<tr>
<td>Solicit feedback from vendors to formulate improvements and learn from previous</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>experiences.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review meeting with City of Riverbank</td>
<td>11/1/2019</td>
<td>11/30/2019</td>
<td>All</td>
<td></td>
</tr>
</tbody>
</table>

**Appendix A/Rental Equipment for Event**

- Electrical Cabling
- Electrical Distro Boxes
- Fork Lift
- 12 Golf Carts
- Fence Screen Cover (for wine tasting area)
- Dumpsters  

- Tables / Chairs
- Traffic Control Equipment
- Porta Potties / Fence
- Fence
- Tenting
- Trash Bins
Meeting Date: March 12, 2019

Subject: A Resolution Authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the City’s Property Area to Conduct the Riverbank Cheese and Wine Festival

From: Sean Scully, City Manager

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council approve the proposed resolution authorizing the Mayor to enter into a lease agreement with Chris Ricci Presents, Inc. for the area associated with the Cheese and Wine Festival held October 12, 2019 and October 13, 2019.

SUMMARY

The City of Riverbank (“City”) plans to hold the 43rd annual Cheese and Wine Festival (“Festival”) on October 12th and 13th, 2019. The City has entered into an agreement with Chris Ricci Presents, Inc. (“Chris Ricci Presents”) to provide event coordination for the Festival. In furtherance of the agreement with Chris Ricci Presents, City staff proposes that the City enter into a lease agreement with Chris Ricci Presents to temporarily lease the property upon which the Festival will be held on October 12, 2019 and October 13, 2019.

On February 12th, 2019 the City Council gave direction to staff to contract with Chris Ricci Presents, Inc.

The resolution, if adopted, will authorize the Mayor to execute a lease agreement with Chris Ricci Presents.

BACKGROUND

The City has organized the Festival for a number of years and has previously worked with Chris Ricci Presents to coordinate and manage the Festival. The Festival
continues to grow in size and popularity. The increased interest requires that Chris Ricci Presents and the City have more flexibility in managing the area and streets where the Festival will be held. The lease agreement does not charge rent to Chris Ricci Presents for the two-day lease but instead provides the City and Chris Ricci Presents with safeguards in the form of insurance requirements and other provisions for providing a Festival that serves the residents of the City and the greater community at large who may wish to attend the Festival. This will ensure that the Festival continues to be a successful and enjoyable activity that brings City residents and visitors from near and far to City events.

**FINANCIAL IMPACT**

There is no direct cost to the City in entering into the lease agreement. The City has already entered into a separate agreement with Chris Ricci Presents for services.

**ATTACHMENT**

1. Resolution 2019-___
2. Lease Agreement
CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH CHRIS RICCI PRESENTS, INC. FOR THE CITY’S PROPERTY AREA TO CONDUCT THE RIVERBANK CHEESE AND WINE FESTIVAL

WHEREAS, the City has previously entered into a contract with Chris Ricci Presents, Inc. to provide event coordination for the annual Cheese and Wine Festival; and

WHEREAS, on March 12, 2019, an agreement with Chris Ricci Presents, Inc. to provide such services was executed; and

WHEREAS, in furtherance of the partnership between the City of Riverbank and Chris Ricci Presents, Inc. the City desires to temporarily lease City-controlled property to Chris Ricci Presents for the Cheese and Wine Festival time period of October 12, 2019 through October 13, 2019; and

WHEREAS, pursuant to Government Code sections 37380(a) and 40602(b) the City may lease property it owns or controls through an agreement signed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the Mayor of the City to execute an agreement, hereto as Exhibit A, with Chris Ricci Presents to lease the property upon which the Cheese and Wine Festival for the time period of October 12, 2019, through October 13, 2019.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of March, 2019; 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:

Annabelle H. Aguilar, CMC       Richard D. O’Brien
City Clerk       Mayor

Attachment: Exhibit A - Copy of Lease Agreement with Chris Ricci, Inc.
TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT (the “Lease”) is made and entered into on this 12th day of March, 2019, by the City of Riverbank, a California municipal corporation (the “City”), and Chris Ricci Presents, Inc., a California corporation (the “Lessee”). City and Lessee shall be referred to herein individually as “Party” and collectively as the “Parties”. There are no other parties to this Lease.

RECITALS

A. City desires to lease to Lessee certain real property, including any and all improvements, in the City of Riverbank, County of Stanislaus, State of California that will be used in conjunction with the services Lessee has agreed to provide for the Riverbank Cheese and Wine Festival, the scope of which is described in the Performance Agreement the City and Lessee entered into on March 12, 2019 and is attached hereto as Exhibit-1 (the “Property”); and

B. City, as a municipal corporation, may lease property it owns or controls pursuant to Government Code section 37380(a); and

C. Lessee desires to lease the Property from the City for uses related to the Riverbank Cheese and Wine Festival; and

D. This Lease does not involve a public project as defined in Public Contract Code section 20161, and does not require bidding pursuant to Public Contract Code section 20162.

NOW, THEREFORE, with reference to these recitals and on the terms and conditions contained in this Lease, City agrees to lease the Property to Lessee on the following terms and conditions:

AGREEMENT

Section 1. Recitals. The recitals above are true and correct and are hereby incorporated into and made part of this Lease by this reference. In the event of any inconsistency between the recitals and Sections 1 through 20 of this Lease, Sections 1 through 20 shall prevail.

Section 2. Effective Date. This Lease and all of its provisions shall become effective once it is executed by all of the Parties (the “Effective Date”).

Section 3. Term of Lease. The term of this Lease shall be for a period of two (2) days (“Term”) commencing at 6:00 a.m. October 12, 2019 and expiring 11:59 p.m. October 13, 2019 (“Expiration Date”). Either Party may terminate this Lease prior to the Expiration Date by providing the other Party written notice of the intent to terminate at least thirty (30) calendar days in advance of any early termination date.

Section 4. Condition of the Property. Lessee acknowledges and agrees that the Property is to be leased to Lessee in an “as is” condition with all faults. City does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, its suitability for Lessee’s Intended Use (as defined below) or use of the Property or
any such related matters. Lessee agrees with and represents to City, that the Property has been
inspected by it and that the Lessee has been assured by means independent of City or City’s
agents of the truth of all facts material to this Lease and that the Property is being leased by
Lessee as a result of its inspection and investigation and not of a result of any representations
made by City and City’s agents.

Section 5. Permitted Uses of the Property. Lessee shall use the Property for activities
related to the annual Riverbank Cheese and Wine Festival as detailed in Exhibit 1. (the
“Intended Use”). Lessee shall only use the Property for the purposes provided herein or uses that
are incidental, supporting and compatible with the uses provided herein.

Section 6. Changes in Permitted Uses. If Lessee desires to change the use of the Property
to another use or uses, or add another use, such change in use shall require the prior written
approval of the City.

Section 7. Compliance with Laws. Lessee shall promptly comply with all laws and with
the requirements of any governmental authority having jurisdiction over Property, including but
not limited to: the federal government, the state of California, the County of Stanislaus, all
ordinances of the City, and all rules and regulations of the police and fire departments or other
municipal authorities of the County of Stanislaus or the City that have authority over the
premises. Lessee’s compliance may include the obligation to make improvements, repairs, and
alterations on the Property whether such compliance was foreseen or unforeseen. Lessee shall
immediately furnish City with a copy of any notices received from any governmental agency,
financial institution, insurance company, or inspection bureau pertaining to or in connection with
the Premises.

Section 8. City’s Access to Property. City or City’s agents, representatives or employees
retain the right to enter the Property at all reasonable times to determine whether Lessee is
complying with the terms of this Lease, to perform any other obligation of Lessee after Lessee’s
failure to perform same, if Lessee defaults under this Lease, and for the purpose of doing other
lawful acts that may be necessary to protect the City’s interest in Property. City shall be
permitted to enter on the Property, as may reasonably be necessary, in order to make
improvements or do other work, or to make improvements, repairs, or maintenance to adjacent
property owned by City. Nothing in this section shall imply any duty on the part of the City to
make any inspection or take any action related to the Property.

Section 9. Assignment and Subleasing. Lessee shall not assign, transfer or encumber this
Lease or any interest herein without the prior written consent of City. Lessee shall not sublease
all or any part of the Property or allow any persons other than Lessee’s agents, subcontractors or
employees to use all or part of the Property without the prior written consent of City. City’s
consent to one assignment, sublease, occupations, or use by another person shall not be deemed
to be a consent to any subsequent assignment, sublease or occupation or use by any other person.
Any assignment or sublease without the prior written consent of City shall be void. City shall
have the right to assign or transfer all or any part of this Lease or any rights to it at any time
without Lessee’s consent.
Section 10. Insurance Coverage. Lessee, and any and all of Lessee’s subcontractors, shall at all times during the Lease Term maintain and keep in force insurance coverage with an insurer approved by City which will adequately protect City against liability and property damages upon the Property. The minimum coverage required by this section shall be liability insurance for two million dollars ($2,000,000.00) per injury or occurrence. Proof of the insurance coverage obtained by Lessee shall be given to City at least thirty (30) calendar days before the Lease Term commences in the form of a Certificate of Liability issued by the insurer.

Such insurance shall also:

A. Name City and its officers, employees, agents and representatives, as additional insured by endorsement with respect to the performance of this Lease. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

B. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents, and representatives.

C. Contain standard separation of insured provisions.

Section 11. Indemnification of City. Lessee shall indemnify, hold harmless and defend City and City’s officials, employees, agents, representatives and contractors from all liability associated with the Property or Lessee’s operations, business, conduct, or management of the Property, or any act, omission, or negligence of Lessee or any other Lessee’s representatives, subcontractors or invitees, pertaining to this Lease and the use of the Property contemplated herein. This indemnification shall extend and protect City against any liability, claim, suit, action or other proceeding for damage of any kind relating to the Property, directly or indirectly, allegedly suffered, incurred, or threatened including: personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was foreseeable by City or Lessee prior to execution of this Lease.

Section 12. Termination of Lease and Remedies. In the event of any default by Lessee, in addition to any and all other rights and remedies available to City at law or in equity, City shall have the right to immediately terminate this Lease and all rights of Lessee hereunder by giving written notice to Lessee of such election by City, in the manner provided in Section 17 of this Lease. If City shall elect to terminate this Lease, then it may recover any amount permitted under California law.

Section 13. Remedies Cumulative. All rights and remedies under this Lease shall be nonexclusive of and in addition to any other remedy available at law or in equity.

Section 14. Destruction of Premises. In the event that the Lessee causes or allows the total or partial destruction of the Property, the Lessee, at its sole expense, shall repair, reconstruct or cause to repair or reconstruct any damaged property or structure of the City.
Section 15. **Surrender of Property.** Lessee agrees that, on expiration of the Lease Term, the Property and all attachments, fixtures and improvements thereon, shall be surrendered to City in good order, condition, and repair.

Section 16. **Expenses of Enforcement.** Should any legal action or proceeding be necessary to enforce or interpret this Lease, the prevailing Party shall be entitled to reasonable costs of enforcement or interpretation, including but not limited to, attorney fees, costs, disbursements, and collection costs in addition to other relief to which such Party is entitled.

Section 17. **Notice.** Any notice or communication required hereunder between City and Lessee must be in writing, and may be given either personally, by email, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email, a notice or communication shall be deemed to have been given and received upon the email timestamp of the receiving party. Notice transmitted by email after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to be given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:  
City of Riverbank  
6707 Third Street  
Riverbank, California 95367  
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to:  
City of Riverbank  
6707 Third Street  
Riverbank, California 95367  
Attention: City Clerk

And to:  
Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Douglas L. White, Esq.
Any Party may change their address for the purposes of this section by giving written notice of the change to the other Parties in the manner provided in this section.

Section 19. Amendments to Lease. This Lease may be supplemented, amended, or modified only by the mutual written consent of the Parties. No supplement, amendment, or modification of this Lease will be binding unless it is in writing and signed by all of the Parties. No provisions in either Party’s correspondence or other business forms used by either Party will supersede or add to the terms and conditions of this Lease.

Section 20. General Provisions.

A. Time of Essence. Time is of the essence for this Lease and each provision contained within is made and declared to be a material, necessary and essential part of this Lease.

B. Partial Invalidity. If a court or an arbitrator of competent jurisdiction holds any provision of this Lease to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Lease would be defeated by the loss of the illegal, unenforceable, or invalid provision.

C. Ambiguities. Each Party has participated fully in the review and execution of this Lease. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Lease.

D. Headings Not Controlling. The headings in this Lease are included for convenience only and neither affect the construction or interpretation of any provision in this Lease nor affect any of the rights or obligations of the Parties to this Lease.

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

F. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of California.

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

H. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of
any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by City of any performance by Lessee after the time the same was due shall not constitute a waiver by City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by City in writing.

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

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

IN WITNESS WHEREOF, City and Lessee have duly executed this Lease, with the intention of being bound by it as of the Effective Date set forth above.

CITY:  
City of Riverbank, a Municipal Corporation of the State of California  

By:___________________________________  
Richard O’Brien, Mayor

Date:_______________________________

LESSEE:  
Chris Ricci Presents, Inc., a California Corporation

By:___________________________________  
Chris Ricci, President

Date: ____________________________

ATTEST:  
By:___________________________________  
Annabelle Aguilar, CMC, City Clerk

APPROVED AS TO FORM:  
By:___________________________________  
Tom Hallinan, City Attorney
EXHIBIT-1

PERFORMANCE AGREEMENT
THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2019 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City owns and operates the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On February 12, 2019, the Riverbank City Council (“City Council”) approved the City’s continued operation of the Cheese & Wine Festival for 2019.

C. On February 12, 2019 the City Council approved the bid Award to Chris Ricci Presents, Inc. for the coordination of the Cheese & Wine Festival.

D. On March 12, 2019 the City Council authorized the City Manager to enter into the agreement.

E. Consultant desires to perform the scope of services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in Exhibit B, attached hereto (the “Services”). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in this performance Agreement will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.
1.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of this agreement. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. **Consultant Requested Modification in Services.** Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

   a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

   b. City agrees that the Services require a Modification;

   c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

   d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

**Section 2. Compensation and Payment Schedule.** The total cost of the Services described in Section 1 of this Agreement shall not exceed Sixteen Thousand Dollars ($16,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in this agreement:

   a. Five Thousand Dollars ($5,000.00) due on or before June 29, 2019.

   b. $5,000.00 due on or before July 28, 2019.

   c. $6,000.00 due on or before October 20, 2019.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.
Section 3. **Late Payment.** Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. **Term and Time For Completion.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. **Time of Performance.** Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. **Independent Contractor.** Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. **Sub-Consultants.** Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services. No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. **Compliance with Laws and Standards.** Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. **Insurance.** Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. **Workers Compensation.** Consultant shall carry such insurance as will protect City and Consultant from claims under Worker’s Compensation and Employers’ Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. **General Liability.** City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent
consultants and broad form property damage coverage’s. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars ($2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be consider a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured’s with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best’s Key Rating Guide rating of at least A:VII.

Section 10. Indemnification and Hold Harmless. Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney’s fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as “Claims”) to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or
EXHIBIT A

negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any Claims so long as the event upon which such Claims are predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant’s indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the
maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:  
City of Riverbank  
6707 Third Street
Section 19. General Terms and Conditions.

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

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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

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

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

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

19.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
19.8. **Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

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

19.10. **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

19.11. **Entire Agreement.** This writing constitutes the entire agreement between the Parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement.

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

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

19.14. **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

19.15. **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

19.16. **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.
EXHIBIT A

CITY:
City of Riverbank, a Municipal Corporation of the State of California

By: _________________________________
    Sean Scully, City Manager

Date Signed: _________________________________

CONSULTANT:
Chris Ricci Presents, Inc., a California Corporation

By: _________________________________
    Chris Ricci, President

Date Signed: _________________________________

ATTEST:

By: _________________________________
    Annabelle Aguilar, CMC, City Clerk

APPROVED AS TO FORM:

By: _________________________________
    Tom Hallinan, City Attorney
# Exhibit B - Scope of Services

## Scope of Work

**Riverbank Cheese and Wine 2019**

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>End</th>
<th>Class</th>
<th>Sub Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit initial budget</td>
<td>1/5/2019</td>
<td>1/5/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Update website – Vendor forms for download and on-line signup engine</td>
<td>1/5/2019</td>
<td>11/20/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Email existing vendor database(s) including cheese &amp; wine.</td>
<td>1/15/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Begin event map</td>
<td>1/15/2019</td>
<td>10/11/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Manage all phone calls and emails using Salesforce CRM</td>
<td>1/15/2019</td>
<td>10/1/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Vendor layout will commence as sign ups come in. We will coordinate with each vendor to increase satisfaction.</td>
<td>1/15/2019</td>
<td>10/11/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Solicit sponsorships</td>
<td>1/15/2019</td>
<td>9/15/2019</td>
<td>Sponsorships</td>
<td></td>
</tr>
<tr>
<td>Develop logo for 2019 Festival</td>
<td>1/15/2019</td>
<td>2/15/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Book Antigua for Wine Tasting Venue</td>
<td>1/15/2019</td>
<td>2/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>1/20/2019</td>
<td>1/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Call all previous vendors that have participated in cheese &amp; wine.</td>
<td>1/20/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Solicit Cheese Vendors using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit Wineries using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit food for Wine tasting using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Solicit Breweries for Wine Tasting using CRM</td>
<td>1/25/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Vendor referral program</td>
<td>1/30/2019</td>
<td>7/30/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Book Radio Airtine</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Book Modesto Bee Space</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Event Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Category</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Book Carnival</td>
<td>2/1/2019</td>
<td>2/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Submit Traffic Plan for approval by Cal Trans</td>
<td>2/1/2019</td>
<td>3/25/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>2/1/2019</td>
<td>2/28/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Event solicitation of vendors – attend regional festivals and sell vendor spaces.</td>
<td>3/1/2019</td>
<td>9/15/2019</td>
<td>Marketing Vendor</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>3/1/2019</td>
<td>3/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Social media advertising for vendors – utilize Facebook link click ads to drive new vendors to our website for on line sign up.</td>
<td>4/1/2019</td>
<td>10/1/2019</td>
<td>Marketing Vendor</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>4/1/2019</td>
<td>4/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Video Production Social Media</td>
<td>5/1/2019</td>
<td>5/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Execute merchant/neighborhood notification</td>
<td>5/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>5/1/2019</td>
<td>5/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Book Community Volunteers - Wine Tasting</td>
<td>5/15/2019</td>
<td>6/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Community Volunteers - Street Festival</td>
<td>5/15/2019</td>
<td>6/1/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Set up ticketing for Wine Tasting</td>
<td>5/15/2010</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Fence and Porta Potties</td>
<td>5/20/2019</td>
<td>6/20/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Social Media Marketing (Facebook / Instagram) - Wine Tasting</td>
<td>6/1/2019</td>
<td>10/10/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Wine tasting ticket on-sale</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Social Media Marketing (Facebook / Instagram) - Street Festival</td>
<td>6/1/2019</td>
<td>10/13/2019</td>
<td>Marketing Street Festival</td>
<td></td>
</tr>
<tr>
<td>Solicit vendors for Makers Faire (Use CRM)</td>
<td>6/1/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Photographer / Videographer</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Order Traffic Control Equipment from Safe T Lite</td>
<td>6/1/2019</td>
<td>6/25/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Reserve private security for event (must be bonded &amp; licensed)</td>
<td>6/1/2019</td>
<td>6/25/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Initial Meeting with Fire Department</td>
<td>6/1/2019</td>
<td>6/28/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>6/1/2019</td>
<td>6/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Hold community volunteer meeting</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Reserve ATM machines</td>
<td>6/1/2019</td>
<td>6/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Distribute Tickets to Cruisers Locations</td>
<td>6/5/2019</td>
<td>6/15/2019</td>
<td>Marketing Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Stages (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Sound Systems (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Bands (Wine Tasting, Rock, DJ, Hispanic, and Youth)</td>
<td>6/15/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Start Date</td>
<td>End Date</td>
<td>Category</td>
<td>Location</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<td>------------------------</td>
</tr>
<tr>
<td>Book DJ for Park Stage</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Entertainment</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Book Hispanic Entertainment Area</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Entertainment</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Update Website with Entertainment / attractions</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>7/1/2019</td>
<td>7/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Order trash cans and dumpsters from Gilton</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Submit ABC license for approval</td>
<td>7/1/2019</td>
<td>7/30/2019</td>
<td>Licensing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Order Wine Glasses</td>
<td>7/1/2019</td>
<td>7/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Vendor Modesto Bee Ad</td>
<td>7/10/2019</td>
<td>7/15/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Hire Electrician to coordinate power distro</td>
<td>8/1/2019</td>
<td>8/20/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Book Tents</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Book Tents</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Rent Tables / Chairs</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Rent Tables / Chairs</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Event press release</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Meet with Sheriff's Department</td>
<td>8/1/2019</td>
<td>8/15/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>8/1/2019</td>
<td>8/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Order posters</td>
<td>8/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>ABC Training for all volunteers and staff serving alcohol</td>
<td>8/15/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Submit insurance renewal to City of Riverbank</td>
<td>8/20/2019</td>
<td>9/15/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Submit liquor liability insurance to City of Riverbank</td>
<td>8/20/2019</td>
<td>9/15/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Communicate regularly with vendors updates, expectations, and directions for event.</td>
<td>9/1/2019</td>
<td>10/10/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Distribute posters</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Hold community volunteer meeting</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Order wristbands</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Wine Tasting</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Arrange Equipment Rentals</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td>Appendix A</td>
</tr>
<tr>
<td>Schedule event/cleanup crew</td>
<td>9/1/2019</td>
<td>9/15/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>9/1/2019</td>
<td>9/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Event press release</td>
<td>9/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Vendor Radio Ad</td>
<td>9/15/2019</td>
<td>9/30/2019</td>
<td>Marketing</td>
<td>Vendor</td>
</tr>
<tr>
<td>Produce Promotional Event Promotional Banners</td>
<td>9/15/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Event Preview Meeting with Fire Department</td>
<td>9/15/2019</td>
<td>10/1/2019</td>
<td>Street Festival</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Task</td>
<td>Start Date</td>
<td>End Date</td>
<td>Department</td>
<td>Event</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Submit tent permits for approval</td>
<td>9/15/2019</td>
<td>10/5/2019</td>
<td>Licensing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Radio Promotion (Cumulus Radio) - Wine Tasting</td>
<td>9/23/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Radio Promotion (Radio Lazer / Cumulus Radio) - Street Festival Festival</td>
<td>9/23/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Produce Sponsorship Banners</td>
<td>9/23/2019</td>
<td>10/1/2019</td>
<td>Marketing</td>
<td>Street Festival</td>
</tr>
<tr>
<td>Newspaper ads (Modesto Bee) - Wine Tasting</td>
<td>10/1/2019</td>
<td>10/13/2019</td>
<td>Marketing</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Send maps and load in information to vendors</td>
<td>10/1/2019</td>
<td>10/9/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work with Stanislaus County Health Department to submit food vendor permits</td>
<td>10/1/2019</td>
<td>10/8/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Work with Stanislaus Consolidated Fire Department to insure that food vendors have properly submitted any LPG Permits</td>
<td>10/1/2019</td>
<td>10/8/2019</td>
<td>Licensing</td>
<td></td>
</tr>
<tr>
<td>Monthly Progress meeting with City of Riverbank</td>
<td>10/1/2019</td>
<td>10/30/2019</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Purchase Event Supplies (Tape, Zip Ties etc.)</td>
<td>10/7/2019</td>
<td>10/13/2019</td>
<td>Street Festival</td>
<td></td>
</tr>
<tr>
<td>Purchase Vendor Insurance</td>
<td>10/9/2019</td>
<td>10/9/2019</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Insure high quality event management by having a minimum of 4 vendor coordinators on the ground during set up to eliminate confusion and solve problems quickly and efficiently.</td>
<td>10/11/2019</td>
<td>10/13/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Mail thank you notes to donors</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Wine Tasting</td>
<td></td>
</tr>
<tr>
<td>Oversee payment schedule</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Street Festival</td>
<td>RFP Sec. 6</td>
</tr>
<tr>
<td>Solicit feedback from vendors to formulate improvements and learn from previous experiences.</td>
<td>10/13/2019</td>
<td>11/1/2019</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
<td>Review meeting with City of Riverbank</td>
<td>11/1/2019</td>
<td>11/30/2019</td>
<td>All</td>
<td></td>
</tr>
</tbody>
</table>

**Appendix A/Rental Equipment for Event**

- Electrical Cabling: Tables / Chairs
- Electrical Distro Boxes: Traffic Control Equipment
- Fork Lift: Porta Potties / Fence
- 12 Golf Carts: Fence
- Fence Screen Cover (for wine tasting area): Tenting
- Dumpsters: Trash Bins
RECOMMENDATION

It is recommended that the City Council receive a presentation from Mark Persico, Kosmont Companies regarding an update on the Riverbank Designated Local Authority (Successor Agency to the former Riverbank Redevelopment Authority) and provide direction to staff on potential options for the future of the Successor Agency.

SUMMARY

The Riverbank Designated Local Authority has requested an opportunity to present a current status of their operations and is seeking input on potential options for the future of the Successor Agency.

BACKGROUND

Redevelopment in California began with the passage of the Community Redevelopment Act in 1945. The Act provided the mechanism to create redevelopment agencies (RDAs) but with much of the funding coming directly from the federal government. However, the passage of Proposition 18 in 1952 established “tax-increment financing,” thus creating a new financing structure granting local agencies the authority to declare areas as blighted and in need of urban renewal. A declaration of blight allowed the local agency to capture the growth in property tax revenue from the redevelopment project area as “tax increment,” which became a dedicated source of funding for redevelopment projects.

Although Proposition 18 created additional flexibility regarding funding RDAs, distribution of property tax revenues remained a zero-sum game, because revenue given to one agency—for example, giving money to a school district—reduced the amount that remained available for other agencies.

Redevelopment efforts expanded in scope and scale in the 1970s and 1980s due to two policy changes – the funding formula for schools and Proposition 13. The state assumed
responsibility for funding local school districts up to the revenue limit if the revenue shortfall resulted from lack of growth in local property-tax income. Then in 1978 the passage of Proposition 13 capped the general-purpose property tax rate at 1 percent, while also constraining local authority over many other local revenue sources. The new revenue limits under Proposition 13 forced local agencies to focus on sales tax generating uses in order to grow local revenues. These two policies conspired to force local agencies to pursue redevelopment in a more ambitious manner. When redevelopment ended in California in 2012, there were over 400 agencies across the State.

However, with the rise of redevelopment agencies the state was simultaneously experiencing budget shortfalls. In the early 1990s the state began looking to redevelopment agencies as a potential revenue source. On nine occasions between 1992 and 2011, the state attempted to require RDAs to shift some of their revenue to schools via countywide accounts known as ERAF (Education Revenue Augmentation Funds) or SERAF (Supplemental Educational Revenue Augmentation Funds). These attempts were severely hampered in 2010 when state voters approved Proposition 22, which limited the state’s authority over redevelopment and prohibited the state from requiring RDAs to shift funds to schools or other agencies. Despite substantial efforts by the state to limit and refine the focus of redevelopment spending, RDAs received 12 percent of statewide property tax revenue in 2008.

New efforts to reduce the footprint of RDAs began shortly after the passage of Proposition 22 because the Governor’s 2011–12 budget (SB 77) called for the dissolution of RDAs and redistribution of property tax revenue to, among other things, paying previously accrued redevelopment debts and offsetting $1.7 billion of state general funds costs. In March 2011, however, SB 77 fell one vote short of the two-thirds majority required for approval by the state legislature. Following the failed vote, the legislature evaluated modified versions of the Governor’s initial proposal and, in June 2011, enacted two pieces of legislation. The first, Assembly Bill ABX1 26, imposed an immediate freeze on RDAs’ authority, dissolved RDAs (effective October 1, 2011), and outlined the process by which RDAs would be wound down. The second, ABX1 27, introduced a program by which RDAs could avoid the dissolution implemented by ABX1 26 by making annual payments to local school districts, thereby offsetting much of the fiscal impact of redevelopment on the state budget.

Consistent with the history of attempts to limit the authority of RDAs, ABX1 26 and ABX1 27 were met with resistance. Shortly after being signed by the governor, the bills were challenged by the California Redevelopment Association (CRA) and the League of California Cities. In December 2011, the Supreme Court of California upheld ABX1 26, supporting the legislature’s authority to dissolve entities that it created (in this case, RDAs). The court, however, found ABX1 27 to be unconstitutional because it violated Proposition 22. Thus, on February 1, 2012, redevelopment agencies in the State of California officially ceased to exist.
Redevelopment in City of Riverbank:

The City of Riverbank Redevelopment Agency was activated on August 14, 2004 with the adoption of City Council Ordinance No. 2003-018. The project area covered approximately 1,230 acres or about 47% of the City (Attachment 1). Subsequently in 2005 the Agency and City Council adopted a comprehensive Reinvestment Plan by adopting Resolution 2005-010. The objectives of the Plan are as follows:

1. to eliminate or alleviate flooding resulting from subdivision of land without regard to topographical and soil conditions,
2. to provide flood control facilities which cannot be provided without redevelopment,
3. to provide adequate public improvements to promote the health, safety and welfare of the City’s inhabitants, and
4. to eliminate economic dislocation, deterioration and disuse caused by improper land subdivision.

The Redevelopment Plan proposed to eliminate and prevent the spread of blight in the Project Area by the acquisition of real property by purchase, devise, gift or condemnation; the combination of parcels and site preparation; the extension of preferences to certain businesses to re-enter the Project Area; the demolition, rehabilitation or improvement of existing structures; the dedication of streets and other areas for public street purposes; the increase in and improvement of the community’s supply of housing; the management of properties acquired by the Agency; and the installation and construction of streets, sidewalks, curbs, gutters, storm drains, medians, overcrossings, parking facilities, utilities and other public improvements.

In February 2007 the former Riverbank Redevelopment Agency issued $15,435,000 in bonds to finance a series of capital improvements, purchase properties in the Downtown and the construction of affordable housing. Less than two years after the bonds were issued the housing market collapsed and severely impacted the City’s ability to make debt service payments. Consequently, the bonds went into default in August 2012 when only a partial debt service payment was made. However, based upon recent increases in property values and tax revenues, the bond interest payments are current, and the reserve accounts are replenished. But with the bonds still in default all of the property tax increment is dedicated to pay bond debt service.

With the Supreme Court decision in California Redevelopment Association v. Matosantos, redevelopment agencies were terminated; and effective February 1, 2012 newly formed successor agencies “assumed all authority, rights, powers, duties and obligations previously vested with the former redevelopment agency.” But in accordance with Health & Safety Code Section 34173(d)(3) if no local agency elects to serve as the successor agency, the Governor shall appoint three residents from the County to serve as the designated local authority “until a local agency elects to become the successor agency.” Seven cities across California elected not to become the Successor Agency – Los Angeles, Los Banos, Mendota, Merced, Pismo Beach, Riverbank and Santa Paula.
On January 9, 2012, the Riverbank City Council voted to decline successor agency duties (Attachment 2). Following the Council action former Governor Jerry Brown appointed three members to serve as the Riverbank DLA: Paul Baxter, Wendell Naraghi and Walter Schmidt. The first DLA meeting was held in February 2012. The DLA has met on a fairly regular basis for the past seven years. The DLA members are supported by Kosmont Companies under contract to the California Department of Finance (DOF) and Riverbank City Staff. State DOF has been funding the staff costs since the DLA was formed due to the lack of a local funding source through property tax revenue.

Over the past seven years the DLA has sold the three properties owned by the former Agency – 3300 Atchison Street, 3324 Atchison Street and 6800 Third Street, filed the Recognized Obligation Payment Schedule (essentially the DLA annual budget) and authorized bond payments. But on February 14, 2019 DOF informed Kosmont Companies that it was not renewing the contract for administrative staff support for the Riverbank and Mendota DLA (Attachment 3). The current contract expires June 30, 2019 and it appears unlikely that DOF will change its position. Below is a short list of options to be considered.

Potential Alternatives:

1. Riverbank City Council elects to become Successor Agency
2. County Auditor Controller could make bond payments and assume some Successor Agency duties (there is a legal question regarding this option).
3. DLA Board continues with part-time City support

Future of Tax Increment Financing in California:

The legislator and governor have given cities some new tax increment finance tools in the form of Enhanced Infrastructure Finance District (EIFDs). SB 628 adopted in 2014 and AB 313 adopted in 2015 established EIFDs for the financing of public infrastructure including parks.

- Growth in property tax from participating agencies used to fund local / regional projects
- Term: 45 years from first bond issuance
- Eligibility: City, County, Special District (except school district) – create Infrastructure Financing District
- Approvals: No public vote to create district; 55% landowner or registered voter election for bonds
- Eligible Projects: Any property with useful life of 15+ years of communitywide significance
- District boundaries do not need to be contiguous

It is unlikely that the former style of redevelopment will return to California. EIFDs appear to be the best tool for financing eligible projects. In fact, Governor Newsom in his budget
message stressed improving the effectiveness of EIFDs, and pairing EIFDs with other financing tools.

**FINANCIAL IMPACT**

There is no financial impact associated with this presentation.

**ATTACHMENT**

1. Riverbank Redevelopment Agency project area map
2. Riverbank City Council Resolution No. 2012-004
3. Department of Finance Letter dated February 14, 2019
Figure 3
Existing Project Area and Adopted Sub-Area

EXISTING PROJECT AREA & SURVEY AREA
- Existing Project Area
- Survey Area
- Riverbank City Limit
CITY OF RIVERBANK

RESOLUTION NO. 2012-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK ELECTING NOT TO BECOME THE SUCCESSOR AGENCY FOR THE FORMER RIVERBANK REDEVELOPMENT AGENCY

WHEREAS, On June 29, 2011 the Governor of the State of California signed AB X1 26 (the “Dissolution Bill”) into law thus dissolving all redevelopment agencies in the State and AB X1 27 (the “Voluntary Alternative Redevelopment Program” Bill) providing for an alternative method for the redevelopment agencies to continue operations by making “continuation payments” to the State; and

WHEREAS, The California Redevelopment Association and the League of California Cities challenged the validity and constitutionality of these bills to the State of California Supreme Court; and

WHEREAS, On December 29, 2011 the State of California Supreme Court upheld the Dissolution Bill as constitutional and deemed the Voluntary Alternative Redevelopment Program bill as unconstitutional thereby dissolving all redevelopment agencies within the State; and

WHEREAS, effective February 1, 2012 the Riverbank Redevelopment Agency will be lawfully dissolved; and

WHEREAS, pursuant to the provisions of the Dissolution bill, the assets and liabilities of the Agency are to be transferred to a Successor Agency; and

WHEREAS, the successor agency is tasked with expeditiously winding down the affairs of the dissolved agency including the repayment of bonds, loans, and the execution of current contracts; and

WHEREAS, the City of Riverbank may elect to become the successor agency of the former Riverbank Redevelopment Agency and will be tasked with the above mentioned duties; and

WHEREAS, the City has thoroughly discussed its options and has elected not to become the successor agency of the former Riverbank Redevelopment Agency and will transfer any and all assets and liabilities of the agency to the successor agency.
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby elects not to become the successor agency of the former Riverbank Redevelopment Agency and agrees to perform all necessary duties in order to transfer the Agency's assets and liabilities to the successor agency.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of January, 2012; motioned by Councilmember Jesse James White, seconded by Councilmember Dotty Nygard, and upon roll call was carried by the following vote of 4-1:

AYES: Councilmembers: Nygard, Tucker, White, and Mayor Madueño
NAYS: Vice Mayor O'Brien
ABSENT: None
ABSTAIN: None

ATTEST:

\[Signature\]
Kafié Lemons
Interim City Clerk

APPROVED:

\[Signature\]
Virginia Madueño
Mayor

CERTIFICATION
I hereby certify the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Riverbank.

\[Signature\]
DEPUTY CITY CLERK
DATED 01/13/12
February 14, 2019

Mr. Larry Kosmont  
President, Kosmont Companies  
1601 N. Sepulveda Boulevard, #382  
Manhattan Beach, CA 90266

Dear Mr. Kosmont:

The Department of Finance (Finance) has determined it is in the best interest of the state, and of the Mendota and Riverbank Designated Local Authorities (DLAs), to not renew Finance’s contract with Kosmont Companies when it expires on June 30, 2019.

Finance executed this contract in the immediate aftermath of redevelopment agency dissolution, knowing the newly appointed DLA members would need significant professional guidance as they navigated the unknown complexities of the new dissolution process. Kosmont Companies performed that task well.

As the dissolution process begins its eighth year, we believe the Mendota and Riverbank DLAs have progressed to where they can independently procure the necessary administrative assistance for dissolution-related matters. This may be done through independent contracts with Kosmont Companies, through working with the cities of Mendota and Riverbank, or through other local options.

To ensure a smooth transition, Finance would like to have a conference call with the appropriate Kosmont Companies staff at your earliest convenience. This conversation will include the resources available to each DLA for administrative services, the possibility of placing one or both DLAs on a Last and Final Recognized Obligation Payment Schedule, and the status of each DLA’s debt service payments.

Thank you for your attention to this matter. Please direct any questions to Chris Hill, Principal Program Budget Analyst, at (916) 445-3274.

Sincerely,

ERIKA LI  
Program Budget Manager

cc: Mr. Mark Persico, Senior Consultant, Kosmont Companies  
Mr. Christopher J. Jicha, Senior Consultant, Kosmont Companies  
Mr. Craig Mellon, Chair, Designated Local Authority, City of Mendota  
Ms. Joy Otsuki, Counsel, Designated Local Authority, City of Mendota  
Mr. Paul Baxter, Treasurer, Designated Local Authority, City of Riverbank  
Mr. Wendell Naraghi, Chair, Designated Local Authority, City of Riverbank
RECOMMENDATION

Approve and/or amend and approve the City’s 2020-2025 Strategic Plan.

SUMMARY:

Staff was directed by Council to identify a new consultant to facilitate the development of a Strategic Plan to better position the City to prioritize the goals of the Council in a fiscally viable manner, aligning fiscal and human resources to achieve the agency’s short- and long-term goals. Regional Government Services was selected in January of 2019. RGS held a series of meetings with Council members, the City Manager, Department Managers, and then reviewed pertinent background materials including financial reports, meeting agendas, minutes and the City’s proposed Capital Investment Plan.

The background research culminated with a planning session held on February 25, 2019. The Study Session, which was open to the public, resulted in the development of a Mission Statement, a Vision Statement, a set of Core Values and eight Goals to guide the City’s future operations.

FINANCIAL IMPACT:

The Strategic Plan will be used to guide the development of the City’s 2019-2020 budget.

STRATEGIC PLAN:

The City Council identified eight Goals at its Strategic Planning Workshop with equal priority. They are:

1. Ensure Financial Stability
2. Improve Public Safety
3. Improve the City’s Historic Downtown
4. Improve Community Communication
5. Encourage Employee Development
6. Promote Economic Development through Manufacturing
7. Promote Sustainable Land Use Planning
8. Maintain a High Quality of Life

The Strategic Plan is meant to serve as a living and working document, which will be updated by Council and staff on a regular basis.

The 2020-2025 Strategic Plan captures the Goals, suggested programs, projects and initiatives suggested by Council and staff over the course of its development. The Goals that are included represent the highest priorities for City Council. Should other sources of revenue be identified, the City may revisit this Plan and adapt it as needed. For now, by limiting the City’s efforts to these key areas, the City of Riverbank will be better positioned to achieve its long-term vision and maintain its fiscal viability.

ATTACHMENTS:
1. Draft 2020-2025 Strategic Plan
Executive Summary

This document will serve as the City of Riverbank’s 2020-2025 Strategic Plan. Its purpose is to help the City prioritize its efforts, allocating both fiscal and human resources to achieve a shared Vision and Goals that also reflect community priorities and needs. The Plan is the result of a comprehensive review by Regional Government Services (RGS) of the City’s current operations and finances, interviews with staff members and discussions with City Council members.

RGS facilitated a planning session for the City Council and staff at a one-day meeting that was held Monday, February 25, 2019. The Study Session, which was open to the public, resulted in the development of a Mission Statement, a Vision Statement, a set of Core Values and eight Goals to guide the City’s future operations.

The Goals

The City Council identified eight Goals at its Strategic Planning Workshop with equal priority. They are:

1. Ensure Financial Stability
2. Improve Public Safety
3. Improve the City’s Historic Downtown
4. Improve Community Communication
5. Encourage Employee Development
6. Promote Economic Development through Manufacturing
7. Promote Sustainable Land Use Planning
8. Maintain a High Quality of Life
Implementation

The role of the City Council is to establish Goals based on community input and fiscal viability. The role of the City Manager is to develop Strategies to achieve those goals. City staff, under the direction of the City Manager, will develop specific tactics to implement the Council’s plan.

The Strategic Plan is meant to serve as a living and working document, which will be updated by Council and staff on a regular basis.

Conclusion

The 2020-2025 Strategic Plan captures the Goals, suggested programs, projects and initiatives suggested by Council and staff over the course of its development. The Goals that are included represent the highest priorities for City Council. Should other sources of revenue be identified, the City may revisit this Plan and adapt it as needed. For now, by limiting the City’s efforts to these key areas, the City of Riverbank will be better positioned to achieve its long-term vision and maintain its fiscal viability.
Mission, Vision and Core Values

The purpose of establishing the City’s Mission, Vision and Core Values is to clearly define why the City was incorporated; how the City Council envisions its future and what principles Council and Staff will adhere to as part of conducting its business.

Our Mission

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

Our Vision

The City of Riverbank is a regional leader in sustainable development offering a unique, culturally diverse, safe, and welcoming community with a thriving downtown, recreational opportunities for all ages and sustainable economy that supports our growing population.

Our Core Values

Integrity
Collaboration
Transparency
Diversity

Respect
Customer Service
Innovation
Responsiveness
Goals

Each Goal is intended to focus the City’s fiscal and human resources on areas of highest priority.

1. Ensure the City’s Continued Financial Stability

The City Council, management team and community acknowledge and value the City’s commitment to maintaining adequate reserves and working within a balanced budget. Strategies to support this Goal include:

- 1.1 Maintain sound, responsible fiscal policies regulating debt and establishing parameters for reserves.
  - 1.1.a. Maintain a minimum of 10% of the General Fund in reserves.
  - 1.1.b. Adhere to adopted policies and procedures.
  - 1.1.c. Continue to review and update Master Fee Schedules and Rate Schedules on regular basis.

- 1.2 Prioritize use of discretionary funds based on the 2020-2025 Strategic Plan Goals.

- 1.3 Continue to seek local, regional and federal grant opportunities to support City projects, programs and initiatives.

- 1.4 Explore options to reduce pension liabilities including retiring debt through bond(s) or other financial tools.

- 1.5 Provide transparency in all activities related to municipal finance and ensure that financial records are accurate, reliable and timely.

- 1.6 Explore options for service delivery mechanisms to reduce costs.
  - 1.6.a. Review contract options for Police Services.

1.6.c. Explore the use of renewable energy for City operations/vehicles.

2. Improve Public Safety

Public Safety continues to be a top priority for the City Council. In this context, Public Safety includes law enforcement, and the maintenance and improvement of infrastructure such as roadways and the water system. Strategies include the following:

2.1 Ensure adequate funding for appropriate levels of staffing for public safety personnel.

2.2 Support local and regional partnerships for mutual aid.

2.3 Continue to update emergency operations plan(s) and ensure appropriate staff training and engagement for implementation.

2.4 Support emergency preparedness throughout the community.

2.5 Maintain safe, well-lit streets and roads.

2.5.a. Complete the City’s Active Transportation Plan

2.5.b. Continue to support enhancements for Safe Routes to Schools.

2.6 Monitor treatment, storage and delivery systems to ensure safe, reliable delivery of water.

2.7 Explore use of technology to including cameras.
3. Improve Historic Downtown

Increasing retail opportunities - especially in the Downtown area - is a top priority for the City Council. The City needs to focus its efforts in areas with the highest likelihood of success. As such, Strategies to support this Goal include the following:

- 3.1 Work with Community Development to solicit feedback from businesses and developers on the permit approval and other processes and provide recommended solutions for consideration by the City Manager and/or City Council.

- 3.2 Support efforts that promote beautification of the physical environment.
  - 3.2.a. Support the efforts of Code Enforcement.
  - 3.2.b. Explore opportunities for façade improvement programs.
  - 3.3.c. Explore opportunities for lighting and landscaping enhancements.

- 3.3 Support sustainable programs to promote local businesses and/or improve the downtown area.
  - 3.4 Coordinate efforts with the Chamber of Commerce and regional economic interests to identify opportunities for development.

- 3.5 Explore opportunities for incubator businesses.

- 3.6 Support community events produced by local non-profit agencies.

- 3.7 Consider structural amenities to enhance the downtown experience.
  - 3.7.a Consider charging stations for electric vehicles.
  - 3.7.b Promote connectivity/mobility for multiple modes of transportation including bike and pedestrian access, and ADA compliance.
4. Improve Internal and External Communication

The Council believes communication with residents and the business community is essential to the long-range viability of the City. Strategies include the following:

- 4.1 Proactively communicate news about the City to residents, businesses and surrounding communities.
  - 4.1.a Continue to deliver the City’s newsletter to residents.
  - 4.1.b Develop and use new electronic billboard to share information.
  - 4.1.c Ensure appropriate linguistic translation of materials to engage the City’s Hispanic population.
  - 4.1.d. Explore opportunities to “live stream” City Council and other important meetings via the internet.
- 4.2 Use social media to disseminate positive news, milestones and accomplishments throughout the community.
- 4.3 Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation and non-profit agencies.
- 4.4 Coordinate efforts with the Chamber of Commerce.
- 4.5 Consider the appointment of a Youth Council.

5. Encourage Employee Development

City employees are fundamental to carrying out the Strategic Plan and ensuring that each Goal is achieved. The City reduced staffing over the past several years but continues to provide excellent customer service and fulfill the objectives of the Council’s policy direction. The purpose of this Goal is to ensure that the City continues to provide a positive work environment and is able to retain and attract high quality employees. Strategies include the following:
5.1 Develop and implement organization wide staff succession planning.

5.2 Develop and implement specialized customer service training across all departments.

5.3 Support employee training, enrichment and recognition, including team building opportunities.

5.4 Establish clear performance standards for the workforce and provide annual employee reviews.

5.5 Conduct a review of the City’s management tools, systems and resources including geographic information systems (GIS).
   - 5.5.a. Consider “shared” administration position(s) to support multiple departments.
   - 5.5.b. Review technological tools/software to ensure maximum efficiency.

5.6 Conduct a spatial analysis of staff work environments which considers workability, safety, ergonomics and potential expansion to accommodate future growth.

6. Promote Sustainable Development

The Goal of Promoting Sustainable Development reflects the City Council’s desire to plan for the long-term health of the City through thoughtful and careful planning. Strategies include the following:

6.1 Update the City’s General Plan and Zoning Code including:
   - 6.1.a. Housing Element Update
     - Consider exploring dual-use housing for farmworkers during growing season and homeless off-season.
   - 6.1.b. Inclusion of an Environmental Justice Element
6.1.c. Work with LAFCO to update the City’s Sphere of Influence

6.2 Complete/implement High Value Specific Plans including:

6.2.a. The Eastside Industrial Specific Plan
6.2.b. The River Walk Specific Plan
6.2.c. The Cannery Site
6.2.d. Follow North County Corridor project impacts on Riverbank

6.3 Develop Regional Storm Water Plan.
6.4 Continue to Develop Regional Waste Resources/Treatment Plant.


The Goal to Support Economic Development that Promotes Job-Housing Balance ensures that the City is committed to attracting new businesses to the community that will provide well-paying jobs for our residents. Strategies include the following:

6.1 Complete the Crossroads West Development.
6.2 Implement a permit streamlining to attract businesses to the City.
6.3 Focus efforts on manufacturing and development businesses.
6.4 Explore opportunities to hire an economic development manager.
6.5 Complete conveyance of Army property to the City.
6.6 Explore opportunities to expand the City’s incorporated boundaries.
8. Enhance Quality of Life

Riverbank’s unique character and exceptional quality of life were repeatedly mentioned during this process as a key strength of the community. Strategies to support the Goal this include the following:

- 8.1 Maintain and refresh the parks, trails and facilities to provide exceptional experiences.
  - 8.1.a. Explore opportunity for a dog park.
  - 8.1.b. Provide public restrooms, benches and other amenities in City parks.
  - 8.1.c. Develop recreational facilities such as an aquatic center.
  - 8.1.e. Promote Stanislaus River opportunities and activities.

- 8.2 Promote Community Partnerships
  - 8.2.a. Support Love Riverbank and other volunteer groups.
  - 8.2.b. Support public art opportunities.
  - 8.3.c. Support community-driven multi-cultural events.

- 8.3 Support environmental enhancements.
  - 8.3.a. Consider a sound wall on east side of BNSF tracks.
  - 8.3.b. Support efforts to improve air quality.
  - 8.3.c. Explore new materials and technology for roadway improvements and lighting.

- 8.4 Promote a healthy community.
8.4.a. Consider establishing a PAR course or other facilities to promote fitness.

8.4.b. Explore opportunities for community gardens.

8.5 Install electric charging stations.

8.6 Consider establishment of a youth commission.

8.7 Engage the community and non-profit partners in the development of programs and/or solutions for homeless services.

**Benchmarks**

Over the next five years staff will provide progress reports to the City Council and the community on the implementation of the Strategic Plan citing specific examples of fulfillment. Agenda items and staff reports will be tied to the achievements of attaining individual Goals.

**Summary and Recommendations**

Following the adoption of the Strategic Plan, individual Departmental Implementation Plans will be developed and incorporated into this Plan as tactics to support each Goal and Strategy, including ongoing engagement and communications with the public. It is recommended that the City Council review the 2020-2025 Strategic Plan annually at minimum to gauge progress toward achieving its goals.
Development of the Plan

Research

RGS, as part of this process, conducted a substantial amount of research. This research included a thorough review of the following:

- The City’s Annual Budget;
- The City’s current Strategic Plan;
- The City’s Capital Improvement Program;
- City Council Meetings (Agendas, Minutes and Broadcasts);
- News Articles, Prior Election Results and Other Materials;
- Demographic Data; and
- Economic Trends (Local and Regional).

City Council and Staff Interviews

Staff participation and input is critical to the implementation of a successful Strategic Plan. Individuals representing all departments were engaged in a series of interviews and were asked to identify the City’s strengths and weaknesses. Interviews were held via conference calls with the management team and key staff members from all City departments. We also spoke individually with the Mayor and Council members to discuss their goals for the Strategic Plan and learn more about their priorities for the City.

Council Study Session

The Riverbank City Council and staff attended a one-day Study Session on February 25, 2019. The purpose of the session was to identify areas of concern and address
appropriate priorities for the City moving forward. Discussion revolved around the following topics:

- What should the City’s main priorities be now and in the future?
- How can the City best address its fiscal challenges?
- How can the City increase public safety services?
- What types of housing and business development does Riverbank need to remain viable?
- What steps should be taken to improve the Downtown area?
RECOMMENDATION

It is recommended that the City Council receive a report from NHA Advisors who has prepared a CalPERS Pension Cost Update for the City of Riverbank.

SUMMARY

In order to begin to discuss options to mitigate the impacts on the City’s budget as a result of pension liabilities, the City contracted the services of NHA Advisors to prepare a study to evaluate future cost projections and alternative repayment and cost management strategies. Tonight’s presentation will provide an overview of the CalPERS systems, historical statistics, and a discussion on options available to decrease the impact of our pension system on the budget.

BACKGROUND

Full-time employees of the City are members of the California Public Employees Retirement System (CalPERS), which is a defined benefit pension plan. The financial woes of CalPERS have been widely discussed for some time. Both CalPERS and numerous financial experts agree that due to funding short falls in recent years, plan design changes had to be made. In 2013 California pension reform became law under Public Employees’ Pension Reform Act, which reduced pension benefits of newly hired employees. However, savings from the reform will take many years to be realized.

In order to deal with potential long-term budget impacts as a result of pension liabilities, the City is seeking to embark on a comprehensive plan to work with all of the City’s bargaining units to address this important issue. Prior to the Public Employee Pension Reform Act of 2013 (PEPRA), the City had already reduced the pension benefit formulas for Miscellaneous employees who were hired after April 2012. With the passage of PEPRA, the City implemented all the required pension reform measures, including...
lowering of pension formulas for all new employees. Pension reform for existing employees included the elimination of Employer Paid Member Contribution (EPMC). Combined, these actions represent a major collaboration between the City and its employees, bringing budgetary savings as employees now pay the full employee share of their CalPERS pension and additional long-term savings from the second and third-tier pension structure for new employees. These pension reform measures are significant achievements. However, the City and its employees still face major financial hurdles related to pensions.

Staff recommends that the City Council ask questions they may have and assist in making sure that the Council, employees, and the public have a thorough understanding of the difficult problem we face. Staff is requesting that the Council provide general direction on the various options presented in order to proceed with evaluating those options that are preferred.

**STRATEGIC PLAN**

On June 25, 2018, the City Council established a Three-Year Goal to “Achieve and Maintain Financial Stability and Sustainability”. This report addresses this matter.

**FINANCIAL IMPACT**

There is no financial impact associated with receiving this report.

**ATTACHMENT**

1. CalPERS Pension Cost Update
CALPERS PENSION COST UPDATE

NHA 2018/19 PENSION SUMMARY REPORT
“TRANSLATING THE 6/30/2017 PERS ACTUARIAL REPORT”

INCLUDING PLAN OVERVIEW, HISTORICAL STATISTICS, COST PROJECTIONS AND ALTERNATIVE REPAYMENT AND COST MANAGEMENT STRATEGIES
OBJECTIVE

As a financial consultant and municipal advisor to cities and other local government agencies throughout the State of California, NHA Advisors, LLC (“NHA”) works with many agencies to distill and translate the complex nature of the CalPERS (“PERS”) annual actuarial reports. NHA’s financial expertise provides a more comprehensive historical trend analysis, simplified education materials (for elected officials, City staff and community stakeholders), and alternative repayment and cost management strategies. The NHA Pension Summary Report is meant to provide an executive summary of key PERS pension information in order to assist the City with cash flow budgeting, future fiscal sustainability planning, and general education. Pension liabilities should be considered collectively with other long-term general fund obligations. NHA believes taking a comprehensive view of the entire general fund liabilities provides a better picture of future financial commitments.

EXECUTIVE SUMMARY

Rising pension costs are the most pressing financial issue facing California public agencies. The City’s annual CalPERS pension costs have risen from $385,000 (13% of payroll) to an estimated $713,000 (21% of payroll) from FYE 2014 to FYE 2020. These costs are approximately 4% of the City’s total (all funds) budget and 3% when only including the General Fund (General Fund allocable PERS costs as a percentage of the General Fund budget). While these costs are lower than most other cities, they do exclude any pension costs attributable to the contracted safety employees with the County. Increasing pension costs will reduce the ability for the City to fund other operations, capital projects and grow reserves.

Amortization of the City’s Unfunded Accrued Liability (UAL) is the most rapidly growing component of costs given that it has increased over 200% (from $1.8M → $6.1M) over the last 5 years. The overall payments for the General Fund portion of the pension cost are expected to grow from approximately $376,000 to more than $650,000 over the next seven years, range from $650,000 to $700,000 per year from FYE 2026 to FYE 2036, and then decrease through FYE 2048.

Additionally, there are various tools cities can use to address the fiscal challenge created by rising pension costs to provide greater financial and retirement security (see Alternative Repayment and Cost Management Strategies on Pages 6 through 8). NHA encourages PERS members approach all impacted stakeholders in a collaborative manner to ensure long-term sustainability of the system. We hope that this document can help educate all stakeholders in an effective and transparent way.

WHY ARE PENSION COSTS INCREASING SO RAPIDLY?

Several factors are resulting in increased employer and in some case employee contributions:

- The “Great Recession”: A primary reason for pension cost increases was the economic downturn in 2008 when PERS suffered negative returns with a gross impact of a 34.75% loss to the fund. More detail can be found on Page 3 related to historical investment performance.
• Lowering of Discount Rate: When PERS lowers its investment return target, also known as the “discount rate,” member agencies must increase contributions to make up the difference. PERS dropped the discount rate from 8.25% to 7.75% in 2003, down to 7.50% in 2014 and then to 7.00% in 2016. This last adjustment will be phased in over three years with member rates rising rapidly each year.

• Enhanced Pension Benefits: These benefit enhancements authorized by state law in 2000 for public safety employees and 2001 for all other public employees also included a retroactivity credit for years of service.

• Mortality Rates: People are living and drawing pensions longer, leading PERS to adjust assumptions for longer lifespans.

• Lower Active vs. Retired Ratios: There are fewer active employees for each retiree. In 2001, there were two active workers for each retiree. By 2016, that dropped to 1.3 and PERS projects that in 10–20 years there will be just 0.6 active workers per retiree. Fewer people paying into the system means higher contribution rates from local agencies and their employees. Page 3 depicts active/retired ratios for the City.

“CALPERS 101” – GLOSSARY OF TERMS

• Normal Cost (NC): Annual cost for current employees

• Unfunded Accrued Liability (UAL): Actuarial Liability minus Actuarial Value of Assets
  o “How much we currently have vs. how much we should have
  o UAL is amortized over 20 to 30 years

• Funded Ratio: Percentage of assets available today to pay the pension benefits promised to employees.

• Defined Benefit Plan (DBP): A type of pension plan in which an employer/sponsor promises a specified monthly benefit upon retirement that is predetermined by a formula based on the employee’s earnings history, tenure of service and age. The City’s PERS plans are DBPs.

• Actuarial Report: An actuarial valuation is a type of appraisal that makes economic and demographic assumptions to estimate future liabilities. The assumptions are typically based on a mix of statistical studies and experienced judgment.

• Discount Rate: Also known as the expected rate of return or the assumed rate of return. It is the estimated long-term average return expected to be earned on investments.

• PEPPRA - Public Employees’ Pension Reform Act of 2013: A pension reform bill that went into effect January 1, 2013. The bill impacts new public employees and establishes a limit on the amount of compensation that can be used to calculate a retirement benefit.

CITY OF RIVERBANK PENSION PLANS - OVERVIEW

The City currently has three active plans with CalPERS. The Miscellaneous First Tier Plan, Miscellaneous Second Tier Plan, and PEPPRA Miscellaneous Plan (collectively the “Miscellaneous Plans”) cover all non-safety employees. The City has a contract with the Stanislaus County Sheriff’s Department to provide law enforcement services and has no active employees under the City’s inactive Safety Plan. As shown in the table below, there are 55 active employees covered by the Miscellaneous Plans. About 24% of the active Miscellaneous Employees are subject to the new PEPPRA limitations, while the remaining active employees are covered under the classic (pre-PEPPRA) plans. The breakdown of active employees by benefit group and benefit formula is shown to the right.

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<th>Benefit Group</th>
<th># of Actives</th>
<th>Formula</th>
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<tbody>
<tr>
<td>Miscellaneous 1st Tier</td>
<td>32</td>
<td>2.0% @ 55</td>
</tr>
<tr>
<td>Miscellaneous 2nd Tier</td>
<td>10</td>
<td>2.0% @ 60</td>
</tr>
<tr>
<td>PEPPRA Miscellaneous</td>
<td>13</td>
<td>2.0% @ 62</td>
</tr>
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</table>

Source: 2018 CalPERS Actuarial Report (Pages 18 and 20)
The total number of employees covered under the City’s plans has grown 6%, from 174 to 184, over the last five years. About 84% of covered employees are covered by the Miscellaneous Plans, with the remaining 16% covered by the Safety Plans. In addition to the increasing level of overall members, the ratio of active vs. retired employees continues to fall, meaning fewer people are paying into the plans compared to those receiving benefits. The ratio has fallen from 100% to 90% for the Miscellaneous Plans as shown in the chart below.

**Member Statistics and Active to Retired Ratio**

<table>
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<tr>
<th>Date</th>
<th>Safety Plan Members</th>
<th>Miscellaneous Plan Members</th>
<th>Active to Retired Ratio (Misc)</th>
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<tr>
<td>6/30/13</td>
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<tr>
<td>6/30/17</td>
<td>29</td>
<td>155</td>
<td>90%</td>
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Source: CalPERS Actuarial Reports; Participant Data Section

**2018 INVESTMENT PERFORMANCE AND HISTORICAL RETURNS**

This was the second consecutive year in which PERS outperformed its target rate, earning 8.6% in FYE 2018 following a strong 11.2% return in FYE 2017. This is a positive trend coming off two down years that returned 0.6% (FYE 2016) and 2.4% (FYE 2015). The 5-year average return is currently 8.8%, 4.4% for the 10-year average return, 6.6% for the 20-year average return, and 8.4% for the 30-year average return. Moving forward, annual investment performance will continue to be a key driver to future increases and decreases in the UAL. These changes will be incorporated annually, with increases from lower than expected investment returns (or conversely, decreases if there are strong investment returns) amortized over a 20-year period.
The two charts below provided a breakdown of Normal and UAL costs for both of the City’s plans over the last seven (7) years, as well as the percentage of total payroll that those payments represent. Note that the Normal Cost component only includes the Employer share and does not include the Employee share, or any portion of the Employee share being picked up by the City. As shown, Miscellaneous Plan payments will have grown from $385,000 (13% of payroll) in FYE 2014 to $655,000 (19% of payroll) for FYE 2020. Similarly, Safety Plan’s UAL payments will have grown from $0 to $58,000 by FYE 2020.

The chart at the top of the next page depicts the City’s UAL and Funded Status for each plan annually from June 30, 2012 valuation date through June 30, 2017 valuation date. Overall, the City’s UAL has more than doubled during that time, increasing by $4.2M (from $1.8M to $6.1M). Funded ratios for the plans have dropped from 89.2% to 75.6% for Miscellaneous and from 96.8% to 73.9% for Safety. The key factors impacting the UAL fluctuations over this period include:

- **2013 → 2014:** Discount Rate lowered from 7.75% to 7.50%; PERS changed mortality assumptions (people living longer) and moved from an actuarial valuation of assets (“AVA”) to a market valuation of assets (“MVA”) which significantly increased the UAL
- **2014 → 2015:** Strong returns of 13.2% (2013) and 18.4% (2014) factor into a reduced UAL
- **2015 → 2016 → 2017:** Below average returns of 2.4% and 0.6%, combined with discount rate reduction from 7.50% to 7.00% (phased in over 3 years) factor into an increased UAL
- **2017 → 2018:** Above average returns of 11.2% factor into a reduced UAL

Based on the 8.6% returns for FYE 2018, we expect the City’s UAL to decrease slightly. However, it will likely be off-set by the final year of the phased discount reduction from 7.25% to 7.00%, which will drive the UAL higher.

**Sensitivity Analysis:** Based on the PERS report, if the discount rate is lowered to 6.0% (or long-term investment returns equal 6.0%), the City’s UAL would increase an additional 68%, or $4.1 million.
The chart below depicts cost projections for the next 30-years and is primarily based on the UAL and Normal Cost figures shown in the latest 2018 PERS actuarial report. For the Normal Cost, we have matched the growth that is presented in the PERS report for the next 5-years (3% payroll growth), but have assumed no growth thereafter given that these costs will be dependent on future employee turnover, which is difficult to predict (costs for classic employees will increase with payroll increases, but off-set by lower costs for new PEPRA employees). As shown below, annual costs are rapidly increasing from $608,000 in FYE 2018 to $1.04M by FYE 2025. The orange box below highlights that, on a cumulative basis, there are $1.7M of increased PERS required payments above 2018 levels over the next 7 years.
**Why Is My Payment Schedule Increasing So Rapidly?** – The City’s UAL is comprised of several components (called “bases”), each of which has a different time period for repayment. This schedule is shown on Page 9 of the 2018 PERS actuarial reports. When viewed in totality, a large portion of the bases and applicable UAL are being amortized over the next 18-20 years. Additionally, most of the recent increases are being amortized on a “step-up” schedule, meaning that the increases are phased in over the first five (5) years before plateauing at the full 100% required payment. This exacerbates the “increasing” repayment shape in the near term. Given that some of the City’s largest amortization bases are paid off over the next 18-20 years, the City will see a drop off in payments in FYE 2038 (this of course assumes no major changes to the UAL moving forward).

**What Costs are Attributable to Only the General Fund and How Much of the Total Budget is That?** – The chart below estimates projected PERS costs that are attributable to the City’s General Fund. Based on a 40% allocation of Miscellaneous Plan costs to the City’s utility and other funds, the remaining 60% of this Plan’s costs are included in the chart below. While the City has no outstanding general fund debt, rising PERS costs are projected to put pressure on the City’s budget, with PERS costs representing approximately 5% of the City’s overall budget for the next 5 years.

**ALTERNATIVE REPAYMENT AND COST MANAGEMENT STRATEGIES**

While there is no “magic bullet” to solve the issue of rising pension costs, there are several strategies that municipalities have undertaken to better manage these costs and/or create alternative repayment schedules. The information presented on the next page provides a quick summary of each. Aside from these five (5) pension specific strategies outlined, the City can also evaluate other internal cost cutting/budgetary measures. NHA can provide a more precise analysis if the City is interested in learning more about any of the five strategies shown below and the cost/benefits of each.
1. **Pre-Pay UAL at Beginning of Fiscal Year**: Instead of making monthly payments, the City can prepay its annual UAL payment and receive a 3.5% discount (half the discount rate) on the required amount. This prepayment is often made from cash reserves or from the proceeds of a Tax and Revenue Anticipation Note (TRAN).

   **FYE 2020 Estimated Savings**: Based on a total required UAL contribution of $402,000 for FYE 2020, the City of Riverbank would save $14,000 by executing a pre-payment strategy by July 31st of 2019.

2. **Exit CalPERS**: Many cities have expressed interest in leaving PERS. Unfortunately, this option is extremely cost prohibitive given that PERS uses a “risk-free” rate of return to calculate this payment (see Hypothetical Termination Liability section in PERS report). Hypothetical rates of return of 3.00% and 1.75% were used in the most recent actuarial report, translating to an estimated termination payment somewhere between $43 million and $49 million, respectively.

3. **Fresh-Start**: The City can use the fresh start option that PERS provides to shorten the amortization period and create a more linear payment structure. The UAL remains the same and is amortized at the same discount rate, so there is no present value savings to the modified structure. A shorter fresh-start time horizon will increase payments in the near term even further, but will reduce the overall cumulative payments since there would be less interest being paid over time. Assuming a 20-year fresh-start for the Miscellaneous Plans and 20-year for the Safety Plans (see page 11 of the PERS reports), the annual cash flow savings over the first 20 years is negative (≈22% increase), with no payments beyond year 20, which is where the cash flow savings are realized. While the City’s annual payments will be higher initially, the net impact is about $330,000 in reduced payments over the next 30 years.

4. **Use Cash to Increase Contributions**: The City can use cash reserves to make additional contributions in one of two ways. It can directly pay off a portion of the amortization bases with PERS or it can set up a separate Section 115 trust that is managed by a separate entity, such as Public Agency Retirement Services (PARS).
For a direct pay down, the City can choose any amortization base within either of its plans and will get credit at the discount rate of 7.0%, thereby eliminating the future payments associated with that amortization base that is paid off. It is important to note that the longer (maturity) the amortization base is, the more cumulative cash flow savings there is, but less on an annual basis. Conversely, a shorter amortize base paid off translates into more annual savings, but less on a cumulative basis. As an example, the table to the right depicts the future payment reductions from a $500,000 pay-down, both for a 10-year base and a 20-year base.

A Section 115 Trust is a separate account managed by a third party, not PERS, but can only be used to fund pension and OPEB costs. The key benefit of this trust is flexibility, meaning that the City can elect when and how it would like to utilize the funds. The funds can be invested in a variety of ways, with varying investment objectives available based on the City’s desired risk tolerance. Funds can be left in the account to grow over time, can be used to make additional contributions directly to PERS, or can be used to make the City’s required annual PERS payments during challenging budgetary years.

5. Borrow Money to Pay Portion of UAL: Some cities have borrowed money (either internally from other funds, or publicly from investors through a Pension Obligation Bond (POB) issuance) to pay down a portion of their UAL and replace those PERS payments with new payments at a lower interest rate. It is important to note that any prepayment of UAL is not without risks, most notably, reinvestment/market timing risk in this instance. The rule of thumb is that a borrowing will produce positive present value (“PV”) savings if the investment earnings earned by PERS is greater than the rate paid on the new borrowing. The ability to restructure (“smooth-out”) the overall payment shape to enhance budget predictability is, in our view, a more important consideration than trying to create PV savings through arbitrage. Recently, there have been cities in California who have executed both of these strategies in order to restructure their payments and reduce and/or eliminate their UAL.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>20-Year Amortization Base</th>
<th>10-Year Amortization Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>37,356</td>
<td>61,963</td>
</tr>
<tr>
<td>2021</td>
<td>38,337</td>
<td>63,589</td>
</tr>
<tr>
<td>2022</td>
<td>39,343</td>
<td>65,259</td>
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<tr>
<td>2023</td>
<td>40,376</td>
<td>66,972</td>
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<tr>
<td>2024</td>
<td>41,436</td>
<td>68,730</td>
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<tr>
<td>2025</td>
<td>42,523</td>
<td>70,534</td>
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<tr>
<td>2026</td>
<td>43,640</td>
<td>72,385</td>
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<tr>
<td>2027</td>
<td>44,785</td>
<td>74,286</td>
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<tr>
<td>2028</td>
<td>45,961</td>
<td>76,236</td>
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<td>2029</td>
<td>47,167</td>
<td>78,237</td>
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<tr>
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<td>-</td>
</tr>
<tr>
<td>2039</td>
<td>61,118</td>
<td>-</td>
</tr>
</tbody>
</table>

| Reduced Payments | 966,348 | 698,190 |
| Initial Deposit  | (500,000) | (500,000) |
| Net Savings      | 466,348 | 198,190 |

Note: New POB/loan payments are solely estimates; graphic is meant to visually depict the strategy of “payment smoothing”

OTHER RESOURCES
- League of California Cities: [https://www.cacities.org/](https://www.cacities.org/)
  - Pension: [https://www.cacities.org/Policy-Advocacy/Hot-Issues/Retirement-System-Sustainability](https://www.cacities.org/Policy-Advocacy/Hot-Issues/Retirement-System-Sustainability)
- CalPERS: [https://www.calpers.ca.gov/](https://www.calpers.ca.gov/)
  - List of Actuaries: [https://www.calpers.ca.gov/docs/opeb-actuaries.pdf](https://www.calpers.ca.gov/docs/opeb-actuaries.pdf)

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RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: March 12, 2019
Subject: 2019 Cheese & Wine Festival Workshop
From: Sean Scully, City Manager
Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council provide ideas and suggestions for the upcoming 2019 Cheese & Wine Festival.

SUMMARY

On February 12, 2019, The City Council awarded the bid for the 2019 Cheese & Wine Festival Coordination to Chris Ricci Presents, Inc. During this meeting, it was suggested that Chris Ricci attend a future City Council meeting to discuss ideas for the Festival and listen to some ideas or suggestions that the City Council may have.

BACKGROUND

Chris Ricci Presents, Inc. has been the promoter for the Cheese & Wine Festival for the past 5 years. Chris works closely with the City Parks and Recreation Department to administer the Festival. The Festival has been safe, well attended, financially stable and enjoyed by the community.

Chris Ricci will give a brief overview of the successes and challenges with the Festival over the past years and listen to ideas and suggestions for this year’s Festival.

FINANCIAL IMPACT:

There is no financial impact with this report.

STRATEGIC PLAN

This item supports our Mission Statement of The City of Riverbank is committed to providing exceptional municipal services in a fiscally sound and professionally responsible manner for our community.
ATTACHMENTS:

There are no attachments to this report.
RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date: March 12, 2019

Subject: Acceptance of the Patterson Road Sidewalk Project and Authorization to File a Notice of Completion

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager
Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Patterson Road Sidewalk Project and authorize staff to file a Notice of Completion.

SUMMARY:

Ross F. Carroll, Inc. has completed the construction of the Patterson Road Sidewalk Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on September 25, 2018 to Ross F. Carroll, Inc. in the amount of $147,301.00. Six contract change orders were issued for this project in the amount of $4,600.41.

It is recommended that the Council accept the Patterson Road Sidewalk Project as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

The total cost of construction is $151,901.41. The total project was completed within budget which was covered Congestion Mitigation Air Quality grant (CMAQ) $118,228.00 and Local Transportation Funds (LTF) $33,673.41.

ATTACHMENTS:

1. Notice of Completion
2. Site Map
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

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

4. The nature of the title of the undersigned is:
   - [X] 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/A

7. A work of improvement on the property described below was completed on March 12, 2019
   (Date of Completion)
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”) Ross F. Carroll, 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 installation of concrete sidewalks, concrete curb, concrete gutter, concrete driveways, concrete retaining walls, concrete ADA ramps, fence relocation, minor grading and demo.

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:

Patterson Road Sidewalk Project

(See forth description of items covered for identification. Using legal description if possible)

10. The street address of the said property is Patterson Road in Riverbank, CA 95367

(As near, City, State, Zip, or if No Official Street Address, Insert the Road "none")

Dated this 12th day of March, 2019

City of Riverbank
Laura Graybill, Project Coordinator

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 12th day of March, 2019

City of Riverbank
Laura Graybill, 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 that 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).