

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 — Luis Uribe

District 2 — Cindy Fosi

Vice Mayor, District 3 — John Pimentel

District 4 — Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

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



MARCH 10, 2026 — 6:00 PM

(THE AGENDA PACKET IS ONLINE AT [HTTPS://RIVERBANKCA.PORTAL.CIVICCLERK.COM/](https://riverbankca.portal.civicclerk.com/))

1. **CALL TO ORDER**

2. **FLAG SALUTE**

3. **INVOCATION**

4. **ROLL CALL**

5. **AGENDA CHANGES**

6. **CONFLICT OF INTEREST**

Any Council/Authority Member who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time. Pursuant to Government Code Section 84308 (Levine Act), any Council /Authority Member who has received a contribution of \$500 or more within the preceding 12 months from a party, participant, or their agent related to an item on the agenda must disclose that contribution on the record prior to participation in the discussion or decision on the item and may be required to recuse themselves, as applicable.

7. **PRESENTATIONS (Informational only)**

Item 7.1. Proclamation-Government Finance Professionals Appreciation Week

Item 7.2. Proclamation - Women's History Month Recognizing the Riverbank High School Cheer Team and Certificates of Recognition for Cheer Coaches

Item 7.3. Strategic Plan Progress Report

8. **PUBLIC COMMENTS (No action can be taken)**

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

person. Under State law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

IN PERSON COMMENTS: Please fill out a Comment Card and return it to the City Clerk.

9. CONSENT CALENDAR (No obligation to read aloud)

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

Item 9.1. Waiver of Readings

Item 9.2. Approval of the City Council and Local Redevelopment Authority Meeting Minutes of February 24, 2026.

Item 9.3. Resolution to Award Bid for the Palmer Avenue Sidewalk Project to United Pavement Maintenance, Inc. and Authorize Execution of Future Change Orders

Item 9.4. Resolution Approving a Reimbursement Agreement for Eligible 12-Inch Water Main Improvements for the Countryside III Subdivision in a Not-To-Exceed Amount of \$260,120 Based on Actual Construction Costs and authorizing the City Manager to Execute the Agreement

10. COMMENTS/REPORTS

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

Item 10.1. Staff

Item 10.2. Council/Authority Member

Item 10.3. Mayor/ Chair

11. CLOSED SESSION (No items scheduled)

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

Item 11.1. LIABILITY CLAIMS

(Pursuant to Govt. Code § 54961)

Claimant: Daymon Mayfield

Agency Claimed Against: City of Riverbank

Item 11.2. LIABILITY CLAIMS

(Pursuant to Govt. Code § 54961)

Claimant: DT California, LLC dba Aeriz
Agency Claimed Against: City of Riverbank

Item 11.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

12. REPORT FROM CLOSED SESSION

Item 12.1. Report from Closed Session Item 11.1

LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: Daymon Mayfield
Agency Claimed Against: City of Riverbank

Item 12.2. Report from Closed Session Item 11.2

LIABILITY CLAIMS
(Pursuant to Govt. Code § 54961)
Claimant: DT California, LLC dba Aeriz
Agency Claimed Against: City of Riverbank

Item 12.3. Report from Closed Session Item 11.3

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.
Posted this 5th Day of March, 2026

/s/ Gabriela Hernandez, CMC, City Clerk



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals

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

with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

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



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

STEP 1/PASO 1



Scan QR Code

Escanea el código

STEP 2/PASO 2



Choose Spanish Language

Escoja el idioma Español

STEP 3/PASO 3



Read Captions on Device
Use Headset for Audio

Lea subtítulos en su aparato
Use auriculares para audio

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

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

PUBLIC "LIVE" VIEWING

- Government Channels: Charter — 2 and AT&T U-VERSE — 99
- YouTube Live — City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter.

Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 p.m., please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

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

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

Teleconference Phone Number: (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM

while making oral comments, please immediately call the teleconference phone number **(209) 863-7151** so that Council may receive your comments. Council will be waiting for your call.
Thank you.

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/89443415826>

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

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

Learn about using ZOOM - Visit <https://zoom.us/j/> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.1.

SECTION : PRESENTATIONS

Meeting Date:	3/10/2026
Subject:	Proclamation-Government Finance Professionals Appreciation Week
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Assistant City Manager Beckie Robbins, Assistant Finance Director

RECOMMENDATION

It is recommended that City Council read and present the proclamation for California Society of Municipal Finance Officers (CSMFO) to the Riverbank Finance Department.

SUMMARY

CSMFO has designated the last week of March as Government Finance Professionals Appreciation Week. The City of Riverbank recognizes the important work of its finance department staff, including account clerks, accounting technicians, accountants, and other financial professionals—who ensure the responsible management of public funds. These professionals play a vital role working behind the scenes in supporting the safety, health, and welfare of the community by maintaining accurate financial records, preparing budgets, monitoring expenditures, and ensuring compliance with local, state, and federal financial regulations.

The proclamation included with this agenda item affirms the City's appreciation for the finance team and underscores our commitment to transparency, accountability, and responsible financial stewardship.

STRATEGIC PLAN

This item is not applicable to the Strategic Plan.

BACKGROUND

The California Society of Municipal Finance Officers (CSMFO) is the statewide professional organization supporting excellence in local government financial management. Each year, CSMFO encourages agencies across California to recognize Government Finance Professionals Week to highlight the essential contributions of local finance staff.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK

Proclamation

GOVERNMENT FINANCE PROFESSIONALS APPRECIATION WEEK – LAST WEEK OF MARCH

WHEREAS the California Society of Municipal Finance Officers (CSMFO) promotes excellence in financial management for California’s local governments; and

WHEREAS government finance professionals ensure transparency, accountability, and responsible stewardship of public funds in service to their communities; and

WHEREAS finance professionals for the City of Riverbank play a vital role in managing municipal budgets; administering business licensing and utility rate programs; overseeing collections, payroll, and accounts payable; ensuring compliance with state and federal laws; maintaining accurate financial reporting in accordance with governmental accounting standards; managing enterprise funds; and supporting the City’s long-term financial sustainability, often working behind the scenes with little recognition; and

WHEREAS California’s financial landscape – shaped by Proposition 13, Proposition 218, the Gann Appropriations Limit, CalPERS pension obligations, and fluctuating economic conditions – requires expert analysis and sound financial leadership at the local level; and

WHEREAS finance professionals for the City of Riverbank work diligently to provide accurate and timely financial information that enables informed policy decisions by the City Council and ensures the continued delivery of essential public services to the Riverbank community; and

WHEREAS several finance professionals for the City of Riverbank serve in highly visible, public-facing roles and regularly interact with Riverbank residents by providing assistance by telephone and in person at the public counters within City Hall, representing the city with professionalism and courtesy; and

WHEREAS in recognition of Government Finance Professionals Week, the City of Riverbank wants to recognize and honor its Finance Department for its commitment to responsible stewardship of public funds and for its vital role in supporting City operations and improving the quality of life for Riverbank residents.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Riverbank hereby proclaims the last week of March in 2026, and annually thereafter, be known as Government Finance Professionals Appreciation Week in the City of Riverbank.

March 10, 2026

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL
District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call,
Vice Mayor District 3 – John Pimentel, Mayor Rachel Hernandez

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.2.

SECTION : PRESENTATIONS

Meeting Date:	3/10/2026
Subject:	Proclamation - Women's History Month Recognizing the Riverbank High School Cheer Team and Certificates of Recognition for Cheer Coaches
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant-Confidential

RECOMMENDATION

It is recommended that the City Council read and present a Proclamation for Women's History Month to Riverbank High Schools Cheer Team and present certificates to the Head Coach Cassidy Daniel and Assistant Coaches Jenna Flory and Haley Burleson.

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.

STRATEGIC PLAN

Though this item does not apply to the Strategic Plan, it is important to recognize and celebrate Women's History Month.

BACKGROUND

Coach Cassidy Daniel has proudly served as Head Coach of the Bruin Cheerleaders for the past two years, leading the program with passion, discipline, and a strong competitive vision. In addition to her role with the Bruins, she also coaches the local Central Valley Outlaws JV team, expanding her leadership and training experience across multiple programs. Throughout her coaching career, Cassidy has earned a Regional Grand Champion title and has celebrated four National Championship victories.

Assistant Coach Jenna Flory brings specialized expertise in tumbling and stunting, playing a key role in developing the team's technical skills and performance precision. With a strong background in competitive cheer, she has earned three National Championship titles, giving her firsthand experience in what it takes to compete.

Assistant Coach Haley Burleson also contributes extensive experience and dedication to the program. Also a teacher at RHS she brings a lot of trust and comfort to the team. Haley coaches the Riverbank Cheer Elite team with the other coaches as well.

Together, this coaching staff's combined leadership, championship experience, and technical knowledge create a strong foundation for the Bruin Cheerleaders. Their diverse backgrounds allow them to develop athletes' skills, build confidence, promote teamwork, and prepare the team to perform at an elite level. With proven success at regional and national competitions, their experience directly contributes to the team's growth, discipline, and continued success.

Varsity Team

Aaliyah Phillips
Aaliyah White
Airiam Olivias
Amy Ruiz Zamora
Aundreah Vigil
Camilla Navarro
Dani Azpeitia
Dayana Hernandez
Elianna Combacho
Evelyn Aguilar
Marylin Flores
Mia Robinson
Mia Urrea
Nataly Insurriaga
Nathalie Nieblas
Pricila Yepez
Rylee Martin
Sariah DeWitt
Sophia Bonauro
Valeria Valenzuela
Vanessa Garcia

Junior Varsity Team

Abrie Cano
Alexandra Echevarria
Amelia Aguirre
Brylee Redmon
Dana Serrato
Eliana Villanueva
Gabriela Aldaz
Giselle Rios
Kaitlyn Rios
Karen Klingbeil
Kaylee Chagoya
Kinsley Flowers
Melany Becerra
Melba Becerra
Melisa Zepeda-Garcia
Miranda Medina
Monica Torres
Nayeli Heredia
Savannah Andujo
Yazmin Dominguez
Yoselin Velazquez

FINANCIAL IMPACT

No financial impact associated with this Proclamation.

ATTACHMENTS

1. Proclamation - Women's History Month
2. Certificate of Recognition Coach Cassidy Daniel
3. Certificate of Recognition Assistant Coach Jenna Flory
4. Certificate of Recognition Assistant Coach Haley Burleson



CITY OF RIVERBANK

Proclamation

WOMEN'S HISTORY MONTH MARCH 2026

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 2026 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 10, 2026

Rachel Hernandez
Mayor

RIVERBANK CITY COUNCIL
District 1, Luis Uribe- District 2, Cindy Fosi- District 4, Stacy Call
Vice Mayor, District 3, John Pimentel – Mayor, Rachel Hernandez



Certificate of Recognition

Presented to

Cassidy Daniel

Head Coach

Through your commitment, discipline, and passion for excellence, you have cultivated not only athletic skill and performance strength, but also confidence, teamwork, perseverance, and character in each athlete you have guided. Your ability to inspire, motivate, and lead by example has created a positive and empowering environment where athletes strive to reach their highest potential. Because of your dedication, athletes have grown stronger, not only as performers, but as leaders and individuals.

March 10, 2026

Rachel Hernandez
Mayor

Riverbank City Council
District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call
Vice Mayor, District 3 – John Pimentel, Mayor – Rachel Hernandez



Certificate of Recognition

Presented to

Jenna Flory

Assistant Coach

Through your commitment, discipline, and passion for excellence, you have cultivated not only athletic skill and performance strength, but also confidence, teamwork, perseverance, and character in each athlete you have guided. Your ability to inspire, motivate, and lead by example has created a positive and empowering environment where athletes strive to reach their highest potential. Because of your dedication, athletes have grown stronger, not only as performers, but as leaders and individuals.

March 10, 2026

Rachel Hernandez
Mayor

Riverbank City Council

**District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call
Vice Mayor, District 3 – John Pimentel, Mayor – Rachel Hernandez**



Certificate of Recognition

Presented to

Haley Burlison

Assistant Coach

Through your commitment, discipline, and passion for excellence, you have cultivated not only athletic skill and performance strength, but also confidence, teamwork, perseverance, and character in each athlete you have guided. Your ability to inspire, motivate, and lead by example has created a positive and empowering environment where athletes strive to reach their highest potential. Because of your dedication, athletes have grown stronger, not only as performers, but as leaders and individuals.

March 10, 2026

Rachel Hernandez
Mayor

Riverbank City Council

**District 1 – Luis Uribe, District 2 – Cindy Fosi, District 4 – Stacy Call
Vice Mayor, District 3 – John Pimentel, Mayor – Rachel Hernandez**

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 7.3.

SECTION : PRESENTATIONS

Meeting Date:	3/10/2026
Subject:	Strategic Plan Progress Report
From:	Marisela H. Garcia, City Manager
Submitted by:	Marisela Garcia, City Manager

RECOMMENDATION

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

SUMMARY

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

STRATEGIC PLAN

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

BACKGROUND

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

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

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

FINANCIAL IMPACT

There is no financial impact associated with this progress report.

ATTACHMENTS

1. March 2026 Strategic Plan Progress Report

GOAL: ENHANCE CITY FACILITIES/ORGANIZATION	
Strategy	Status
<p>Research available funding or issue RFP for a new City Hall facility.</p> <p><i>*New offices for Development Services Administration Department and evaluate Corporation Yard to accommodate in-house engineering staff.</i></p>	<p>Approved Lease for additional office space at 3313 Santa Fe Street – City Hall East</p> <p>On-going conversations regarding the potential purchase of the former Del Rio Theater site.</p>
Evaluate underutilized properties for new city/recreational facilities.	
Obtain costs to improve CNG Maintenance Building Office.	This project will no longer move forward based on the leasing of office space for Development Services.
Establish hiring and staffing policies, including a Classification & Compensation Study.	Classification and Compensation Study near completion.
Explore potential impact of adopting a Charter vs. General Law City Status.	

GOAL: IMPROVE PUBLIC COMMUNICATIONS	
Strategy	Status
Create a Public Information Officer position to improve public communication.	In progress. Part of the Class & Comp Study.
Hire a Deputy City Clerk to help with boards/committees’ oversight and accessibility to City Council.	Salary range evaluation part of the Class & Comp Study.
Develop a formal communications plan to include social media policies, translation services, and public access to information.	Contract awarded to JPW Communications, Inc. at the January 27 th meeting.
Hold town halls and public engagement events.	
Increase social media presence and outreach.	On-going.
Develop process to address public comments and concerns.	To be evaluated as part of the Communications Plan.

GOAL: SUPPORT PUBLIC SAFETY	
<i>Strategy</i>	<i>Status</i>
Increase code enforcement and deputy staffing through grant funding.	
Implement code enforcement for vacant buildings.	Staff working on fee proposal for Council consideration.
Widen roads and improve intersections for safety.	
Pursue grant funding for more cameras.	
Install lighting and traffic control measures at key locations.	
Parks and Recreation Annual Maintenance Plan.	
SCFPD Collaboration on North County Corridor closures	In progress. Staff attending weekly project status meetings.
Develop a volunteer park ambassador program.	

GOAL: FOSTER ATTAINABLE HOUSING	
<i>Strategy</i>	<i>Status</i>
Use tax sharing increases for city-wide inclusionary housing programs.	
Work with builders for attainable housing options.	Meeting with Stanislaus Equity Partners to discuss future partnership opportunities. Explore options to partner with Central Valley Attainable Housing.
Advance Phase 2 of transitional housing at Sierra House.	
Update Nexus Fee Study for infill development incentives.	REAP Grant Agreement approved by Council on 10/14/2025 to update Study.
Issue Request for Proposals for a General Plan Update and Sphere of Influence expansion.	
Allocate General Funds to subsidize Affordable Housing.	

Updates since the October 2025 Progress Report highlighted in Yellow

Make our City Grants more accessible to our residents.

GOAL: SUPPORT DOWNTOWN REVITALIZATION AND ECONOMIC DEVELOPMENT

<i>Strategy</i>	<i>Status</i>
Revitalize downtown and encourage small business growth.	
Update ordinance for vacant buildings and incentivize re-use.	After evaluation, update is not necessary. Adoption of fee to be proposed to Council.
Advance East Riverbank commercial development and establish industrial parks.	
Establish strategic partnerships and staffing for economic development.	Reviewing and amending agreement with Opportunity Stanislaus.
Launch revitalization loan program with partner banks.	
Tax Agreement based on business size.	
Host additional city festivals and events.	
Provide child care facilities incentive.	Currently available via Stanislaus 2030.

GOAL: INFRASTRUCTURE

<i>Strategy</i>	<i>Status</i>
Conduct feasibility study for the Wastewater Treatment Plant and water reuse options	In Progress. Council awarded contract to Black Water Consulting.
Modernize recreation facilities and improve American with Disabilities Access	
Expand non-motorized transportation options	
Plan for Wi-Fi and charging station infrastructure	
Fundraise for sports complex expansion and accessibility upgrades	
Environmental Justice Plan	

Updates since the October 2025 Progress Report highlighted in Yellow

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

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

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.1.

SECTION : CONSENT CALENDAR

Meeting Date:	3/10/2026
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

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

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record. The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

STRATEGIC PLAN

Waiver of reading supports the City's 2025–2030 Strategic Plan by promoting efficient and transparent decision-making.

BACKGROUND

The full readings are being waived to allow the City Council/LRA Board to introduce and consider the items in a timely and efficient manner. The items have been provided to the City Council/LRA Board in advance of the meeting for review.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

None

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.2.

SECTION : CONSENT CALENDAR

Meeting Date:	3/10/2026
Subject:	Approval of the City Council and Local Redevelopment Authority Meeting Minutes of February 24, 2026.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of February 24, 2026.

SUMMARY

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

STRATEGIC PLAN

Preparation and approval of the meeting minutes align with the City's 2025–2030 Strategic Plan core values of transparency and accountability.

BACKGROUND

The meeting minutes provide an official record of the actions taken and discussions held during the City Council Meetings. Staff prepares the minutes in accordance with applicable laws and established procedures, and they are presented for review and approval to ensure accuracy and transparency.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

1. MINUTES_CC-LRA_02-24-2026

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 — Luis Uribe

District 2 — Cindy Fosi

Vice Mayor, District 3 — John Pimentel

District 4 — Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

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



TUESDAY, FEBRUARY 24, 2026 — 6:00 PM

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

1. **CALL TO ORDER**

Mayor / Chair Hernandez called the meeting to order at 6:00pm.

2. **FLAG SALUTE**

Vice Mayor Pimentel led the pledge of allegiance.

3. **INVOCATION**

Reverend Randy Richardson provided the Invocation.

4. **ROLL CALL**

City Clerk Hernandez conducted Roll Call.

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

Council Member / Authority Member District 1 Luis Uribe

Council Member / Authority Member District 2 Cindy Fosi

Council Member / Authority Member District 4 Stacy Call

Vice Mayor / Vice Chair District 3 John Pimentel

Mayor / Chair Rachel Hernandez

5. **AGENDA CHANGES**

No Agenda Changes.

6. **CONFLICT OF INTEREST**

None.

7. **PRESENTATIONS**

Item 7.1. Presentation- StanCOG Regional Transportation Plan (RTP)

Michael Schmitt, Consultant with Kimley Horn, gave a PowerPoint Presentation on the StanCOG Regional Transportation Plan. Provided survey for the Community.

Item 7.2. Presentation - Love Our Neighbor Program by Love Stanislaus County

Gaby Hernandez, Director of Love our Neighbor, gave a PowerPoint Presentation on the Love Our Neighbor Program by Love Stanislaus County.

8. PUBLIC COMMENTS

Mayor Hernandez opened the Public Comment Period at 6:28 P.M.

Alexis Chavez, Representative for Senator Marie Alvarado-Gil, to provide a legislative update and upcoming events.

Mayor Hernandez Closed the Public Comment Period at 6:31 P.M.

9. CONSENT CALENDAR

Item 9.1. Waiver of Readings

Item 9.2. Approval of the City Council and Local Redevelopment Authority Board Minutes for February 10, 2026

Item 9.3. Resolution to Award Bid for the Pedestrian Access on Roselle Ave Over the MID Canal Project to United Pavement Maintenance, Inc., and Authorize Execution of Future Change Orders

Resolution 2026-013

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

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

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

10. PUBLIC HEARING

Item 10.1. Resolution Approving the LRA Mid-Year Budget Adjustments 2025-2026

Local Redevelopment Authority Director, Bridgewater, gave a comprehensive staff report and PowerPoint presentation on the LRA Mid-Year Budget Adjustments for the 2025-2026 fiscal year.

LRA Board discussed item with staff.

Mayor Hernandez opened public comment at 6:34 P.M.

Mayor Hernandez closed public comment at 6:34 P.M.

There being no further public comment Chair Hernandez brought the item back to the LRA Board.

ACTION: By motion moved and seconded (Fosi / Uribe 5/0) approve **LRA Resolution 2026-001** approving the LRA Mid-Year Budget Adjustments for Fiscal Year 2025-2026.

Motion carried by unanimous Authority Member and LRA Board roll call vote:
AYES: Uribe, Fosi, Call, Pimentel, and Chair Hernandez
NAYS: None / ABSENT: None / ABSTAINED: None

Item 10.2. Resolution Approving the Fiscal Year 2025-26 Mid-Year Budget Amendments

Assistant City Manager Alcantor, gave a comprehensive staff report and PowerPoint presentation on the Fiscal Year 2025-2026 Mid-Year Budget Amendments.

City Council discussed item with staff.

Mayor Hernandez opened public comment at 6:46 P.M.

Diego Hernandez, Riverbank resident, to express his concerns with Item 10.2.

Mayor Hernandez closed public comment at 6:49 P.M.

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

ACTION: By motion moved and seconded (Fosi / Uribe 5/0) approve **Resolution 2026-014** approving the Mid-Year Budget Adjustments for fiscal year 2025-2026.

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

11. NEW BUSINESS

Item 11.1. Provide Direction on a Facility Fee Waiver Request for Riverbank Youth Baseball and Softball Association in the Amount of \$16,500.00 for Use of the Castleberg Park Sports Fields and Concession Stand

Parks & Recreation Director, Patton gave a comprehensive staff report and PowerPoint presentation on Facility Fee waiver request from Riverbank Youth Baseball and Softball Association in the amount \$16,500.00 for the use of the Castleberg Park Sports Fields and Concession Stands and presented the council with three possible options.

City Council discussed the item with staff.

Phillip Sharp, RYBSA Director, spoke a little about the organization and would like Council to consider approving option 2.

Charles Latham, RYBSA Treasurer, discussed the cash flow and the budget of the organization.

Cathy Burke, RYBSA Secretary, spoke about the organization and the impact it has on the community.

Michael Christie, Riverbank resident, expressed his support for option 3.

Diego Hernandez, Riverbank resident, is in support of Item 11.1 but would like to see other options discussed covering the shortfalls of the expense.

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

ACTION: By motion moved and seconded (Hernandez / Fosi 3/2) to approve **Resolution 2026-015** with option 3 including a 3 year MOU with 0 fees for the 1st year , 25% of fees 2nd year, 50% of fees 3rd year.

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

AYES: Fosi, Pimentel, and Chair Hernandez

NAYS: Uribe, Call / ABSENT: None / ABSTAINED: None

Item 11.2. Resolution Authorizing the Inclusion of Certain Crossroads West Specific Plan (CWSP) Roadway and Trail Segments in the Citywide System Development Fee (SDF) Update Study

Director of Community Development, Mann gave a comprehensive staff report and PowerPoint presentation on the Inclusion of Certain Crossroads West Specific Plan (CWSP) Roadway and Trail Segments in the Citywide System Development Fee (SDF) Update Study.

City Council discussed item with staff.

Michael Christie, Riverbank resident expressed his support for Item 11.2.

Dave Romano, on behalf of the Machado family spoke on Item 11.2 would like for Council to consider approving the item.

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

ACTION: By motion moved and seconded (Fosi / Uribe 5/0) approve **Resolution 2026-016** authorizing the inclusion of certain Crossroads West Specific Plan (CWSP) Roadway and Trail Segments in the Citywide System Development Fee Study.

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

Ayes: Uribe, Fosi, Call, Pimentel, and Chair Hernandez

NAYS: None /ABSENT: None /ABSTAINED: None

12. COMMENTS/REPORTS

Item 12.1. Staff

Assistant City Manager Alcantor:

- *The fourth draft of the Housing Element has been posted on our website for public comment over the next seven days. Following public review, the Housing Element will be under review by HCD. This additional review was necessary due to a local landowner removing their property from the Housing Element Rezone program. Following review by HCD, it is anticipated the final Housing Element will be reviewed by Planning Commission at its March 31st meeting, with the final adoption scheduled for April 28th, with the City Council hearing.*
- *In our Recreation Department. Our summer programs open on March 1st. The Parks and Recreation Department will be offering a variety of programs, ranging from summer camps to swim lessons to soccer. Many of the programs have limited space and fill up quickly, so families are encouraged to register as soon as possible. Registration can be done by visiting the Parks and Recreation page on the city website.*
- *Public works would like to note that our street sweeper will not be operating this week or next week, due to some repairs. We appreciate everybody's patience while it's being serviced.*
- *And then another great announcement to make is that we are now recruiting residents to serve on our Budget Advisory Committee. This committee advises the City Council of the city's financial health, operating budget and long term financial sustainability. Committee members will review audits, financial reports, evaluate the operating budget and capital improvement program, assess revenue proposals and make recommendations on financial policies and priorities. The application period is open until April 9th or until vacancies are filled. Details and the applications are available on our website or in our administration office.*

Item 12.2. Council/Authority Member

Vice Mayor Pimentel:

- *I would like to give a shout out to Grand Asia. This week they celebrated the Chinese Lunar New Year. A special thank you to all those in Riverbank and all over that came out. Made it a special week and they supported the event. Thank you to Mr. Steve and Lena for donating to the Riverbank Sister Cities.*
- *Also beginning March 8th I will be out of the Country for three weeks and then I will come back refreshed.*

Councilmember Uribe:

- *I recently met with Modesto Councilmember Chris Ricci kind of shared our desire to work towards regional planning efforts as both of our cities are continuing to grow, advocated for joint planning workshop, especially with North County Corridor. Phase I underway. Phase II is still seeking funding. So having these kinds of joint planning sessions early makes a ton of sense.*
- *Modesto is going to be holding a zoom meeting tomorrow about the Tivoli North Specific Plan community outreach. So I'm very interested in what they're planning to kind of share there. This is the development just south of the North County Corridor that's going to come up right up to Riverbank. I also shared some of my goals for that joint planning session with Councilmember David Wright of Modesto. Just trying to connect the two Planning Departments and get something going there.*
- *On February 20th I had the pleasure of attending Collective Space, 4-year anniversary with Councilmember Fosi. Great event. We wish them many more years of continued success.*

- *Finally, I'm looking forward to attending the El Concilio meet your local elected event tomorrow 5:30pm to 7:30pm at 1314 Eighth Street in Modesto. It is open to the public and all are welcome.*

Councilmember Fosi:

- *On February 11th, I attended my first SHA meeting, which is Stanislaus Homeless Alliance. They talked about attainable housing program and we saw a presentation from Central Valley Attainable Housing. I'm excited to see where this program goes. It's not affordable housing. It's attainable for everybody on this board. Their kids maybe can buy a house. And that's what I want to work on, is bringing it to a level where our kids can buy houses, not mansions.*

Councilmember Call:

- *So last week I was able to attend the StanCOG meeting where they just reviewed the 132 expansion and going into the 2nd phase of that, I also met with supervisor Buck Condit and Department of Environmental Resources Christy McKinnon regarding Sturba. And if you all remember, there were some conversations about Non-district East and Non-district West, so they both had reports on or studies on data that they've collected, and they have found that the data is competing. So the County is hiring a third party to review both studies to try to pull more accurate information regarding the overdraft. Last Wednesday, the County met with Non-district East and they discussed some next steps. So there are more meetings to come on that. So I'll be happy to report once I get those.*
- *Then last Friday, Supervisor Buck Condit and I went to tour Aemetis, the Riverbank Industrial Complex. Buck hadn't been there in a couple of years, so he was very interested and fascinated in all of the work that Aemetis had already done and the future plans. And then we may have identified some opportunities there.*
- *This Friday, the 27th at Papapolloni on McHenry, the old Jacobs Fine dining for those who are familiar, they are holding their 4th annual speech and art contest starting at 6:00 p.m. and we have two students from Riverbank who are participating in the Speech and Art contest.*
- *Then next Thursday, March 5th, the Riverbank Chamber and Stanislaus Chamber will be at the Multi-chamber mixer in Ceres 2401 Rockefeller Drive starts at 5:30 p.m.*
- *And then a couple months ago maybe, Councilmember Uribe had brought up speed bumps. And since then I've had constituents in both District 1 and District 3 reached out to me about some concerns with roadways, so I'd be interested, and I'm hoping Council can agree to revisit some of these high traffic areas and maybe collaborate with Riverbank Police Services on the possibility of a speed bump policy of some sort for these danger areas or hot areas. Not sure what the term is.*

Item 12.3. Mayor/Chair

Mayor Hernandez:

- *I mentioned previously that Councilmember Call and I were going to go on StanCOG bus tour, so we jumped on the bus with some of our peers and went from Downtown Modesto through Southside Modesto, down Roselle to Riverbank to talk through some of the ongoing projects, the funding and some of the limitations that are going on.*

- *The next day, I had 4 to 5 hours of interviews to finally interview the finalists or the person who hopefully is going to accept an offer for the Executive Director position of StanCOG. There is more to come on that as negotiations happen.*

13. ADJOURNMENT

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 8:05 P.M. to the next regular scheduled City Council / LRA Meeting of March 10, 2026.

ATTEST: (Adopted 03/10/2026)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/Chair

RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.3.

SECTION : CONSENT CALENDAR

Meeting Date:	3/10/2026
Subject:	Resolution to Award Bid for the Palmer Avenue Sidewalk Project to United Pavement Maintenance, Inc. and Authorize Execution of Future Change Orders
From:	Marisela H. Garcia, City Manager
Submitted by:	Laura Graybill, Senior Project Coordinator

RECOMMENDATION

It is recommended that City Council approve two (2) actions by a roll call vote:

1. Adopt a Resolution to Award bid to the lowest responsible bidder, United Pavement Maintenance, Inc.; and
2. Authorize the City Manager to execute Change Orders within the total project budget.

SUMMARY

On November 8, 2016 the Stanislaus County voters approved a ½ cent sales tax measure (Measure L) to fund local and regional transportation projects and programs.

On April 23, 2024 the Riverbank City Council approved and adopted the revised 2024 City of Riverbank Expenditure Plan Project List for Measure L Funds. This project was listed under the Bike and Pedestrian Improvements.

The bid opening was held on Thursday, February 26, 2026 to consider the bids for the Palmer Avenue Sidewalk Project. The following bids were received:

United Pavement Maintenance, Inc.	\$121,515.27
Platinun General Engineering LLC	\$193,599.11

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for, asphalt removal, sub-base removal, paving, curb, gutter, sidewalk, retaining walls, traffic control, and all other work included on the plans for the above mentioned project.

Staff originally budgeted \$225,000.00 for construction from Measure L – Bike & Pedestrian. The low bid came in under budget.

Bids have been reviewed and United Pavement Maintenance, Inc. has been identified as the lowest responsible bidder for the project.

It is requested that the City Council provide the City Manager authorization to execute Change Orders if they are within total budget.

STRATEGIC PLAN

This item is directly related to the City Council Strategic Plan Goal to support Infrastructure and addresses the objective “Expand non-motorized transportation options” and “improve Americans with Disabilities Access” by installing sidewalks where no sidewalks exist.

BACKGROUND

FINANCIAL IMPACT

Funding has been programmed for this project with Measure L Funds, \$225,000.00.

ATTACHMENTS

1. Resolution - Palmer Avenue Sidewalk Project
2. Site Map - Palmer Avenue Sidewalk Project

**CITY OF RIVERBANK
RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO AWARD A CONTRACT FOR THE
PALMER AVENUE SIDEWALK PROJECT WITH UNITED PAVEMENT
MAINTENANCE, INC., IN THE AMOUNT OF \$121,515.27, AND AUTHORIZE THE
CITY MANAGER TO EXECUTE SAID CONTRACT AND APPROVE THE CHANGE
ORDERS UP TO THE PROJECT CONTINGENCY FUND OF \$103,484.73**

WHEREAS, the Palmer Avenue Sidewalk Project includes asphalt removal, sub-base removal, paving, curb, gutter, sidewalk, retaining walls, traffic control, and all other work included on the plans along Palmer Avenue; and

WHEREAS, the City published a Notice to Bidders inviting interested bidders to submit their sealed bids for the Project; and

WHEREAS, on February 26, 2026, the City of Riverbank received two (2) bids and publicly opened and read the bids; and

WHEREAS, the apparent responsive and responsible low bidder is United Pavement Maintenance, Inc., in the amount of \$121,515.27; and

WHEREAS, staff also recommends that the City Council approve a project contingency of \$103,484.73 for the project to fund additional work as needed during renovation and construction; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a contract with United Pavement Maintenance, Inc., in the amount of \$121,515.27; and

AND NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Riverbank authorizes the City Manager to execute the said contract and approve change orders up to the project contingency funds of \$103,484.73.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of March 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of:

AYES:

NAYS:

**ABSENT:
ABSTAINED:**

ATTEST:

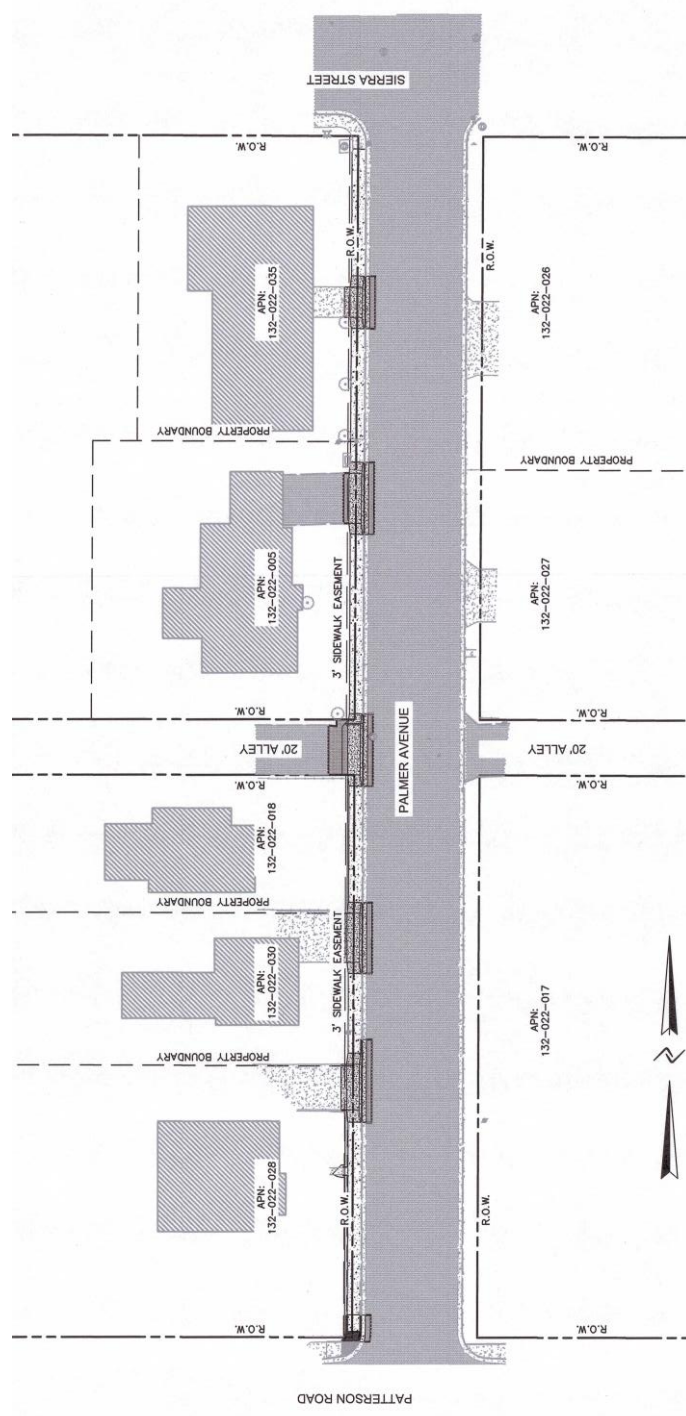
APPROVED:

**Gabriela Hernandez
City Clerk**

**Rachel Hernandez
Mayor**

Attachment: Contract

SITE MAP PALMER AVENUE SIDEWALK PROJECT



RIVERBANK CITY COUNCIL / LRA BOARD

AGENDA ITEM NO. 9.4.

SECTION : CONSENT CALENDAR

Meeting Date:	3/10/2026
Subject:	Resolution Approving a Reimbursement Agreement for Eligible 12-Inch Water Main Improvements for the Countryside III Subdivision in a Not-To-Exceed Amount of \$260,120 Based on Actual Construction Costs and authorizing the City Manager to Execute the Agreement
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua Mann, Director of Community Development

RECOMMENDATION

City Council to consider adopting a Resolution approving a reimbursement amount not to exceed \$260,120 for eligible 12-inch water main improvements constructed for the Countryside III project based on actual construction costs, approving the Reimbursement Agreement between the City and McRoy-Wilbur Communities, and authorizing the City Manager to execute the agreement.

SUMMARY

Staff recommends City Council approval of a Reimbursement Agreement with McRoy-Wilbur Communities to reimburse eligible 12-inch water main backbone infrastructure installed for the Countryside III subdivision based on documented actual construction costs, in a not-to-exceed amount of \$260,120. The requested reimbursement covers 1,383 linear feet of 12-inch water main, nine 12-inch valves and one connection to the existing City water system, and would be reimbursed only after City acceptance and satisfaction of all agreement conditions, including lien clearance. The reimbursement is funded solely from the applicable System Development Fee account, creates no General Fund obligation and does not change the requirement for D.R. Horton (current builder) to continue paying all applicable SDF fees at building permit issuance for homes within the subdivision.

A Reimbursement Agreement for this project was previously approved via Resolution 2022-074, which at the time, was calculated based on an Engineers Estimate in the amount of \$115,089 to be reimbursed via Fee Credits. This Approval would rescind the previously adopted Resolution 2022-074.

STRATEGIC PLAN

This item supports the City's strategic priorities for maintaining reliable public infrastructure. Approval of the Reimbursement Agreement implements the City's long-standing policy of reimbursing backbone water infrastructure that provides citywide system benefit, while protecting City funds through clear eligibility standards, documentation requirements and payment from the applicable System Development Fee account only when sufficient funds are available. The action also supports efficient housing delivery by providing a reimbursement framework for citywide system benefits.

BACKGROUND

In 2022, City Council considered a Countryside III item that assumed the 12-inch water improvements would be addressed through building permit credits and relied on an engineer's estimate. The Countryside III project remains subject to the City's System Development Fee program and other applicable development fees, and as part of the Project Approvals, the Developer was required to construct public improvements. McRoy-Wilbur Communities has now constructed the eligible 12-inch water main improvements, which function as backbone infrastructure within the City's water distribution system, and requests reimbursement based on documented actual construction costs.

The City has historically provided full reimbursement for backbone infrastructure that provides citywide system benefits, including 12-inch water mains, when the improvements are accepted by the City and supported by adequate documentation. This item approves a Reimbursement Agreement that establishes a not-to-exceed reimbursement amount of \$260,120 based on the actual construction costs provided by McRoy-Wilbur Communities.

ANALYSIS

The 12-inch water main improvements constructed for Countryside III are considered backbone infrastructure because they provide system-level capacity and benefit beyond the immediate subdivision. Consistent with the City's historical practice to provide full reimbursement for backbone infrastructure, staff recommends reimbursement of the actual, documented cost of the eligible 12-inch water improvements, subject to the Agreement's conditions and a not-to-exceed cap.

The reimbursement request is based on actual construction costs for eligible 12-inch backbone water infrastructure installed for Countryside III, consisting of 1,383 linear feet of 12-inch water main, nine 12-inch valves, and one connection to the existing City water system. Based on the unit prices and quantities shown in the Agreement exhibits, the total eligible reimbursement amount is \$260,120. The Reimbursement Agreement establishes this amount as the maximum reimbursement, and any request above this cap requires a written justification and City approval. Reimbursement is also conditioned on City acceptance of the improvements and satisfaction of all Agreement requirements, including clearance of any liens, claims, or encumbrances.

Approval of this reimbursement does not change the requirement that applicable System Development Fees are paid at building permit issuance at the rates in effect at the time permits are issued. D.R. Horton, as the home builder for Countryside III, has paid the applicable SDF fees for homes currently under construction and will continue to pay the required SDF fees for the remaining homes as building permits are issued.

FINANCIAL IMPACT

The maximum reimbursement obligation under the Agreement is \$260,120. Funding is limited to the applicable System Development Fee account identified in the Agreement, and no General Fund impact is created.

ATTACHMENTS

1. Countryside III Reimbursement Resolution
2. Countryside III Reimbursement Agreement

CITY OF RIVERBANK

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING A REIMBURSEMENT AGREEMENT FOR COUNTRYSIDE III WITH
MCROY-WILBUR COMMUNITIES FOR ELIGIBLE 12-INCH WATER MAIN
IMPROVEMENTS IN A NOT-TO-EXCEED AMOUNT OF \$260,120 AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND
RESCINDING RESOLUTION 2022-074**

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

WHEREAS, McRoy-Wilbur Communities (“Developer”) is the property owner of Countryside III, a residential subdivision consisting of 22 lots on approximately 4.57 acres, located at 4131 Kentucky Avenue, City of Riverbank; and

WHEREAS, the Countryside III project is subject to the City’s System Development Fee (“SDF”) program and other applicable development fees, and applicable SDF fees are due at building permit issuance at the rates in effect at the time permits are issued; and

WHEREAS, as part of the project approvals and conditions of approval for Countryside III, Developer was required to construct certain public improvements; and

WHEREAS, Developer has constructed eligible 12-inch water main improvements that function as backbone infrastructure within the City’s water distribution system, including approximately 1,383 linear feet of 12-inch water main, nine 12-inch valves, and one connection to the existing City water system; and

WHEREAS, the City has historically provided full reimbursement for backbone infrastructure improvements that provide citywide system benefit, including 12-inch water mains, when such improvements are accepted by the City and supported by adequate documentation of actual construction costs; and

WHEREAS, the City and Developer desire to enter into a Reimbursement Agreement that establishes the terms and conditions for reimbursement of eligible improvements, including City acceptance of the improvements, clearance of liens and claims, audit and documentation requirements, and the limitation that reimbursement shall be paid only from the applicable fee account when sufficient funds are available; and

WHEREAS, the Reimbursement Agreement establishes a maximum reimbursement amount not to exceed \$260,120, based on the itemized actual costs and quantities identified in the Agreement exhibits.

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

1. City Council approves the Reimbursement Agreement for Countryside III between the City of Riverbank and McRoy-Wilbur Communities, in substantially the form presented as Exhibit A.
2. The City Council approves a not-to-exceed reimbursement amount of \$260,120 for eligible 12-inch water main improvements identified in the Reimbursement Agreement, based on actual construction costs and subject to the terms and conditions of the Reimbursement Agreement, including City acceptance of the improvements and satisfaction of lien and documentation requirements.
3. The City Council authorizes the City Manager to execute the Reimbursement Agreement and any related documents necessary to implement this Resolution in a form approved by the City Attorney.
4. This Resolution authorizes reimbursement only as provided in the Reimbursement Agreement and only from the applicable fee account. Nothing in this Resolution creates a General Fund obligation.
5. This resolution rescinds the previously adopted **Resolution 2022-074 Approving System Development Fees and Credits for McRoy Wilbur Communities for Countryside III.**

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of March, 2026; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

ATTCHMENT 1 – Reimbursement Agreement for Countryside III (with Exhibits A, B, and C)

**REIMBURSEMENT AGREEMENT
COUNTRYSIDE III**

NAME OF PROJECT: Countryside III
(referred to as the "Project")

PROPERTY: 4131 Kentucky Avenue
(referred to as the "Property")

NAME OF PROPERTY OWNER/APPLICANT: McRoy-Wilbur Communities
(referred to as "Developer")

PROJECT APPROVAL(S): _____
(referred to as the "Project Approvals")

This **REIMBURSEMENT AGREEMENT** ("Agreement") is made by and between the CITY OF RIVERBANK, a California municipal corporation ("City"), and McRoy-Wilbur Communities, ("Developer"), made effective as of March 10, 2026 ("Effective Date"). City and Developer may each individually be referred to as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. Developer has received approvals to develop parcels of land located in City, as more fully described in **Exhibit A** attached hereto.
- B. In accordance with the Project Approvals, Developer is required to construct certain public improvements which are eligible for reimbursement from City, as further described in **Exhibit B** attached hereto ("Improvements").
- C. The Project is subject to citywide System Development Fees ("SDF Fees") and/or Quimby Act fees charged to new development.
- D. City has determined that the Improvements are eligible for reimbursement from City's SDF Fee program and/or Quimby Act fee program (Riverbank Municipal Code, § 152.037).
- E. The Parties agree that City will provide reimbursement to Developer, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer hereby agree as follows:

AGREEMENT

Section 1. Improvement Obligations. Developer will be solely responsible for the design, finance, construction, installation, and bonding of the Improvements described in **Exhibit B** attached hereto. The Improvements shall be designed and constructed in accordance with City standards. Developer must obtain all applicable approvals and permits from City prior to commencing

construction of the Improvements.

Section 2. Payment of Fees. The Project will be subject to all applicable SDF Fees and Quimby Act fees in effect at the time that building permits are issued for the Project (or any portion thereof). Payment of the applicable fees shall be required prior to issuance of building permits for the Project.

Section 3. Reimbursement for Improvements. City will reimburse Developer for constructing the Improvements as follows:

(a) *Maximum Reimbursement.* Developer will be entitled to receive reimbursement for the actual cost of constructing the Improvements, in an amount not to exceed \$260,120 (“Reimbursement Amount”). The Parties acknowledge that the Reimbursement Amount is based on the actual costs for the Improvements attached hereto as **Exhibit C**, in the amount of \$260,120 (“Actual Costs”). Any request by Developer for reimbursement greater than the Reimbursement Amount will require a written explanation in reasonable detail justifying the additional cost, subject to City’s approval in its sole discretion.

(b) *Source of Reimbursement.* Reimbursement for the Improvements will be provided from the applicable SDF Fee or Quimby Act fee accounts (“Fee Account”). No other City funding source shall be eligible for the reimbursement described herein. If any Fee Account is not sufficiently funded due to other priorities or commitments or for any other reason at the time reimbursement is due, Developer shall wait to receive such credits or reimbursements until such time that the Fee Account is sufficiently funded. Developer will hold City harmless for any damages as a result of any such delay in providing the reimbursement. City’s ability or potential inability to reimburse Developer for the costs of installing the Improvements shall in no way diminish Developer’s obligations with respect to any conditions related to the Project Approvals.

(c) *Acceptance.* City shall have no obligation to provide the reimbursement described herein until City’s formal acceptance of the Improvements, by written notice from City, or resolution of the City Council.

(d) *Method of Reimbursement.* City in its discretion may provide the reimbursement to Developer in the form of fee credits toward the applicable Fee Account or by payment from the applicable Fee Account.

(e) *No General Obligation.* City’s General Fund or other special funds shall not be liable for the payment of any obligations arising from this Agreement. The obligations arising from this Agreement are neither a debt of City nor a legal or equitable pledge, charge, lien, or encumbrance upon any City property or any City income, receipts, or revenues. The credit or taxing power of City is not pledged for the payment of any obligation arising from this Agreement.

(f) *Liens, Claims, Encumbrances.* City will have no obligation to provide any reimbursement until Developer has cleared any and all liens, claims and monetary encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the reasonable satisfaction of City.

Section 4. Termination. This Agreement shall remain in effect until such time that Developer has received the reimbursement for the Improvements as established by this Agreement, at which time this Agreement shall automatically terminate.

Section 5. Recordkeeping of Costs. Developer will maintain complete and accurate accounting and bookkeeping for the Improvements. Upon the City’s written request, Developer will provide a statement of the monies expended for the Improvements, and make available all invoices, progress payments, change orders, or such other documentation reasonably detailing all expenses paid for the Improvements. City and its employees, accountants, attorneys and agents may review, inspect, copy and audit records relating to the Improvements.

Section 6. No Payment to Third Parties. City will be under no obligation to provide reimbursement to any third party. Except as otherwise set forth in this Agreement, Developer expressly acknowledges that no other parties are identified or intended to be third-party beneficiaries of this Agreement. Developer may request to transfer or assign any or all of the reimbursement associated with this Agreement by submitting a written request to City, subject to the approval of City. The written request must notify City of the intended recipient and the amount that Developer intends to transfer or assign. In the absence of any such written request approved by City, no third party or assignee will have rights to any reimbursement described in this Agreement.

Section 7. Processing/Inspection Fees. This Agreement does not limit City’s authority to charge administrative, processing, inspection, plan check, or other similar service or application fees, where such fees are meant to reimburse City for actual time and costs to provide the services contemplated for the Project.

Section 8. Administration. On behalf of City, the City Manager, or his or her designee, is responsible for the interpretation and administration of the provisions of this Agreement.

Section 9. Dispute Resolution. In the event of any dispute pertaining to this Agreement, the at-fault Party shall receive written notice specifying the nature of the dispute (“Default Notice”). Any dispute between the Parties that cannot be resolved to mutual satisfaction within thirty (30) days shall be submitted to mediation before a mutually agreed mediator. The costs of mediation shall be split equally between the Parties (50%-50%). If no such agreement can be reached or if mediation is not successful within an additional sixty (60) days, the Parties may pursue available remedies in a court of law.

Section 10. Indemnity. Developer agrees to assume the defense of, indemnify, and hold harmless City and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or any other obligations, including attorneys’ and consultants’ fees and expenses arising out of or resulting directly or indirectly by any negligent or willful activities performed by Developer, its officers, employees, contractors, or agents under this Agreement.

Section 11. Exhibits. The following Exhibits attached hereto are hereby incorporated and made part of this Agreement:

- Exhibit A: Description of Property**
- Exhibit B: Description of Improvements**
- Exhibit C: Actual Costs**

Section 12. Notices. Any notice or communication pertaining to this Agreement shall be sent to the addresses below and be deemed delivered when in writing and delivered personally; or deposited with a courier service or in the United States mail. All notices and communications sent by personal delivery, courier service, or mail shall be accompanied by a copy sent by email to the addresses specified below. Either Party may update the contact information below at any time.

<p>CITY:</p> <p>City of Riverbank 6707 Third Street Riverbank, California 95367 Attn: City Manager Email: mhgarcia@riverbank.org</p> <p><i>with copies to:</i></p> <p>City of Riverbank 6707 Third Street Riverbank, California 95367 Attn: City Clerk Email: gfernandez@riverbank.org</p> <p>White Brenner LLP 1608 T St. Sacramento, CA 95811 Attn: Tom Hallinan Email: tom@whitebrennerllp.com</p>	<p>DEVELOPER:</p> <p>_____</p> <p>Attn: _____</p> <p>_____</p> <p>Email: _____</p> <p><i>with copy to:</i></p> <p>_____</p> <p>Attn: _____</p> <p>_____</p> <p>Email: _____</p>
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Section 13. General Provisions.

- (a) *Recitals.* The recitals set forth above (“Recitals”) are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and the provisions contained in this Agreement, the provisions will prevail.
- (b) *Governing Law; Venue.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for all legal proceedings shall be in the Superior Court for Stanislaus County.
- (c) *Severability.* If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.
- (d) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.
- (e) *Supersedes Prior Agreement.* It is the intention of the Parties that this Agreement supersede any prior agreements, discussions, commitments, representations, written, electronic or oral, between the Parties hereto with respect to the subject matter of this Agreement.
- (f) *Amendment of this Agreement.* This Agreement may only be amended by the written mutual consent of the Parties.

(g) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Further Acts.* Parties agree to 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 fulfill the purposes of this Agreement.

(j) *Time is of the Essence.* Time is of the essence in this Agreement in each covenant and term and condition herein.

(k) *Authority.* Each Party executing this Agreement certifies, in their individual or corporate capacity, that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement; and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(l) *Joint Preparation.* All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. The Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(m) *Form of Signature.* In order to expedite the transaction contemplated herein, facsimile, .pdf, or other electronic signatures (including by DocuSign) may be used in place of original signatures. Each Party intends to be bound by the signatures on such electronic document, is aware that the other Party will rely thereon, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature.

(n) *Attorney’s Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. The Effective Date shall be the later of the signature dates.

CITY:

CITY OF RIVERBANK,
a California Municipal Corporation

By: _____
Marisela Garcia, City Manager

Date: _____

DEVELOPER:

_____,
a _____

By: _____

Print: _____

Title: _____

Date: _____

ATTEST:

By: _____
Gabriela Hernandez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN. CITY OF RIVERBANK, COUNTY OF STANISALUS, STATE OF CLAIFORNIA.

(4.57± acres)

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

12" WATER LINES – COUNTRYSIDE III

Description	Quantity/Unit	Unit Price	Total Price
12" Water Line	1,383 LF	\$140.00/LF	\$193,620.00
12" Water Valves	9	\$6,200.00/each	\$55,800.00
12" Connect to Existing	1	\$10,700.00/each	\$10,700.00
TOTAL REIMBURSEMENT:			\$260,120.00

EXHIBIT C
ACTUAL COSTS

Bid Date: 1/31/2024
 Time: 10:00AM

Proposal for:
Countryside Phase 3 1 / Per Contract
 from
Ross F Carroll
 8873 Warnerville Rd, Oakdale, CA 95361
 (209) 848-5959 Fax: (209) 848-5955 DIR # 1000004176
 License: 606462 Type: A



Wilbur Communities

Item	Description	Quantity	Unit	Unit Price	Total Price
A	Miscellaneous				
01	Mobilization	1.00	LS	10,252.50	10,252.50
02	Construction Water	1.00	LS	3,000.00	3,000.00
03	Temporary Facilities	1.00	LS	3,000.00	3,000.00
04	Traffic Control	1.00	LS	4,000.00	4,000.00
05	Street Sweeper During Off Haul Operations	1.00	LS	4,400.00	4,400.00
06	Landscape Sleeves	44.00	EA	200.00	8,800.00
07	Removable Bollards	3.00	EA	1,025.00	3,075.00
! 08	Joint Trench - No Bid	1.00	LS	0.00	0.00
! 09	Street Lights - No Bid	1.00	LS	0.00	0.00
! 10	Permits / Fees - No Bid	1.00	LS	0.00	0.00
! 11	Survey / Compaction Testing - No Bid	1.00	LS	0.00	0.00
				Total:	36,527.50
B	Demolition				
01	Remove Existing Asphalt	14,400.00	SF	1.00	14,400.00
02	Saw Cut Existing A/C	1,000.00	LF	1.10	1,100.00
				Total:	15,500.00
C	Earthwork				
01	Disk Vegetation	1.00	LS	3,700.00	3,700.00
03	Excavation	1,000.00	CY	9.00	9,000.00
04	Finish Grade Pads	22.00	EA	900.00	19,800.00
05	Finish Grade Basin	1.00	LS	3,000.00	3,000.00
06	Off Haul Excess Soil	3,600.00	CY	19.00	68,400.00
				Total:	103,900.00
D	Miscellaneous Site Grading				
01	Grade For Curb And Gutter	1,650.00	LF	5.00	8,250.00
02	Grade For Sidewalks	7,450.00	SF	1.30	9,685.00
03	Grade For Driveways	4,270.00	SF	1.50	6,405.00

√ = Locked Bid-Item
 ! = Zero Total Price

3/19/2024 12:52 pm

Attachment Enclosed

Estimator: Donald Ingram

Bid Date: 1/31/2024
 Time: 10:00AM

Proposal for:
Countryside Phase 3 1 / Per Contract
 from
Ross F Carroll
 8873 Warnerville Rd, Oakdale, CA 95361
 (209) 848-5959 Fax: (209) 848-5955 DIR # 1000004176
 License: 606462 Type: A



Wilbur Communities

Item	Description	Quantity	Unit	Unit Price	Total Price
04	Grade H/C Ramps	5.00	EA	275.00	1,375.00
05	Valley Gutters	740.00	SF	2.10	1,554.00
06	Vertical Curb	90.00	LF	4.50	405.00
07	Backfilling	1.00	LS	15,000.00	15,000.00
Total:					42,674.00
E Form And Pour Concrete					
01	Pour Curb And Gutter	1,560.00	LF	20.00	31,200.00
02	Pour Sidewalks	9,200.00	SF	5.25	48,300.00
03	Pour Driveways	2,200.00	SF	6.20	13,640.00
04	Pour H/C Ramps	5.00	EA	1,125.00	5,625.00
05	3FT Valley Gutters	1,485.00	SF	10.50	15,592.50
06	Vertical Curb	90.00	LF	40.00	3,600.00
07	Catch Basin Tops	2.00	EA	475.00	950.00
Total:					118,907.50
F Paving					
01	3 1/2" A/C Over 8" A/B	26,600.00	SF	5.35	142,310.00
02	2 1/2" A/C Over 8" A/B	18,500.00	SF	4.60	85,100.00
03	Conform Grind Existing Asphalt	1.00	LS	8,675.00	8,675.00
04	Patch Back Water Trench With 3" Of AC	2,400.00	SF	9.00	21,600.00
05	Patch Raised Utility Lids And Monuments	1.00	LS	5,700.00	5,700.00
06	Stripe And Signs	1.00	LS	10,500.00	10,500.00
Total:					273,885.00
G Storm Drain					
01	12" SDR-35 PVC	182.00	LF	107.00	19,474.00
02	18" SDR-35 PVC	381.00	LF	111.00	42,291.00
03	24" Horizontal Drain	372.00	LF	482.00	179,304.00
04	Abandon Existing French Drain	125.00	LF	31.00	3,875.00
05	SDMH	3.00	EA	4,875.00	14,625.00

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3/19/2024 12:52 pm

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Estimator: Donald Ingram

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 License: 606462 Type: A



Wilbur Communities

Item	Description	Quantity	Unit	Unit Price	Total Price
06	Inlet Manhole With-In Basin	7.00	EA	5,680.00	39,760.00
07	24" Swale Inlets	2.00	EA	3,435.00	6,870.00
08	Curb Inlets	2.00	EA	4,825.00	9,650.00
				Total:	<u>315,849.00</u>
H Sewer					
01	6" Sewer	627.00	LF	61.00	38,247.00
02	8" Sewer	575.00	LF	71.00	40,825.00
03	4" Sewer Sevicess	22.00	EA	1,550.00	34,100.00
04	SSMH	5.00	EA	4,885.00	24,425.00
05	8" Connect To Existing Stub	1.00	EA	1,300.00	1,300.00
				Total:	<u>138,897.00</u>
I Water					
01	8" Water	413.00	LF	80.00	33,040.00
02	12" Water	1,383.00	LF	140.00	193,620.00
03	12" Connect To Existing Water	1.00	EA	10,700.00	10,700.00
04	8" Connect To Existing Water	1.00	EA	1,600.00	1,600.00
05	Water Services On New Main	17.00	EA	3,665.00	62,305.00
06	Water Services On Ex Main	5.00	EA	4,385.00	21,925.00
07	2" Irrigation Service	1.00	EA	9,440.00	9,440.00
08	Fire Hydrants	4.00	EA	9,960.00	39,840.00
09	12" Water Valves	9.00	EA	6,200.00	55,800.00
10	8" Water Valves	2.00	EA	3,885.00	7,770.00
11	Temp Blow Off	1.00	EA	2,445.00	2,445.00
				Total:	<u>438,485.00</u>
J Erosion Control					
01	Straw Wattle	2,700.00	LF	2.30	6,210.00
02	Standarded Rocked Entrances	2.00	EA	4,025.00	8,050.00

√ = Locked Bid-Item
 ! = Zero Total Price

3/19/2024 12:52 pm

Attachment Enclosed

Estimator: Donald Ingram

Bid Date: 1/31/2024
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Proposal for:
Countryside Phase 3 1 / Per Contract
 from
Ross F Carroll
 8873 Warnerville Rd, Oakdale, CA 95361
 (209) 848-5959 Fax: (209) 848-5955 DIR # 1000004176
 License: 606462 Type: A



Wilbur Communities

Item	Description	Quantity	Unit	Unit Price	Total Price
03	DI Protection	4.00	EA	60.00	240.00
04	Concrete Wash Out	1.00	LS	875.00	875.00
				Total:	15,375.00

Total For Miscellaneous	36,527.50
Total For Demolition	15,500.00
Total For Earthwork	103,900.00
Total For Miscellaneous Site Grading	42,674.00
Total For Form And Pour Concrete	118,907.50
Total For Paving	273,885.00
Total For Storm Drain	315,849.00
Total For Sewer	138,897.00
Total For Water	438,485.00
Total For Erosion Control	15,375.00
Total:	1,500,000.00

√ = Locked Bid-Item
 ! = Zero Total Price

3/19/2024 12:52 pm

Attachment Enclosed

Estimator: Donald Ingram

Job Conditions - Attachment 'A'

Countryside Phase 3 1 / Per Contract

SITE SPECIFIC CONDITIONS AND EXCLUSIONS:

1. PRICE INCLUDES WATER METERS AND BACKFLOWS

CONDITIONS:

1. **OUR PRICE IS BASED ON BEING ABLE TO OBTAIN CONSTRUCTION WATER FROM AN ONSITE FIRE HYDRANT OR A FIRE HYDRANT ADJACENT TO THE SITE. IF WATER IS NOT AVAILABLE FROM CITY HYDRANTS OR WATER TRUCKS MUST TRAVEL IN AN EXCESS OF 1/8 OF A MILE TO OBTAIN WATER THERE WILL BE ADDITIONAL CHARGES.**
2. PRICE IS BASED ON APPROVED PLANS PREPARED BY BENCHMARK ENGINEERING DATED 5/16/2022
3. QUOTED PRICES ARE BASED UPON TODAY'S COST OF LIQUID ASPHALT AND FUEL, AND ARE SUBJECT TO COST ESCALATION DUE TO THE FLUCTUATING COSTS OF OIL PRODUCTS AND NATURAL GAS.
4. SCHEDULING SUBJECT TO CREW AVAILABILITY
5. OUR PROPOSAL DOES NOT INCLUDE PARTICIPATION IN ANY OCIP OR WRAP INSURANCE PROGRAMS. IF PARTICIPATION IN THESE TYPE OF PROGRAMS WILL BE REQUIRED FOR THIS PROJECT, THERE WILL BE AN ADJUSTMENT TO THE CONTRACT AMOUNT. THE ADJUSTMENT WILL BE DETERMINED BY A MUTUALLY AGREED ON PERCENTAGE OF THE CONTRACT AMOUNT.
6. OUR PROPOSAL INCLUDES ONE MOVE-IN PER PHASE AND IS BASED ON HAVING UNOBSTRUCTED CONTINUES ACCESS TO ALL AREAS OF WORK FOR EACH STAGE OF WORK.
7. PHASING OF WORK COULD RESULT IN ADDITIONAL COSTS DUE TO REDUCTIONS IN PRODUCTIVITY.
8. ANY WORK REQUIRED TO BE PERFORMED IN INCLEMENT WEATHER OR OVER OPTIMUM MOISTURE CONDITIONS WILL RESULT IN ADDITIONAL COSTS THAT WILL BE NEGOTIATED WITH OWNER.
9. THERE WILL BE NO REPAIRS OF DAMAGE TO WORK OF OTHERS AT OUR EXPENSE WITHOUT PRIOR NOTIFICATION TO ROSS F. CARROLL, INC.
10. THIS PROPOSAL IS BASED ON USING CONVENTIONAL CONSTRUCTION EQUIPMENT. WE ARE NOT RESPONSIBLE FOR STRUCTURE DAMAGE DUE TO VIBRATIONS FROM OUR EQUIPMENT OR ANY REASON OTHER THAN NEGLIGENCE.
11. ROCK CLAU: PRICE IS BASED ON EQUIPMENT USED FOR PROJECT CAN OPERATE AT A PRODUCTION RATE OF AT LEAST 85% AS LISTED IN THE CAT HAND BOOK OF PRODUCTION RATES.
12. RELEASE OF RETENTION WITHIN 35 DAYS OF COMPLETION OF OUR ITEMS OF WORK. RETENTION SHALL BE RELEASED EVEN IF THE WORK HAS NOT BEEN ACCEPTED BY THE GOVERNING AGENCY, IF SUCH DELAY IS DUE TO ITEMS OF WORK NOT INCLUDED IN OUR CONTRACT.
13. THIS PROPOSAL REMAINS IN EFFECT FOR THIRTY DAYS FROM THE DATE OF PROPOSAL. AFTER THIRTY DAYS, WE RESERVE THE RIGHT TO REVISE OUR PROPOSAL DUE TO ANY COST FLUCTUATIONS.

3/19/2024 12:52PM

Estimator: Donald Ingram

For Job: Countryside Phase 3 1 / Per Contract



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Job Conditions - Attachment 'A'

Countryside Phase 3 1 / Per Contract

14. PRICE IS SUBJECT TO REVIEW OF FINAL PLANS, SOILS REPORT, AND CONTRACT DOCUMENTS. THE EXCLUSION AND CONDITIONS OF THIS PROPOSAL SHALL BE ASSUMED TO BE PART OF ANY SUBSEQUENT CONTRACT.

16. WE ARE A NON UNION SHOP AND BID EXCLUDES PREVAILING WAGES.

17. PRICE EXCLUDES EXCAVATION, PIPE, ROCK, AND MEDIA BACKFILL FOR BIO RETENTION SWALES.

EXCLUSIONS:

- 1. BONDS, ENGINEERING, STAKING, PERMITS, FEES, OR ANY TESTING.
- 2. INSPECTIONS OR HANDLING OF ANY HAZARDOUS WASTE.
- 3. EROSION CONTROL, SWPP, INLET FILTERS, CONCRETE WASH OUT, ETC.
- 4. ASBESTOS SURVEY OR ABATEMENT.
- 5. WINTER MAINTENANCE INCLUDING PUMPING, TEMPORARY ROADS, SOIL TREATMENTS, ETC.
- 6. ANY RELOCATION OF EXISTING FACILITIES OR STRUCTURES.
- 7. DEWATERING.
- 8. OVER EXCAVATION.
- 9. PRIME OIL, FOG SEAL, OR SEAL COAT.
- 10. ANY WALL OR FENCES
- 11. EXCAVATION, PIPE, FABRIC, ROCK AND MEDIA AT BIO SWALES.
- 12. CONNECTION OF UTILITIES/DRAINS AT BUILDINGS.
- 13. OFF HAULING OF OTHER CONTRACTOR'S DIRT SPOILS
- 14. ANY ASPHALT PATCHING FOR OTHER CONTRACTORS UNLESS MENTIONED IN OUR SCOPE.
- 15. TRAFFIC CONTROL UNLESS SPECIFICALLY MENTIONED IN OUR SCOPE.
- 16. CONCRETE PRICE EXCLUDES SEALING, CAULKING, ANCHORS, FASTNERS, HARDWARE.
- 17. PUMPING OF CONCRETE.
- 18. WATER METERS TO BE PROVIDED AND INSTALLED BY OTHERS AT NO COST TO RFC.
- 19. ANYTHING NOT SPECIFICALLY MENTIONED IN OUR PROPOSAL IS DEEMED EXCLUDED.

BY: _____
Don Ingram / Chief Estimator

3/19/2024 12:52PM
Estimator: Donald Ingram
For Job: Countryside Phase 3 1 / Per Contract



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

Page 1 of 2

TO (OWNER): McRoy-Wilbur Communities, Inc.
605 Standiford Ave. Suite H
Modesto, CA 95350
mcrwb@aol.com

PROJECT: McRoyWilbur-Countryside Unit 3
01-24-007

APPLICATION NO: 09

PERIOD TO: 10/31/2025

FROM (CONTRACTOR):

Ross F Carroll, Inc.
PO Box 1308
Oakdale, CA 95361
(209)-848-5959

CONTRACT DATE:

INVOICE #: 240709

CONTRACT FOR: McRoyWilbur-Countryside Unit 3

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G 703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		35,024.00	-53,470.00
Approved this Month			
No.	Date Approved	13,885.00	
TOTALS		48,909.00	-53,470.00
Net change by Change Orders			-4,561.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ross F Carroll, Inc.

BY:  DATE 10/31/25

1. ORIGINAL CONTRACT SUM

\$ 1,500,000.00

2. Net change by Change Orders

\$ (4,561.00)

3. CONTRACT SUM TO DATE (Line 1+2)

\$ 1,495,439.00

4. TOTAL COMPLETED & STORED TO DATE
(Column G on G 703)

\$ 1,495,439.00

5. RETAINAGE:

a. % of Completed Work (Column D + E on G 703) \$ 0.00

b. % of Stored Material (Column F on G 703) \$ 0.00

Total Retainage (Line 5a + 5b or Total in Column I of G 703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ 1,495,439.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,481,554.00

8. CURRENT PAYMENT DUE \$ 13,885.00

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 0.00

Terms: Invoices are due and Payable 30DDY from the date of invoice. All overdue amounts will be charged a service charge of 18% per annum. Please make checks payable to: ROSS F CARROLL, INC.
Thank you for your prompt payment.

CONTINUATION SHEET

AIA DOCUMENT G 702

Page 2 of 2

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 09
 APPLICATION DATE : 10/31/2025
 PERIOD TO : 10/31/2025
 INVOICE # : 240709

A	D	E	F	G	E		F	G	H	I	N
					FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
CO-001	DI Filters	0.00	1,462.00	1,462.00	1,462.00			1,462.00	100.00		
CO-002	Trucking Adjustment	0.00	-41,580.00	-41,580.00	-41,580.00			-41,580.00	100.00		
CO-003	Trucking Adjustment	0.00	22,845.00	22,845.00	22,845.00			22,845.00	100.00		
CO-004	Trench Patch Adjustment	0.00	-11,890.00	-11,890.00	-11,890.00			-11,890.00	100.00		
CO-005	Relocate Water Swives	0.00	1,350.00	1,350.00	1,350.00			1,350.00	100.00		
CO-006	AC/PCC at Basin	0.00	9,367.00	9,367.00	9,367.00			9,367.00	100.00		
CO-007	CO#07 AC Basin Ramp	0.00	13,885.00	13,885.00	13,885.00			13,885.00	100.00		
000-001	Miscellaneous	36,527.50	0.00	36,527.50	36,527.50			36,527.50	100.00		
000-002	Demolition	15,500.00	0.00	15,500.00	15,500.00			15,500.00	100.00		
000-003	Earthwork	103,900.00	0.00	103,900.00	103,900.00			103,900.00	100.00		
000-004	Misc. Site Grading	42,674.00	0.00	42,674.00	42,674.00			42,674.00	100.00		
000-005	Form and Pour Concrete	118,907.50	0.00	118,907.50	118,907.50			118,907.50	100.00		
000-006	Paving	273,885.00	0.00	273,885.00	273,885.00			273,885.00	100.00		
000-007	Storm Drain	315,849.00	0.00	315,849.00	315,849.00			315,849.00	100.00		
000-008	Sewer	138,897.00	0.00	138,897.00	138,897.00			138,897.00	100.00		
000-009	Water	438,485.00	0.00	438,485.00	438,485.00			438,485.00	100.00		
000-010	Erosion Control	15,375.00	0.00	15,375.00	15,375.00			15,375.00	100.00		
	Totals	1,500,000.00	-4,561.00	1,495,439.00	1,481,554.00	13,885.00		1,495,439.00	00.00		

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: ROSS F. CARROLL, INC.

Name of Customer: McRoy-Wilbur Communities, Inc. (RFC#2407)

Job Location: Countryside Unit 3, Kentucky Ave. & Central Ave., Riverbank, Ca

Owner: McRoy-Wilbur Communities, Inc.

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: McRoy-Wilbur Communities, Inc.

Amount of Check: \$ 13,885.00

Check Payable to: ROSS F. CARROLL, INC.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: *Anna Petate*

Claimant's Title: Bookkeeper

Date of Signature: 10/31/2025

7/1/12