CITY OF RIVERBANK

REGULAR CITY COUNCIL AND LOCAL REDEVELOPMENT AUTHORITY MEETING

(The City Council also serves as the LRA Board)
City Hall North Council Chambers
6707 Third Street • Riverbank • CA 95367

AGENDA

MONDAY, JANUARY 13, 2014 – 6:00 P.M.

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 Jeanine Tucker
Council/Authority Member Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

CONFLICT OF INTEREST
Any Council/Authority Member and Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

1. PRESENTATIONS

Item 1.1: Recognition of Mrs. Anita Gonzales in celebration of her 95th Birthday.

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 address the entire 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 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 December 9, 2013, City Council / Local Redevelopment Authority Meeting Minutes.

Item 3.C: **Resolution** Designating the City Manager and Director of Finance as Representatives for the 13-CDBG-8959 Community Development Block Grant Signature Card.

Item 3.D: **(LRA) Out of State Travel Request to Attend an ADC 2014 Installation Innovation Forum in San Antonio, Texas, February 8, 2014** – It is recommended that the Local Redevelopment Authority Board approve the out-of-state travel request for the Executive Director of the LRA to attend a board meeting behind held at an Association of Defense Communities 2014 Installation Innovation Forum in San Antonio, Texas.

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: **Resolution Authorizing the Approval of Financing for Sewer System Improvements** – It is recommended that the City Council approve the Resolution and Loan Agreement between the City and Municipal Finance Corporation for the refinancing of the City's outstanding 2005 sewer revenue bonds and the funding of the Waste Water Treatment Plant improvements previously approved with Schneider Electric.

Item 6.2: **Update the City's Healthy Eating Active Living (HEAL) Efforts –** There is no recommendation associated with this staff report.

Item 6.3: **Strategic Plan Update –** It is recommended that the City Council consider the presentation on the City's Strategic Plan and provide comment as it deems appropriate.

Item 6.4 **Annual Nomination and Appointment of the Vice Mayor** – It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor and the City Council, by motion for approval, make the appointment for a one-year term.

Item 6.5: **Members of the City Council Appointments to External Boards and Committees and City Council/LRA Appointments to Internal Committees for the Year 2014** – It is recommended that the City Council/LRA Board: 1) review the appointment lists of the Intergovernmental Boards and Committees and the Internal City/Local Redevelopment Authority (LRA) Committees, 2) volunteer or recommend a member of the City Council/LRA to serve as the representative, and 3) ratify the appointments for the year 2014 by roll call vote.

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

Item 7.2: Council/Authority Member Comments

Item 7.3: Mayor/Chair Comments

8. CLOSED SESSION

Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (LRA)**
Government Code Section 54956.8
Property: 5300 Claus Road, Modesto, CA 95357
Agency Negotiator: Jill Anderson, City Manager
Property Negotiator: U.S. Army
Under Negotiation: Price, terms of payment, or both

Recommendation: It is recommended that the LRA Board provide direction to Staff.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 12/05/13, 12/12/13, and 12/20/13.

ADJOURNMENT (The next regular City Council meeting – January 27 @ 6:00 p.m.)

UPCOMING EVENTS:

Ongoing	▪ **Fall/Winter Activity Guides are available at City Hall.**
Open Until Filled	▪ **Budget Advisory Committee: Applications are currently being accepted. Visit www.riverbank.org or Contact Marisela Hernandez at 863-7110.**
January 21	▪ **Planning Commission Meeting: 6:00 p.m. at the City Hall Council Chambers.**
January 25	▪ **MOY/COY Banquet: at the Riverbank Community Center for more information call Administration at 863-7122.**

Any documents, not privileged or of a closed session, produced by the City and distributed to a majority of the City Council/LRA Board regarding any item on this agenda will be made available at North City Hall, 6707 Third Street, Riverbank, CA.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board 72 hours prior to the meeting.

Dated this 9th day of January, 2014
Annabelle Aguilar, CMC, City Clerk / LRA Recorder

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. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [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.

General Information:	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Mondays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
Council/LRA Agenda:	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda is posted for public review at the City's website www.riverbank.org, at the City Clerk's Office, and on the exterior of the North City Hall building's bulletin board, 6707 Third Street, Riverbank, CA. 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 or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Questions:	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	January 13, 2014
Subject:	Recognition of Mrs. Anita Gonzales in celebration of her 95th Birthday
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Admin Analyst

RECOMMENDATION

It is recommended that City Council recognize and honor Riverbank resident Mrs. Anita Gonzales in celebration of her 95th Birthday.

SUMMARY

Mrs. Anita Gonzales has been a long time Riverbank resident that is celebrating her 95th birthday. Her family and friends have requested she be honored with a proclamation for her longevity. Mrs. Gonzales has been a loving, and hardworking wife, mother, and grandmother that has devoted her life to her family. All resident, family and friends are encouraged to pay tribute to Mrs. Gonzales on her 95th birthday and wish her health and happiness in all her days to come.

FINANCIAL IMPACT

There is no financial impact to this report

ATTACHMENTS

1) Proclamation

City of Riverbank
Proclamation

WHEREAS, Mrs. Anita Gonzales was born on January 2, 1919 in Cotton City Maricopa, Arizona and is celebrating her 95th birthday this year; and

WHEREAS, Mrs. Gonzales was one of eight children; growing up, she attended school in the Merced California Area until the 6th grade and developed a love for history; and

WHEREAS, Mrs. Gonzales married her loving husband, Paul Gonzales, in 1935 and they spent almost 36 wonderful years together; they were blessed with eight children and is fortunate to have over 42 grandchildren, 25 great-grandchildren, and 10 great-great-grandchildren; and

WHEREAS, Mrs. Gonzales devoted her life to taking caring and providing for her family; she worked very hard and long hours allowing her to pass on to her children the value of a good work ethic; she also engrained in them respect, pride and honor for our County, thus making the 4th of July the favorite holiday for the Gonzales family; and

WHEREAS, Mrs. Gonzales who has lived in Riverbank since 1955, has been a blessing to all she has come in contact with over the past 95 years and is joined by friends and family to celebrate this exciting milestone in her life.

NOW, THEREFORE, BE IT RESOLVED that Mayor O'Brien and the Riverbank City Council, do hereby wish Mrs. Anita Gonzales a very happy 95th birthday and may she continue to share her love and joy with others.

FURTHERMORE, we do hereby encourage all fellow residents, family and friends to pay tribute to Mrs. Gonzales on her 95th birthday and wish her health and happiness in all her days to come.

Dated this 13th of January 2014

____

Richard D. O'Brien, Mayor

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 13, 2014
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

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

Meeting Date:	January 13, 2014
Subject:	Approval of the December 9, 2013, City Council / Local Redevelopment Authority Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

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 December 9, 2013, regular City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. December 9, 2013, Minutes

CITY OF RIVERBANK

REGULAR CITY COUNCIL AND

LOCAL REDEVELOPMENT AUTHORITY MEETING

(The City Council also serves as the LRA Board)

MINUTES

MONDAY, DECEMBER 9, 2013

The following minutes reflect action minutes, with added clarification for the record. A copy of the verbatim recording may be obtained, for a fee, by contacting the Administration Department at (209) 863-7122.

CALL TO ORDER:

The City Council / Local Redevelopment Authority Board of the City of Riverbank met this date for a at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor/Chair Richard D. O'Brien presiding.

ROLL CALL:

PRESENT: Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Jeanine Tucker
Council/Authority Member Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

1. YOUTH PARTICIPATION SESSION

Item 1.1: Crossroads Elementary Students Participate in Local Government as Youth City Council Members – Mock installation of Youth Mayor and Councilmembers.

1.1-A: Mayor O'Brien to administer the Youth Oath of Office.

Mayor O'Brien issued the Youth Oath of Office to Youth Mayor Laura Echevarri.

Mayor O'Brien and Youth Mayor Echevarri, issued the Oath of Office to Youth Councilmembers, Abigal Fosi, Mathew Macieas, and Miranda Macieas.

1.1-B: Youth Mayor and Youth Councilmembers take their seats at the dais.

The Mayor, Youth Mayor, and Youth Councilmembers took their seats at the dais.

1.1-C: ROLL CALL OF YOUTH COUNCIL MEMBERS

Present: Mayor Laura Echevarri
Councilmember Abigail Fosi
Councilmember Mathew Macias
Councilmember Miranda Macias

Absent: Councilmember Emily Raygoza

FLAG SALUTE: *Mayor Richard D. O'Brien; Youth Mayor Laura Echevarri*

CONFLICT OF INTEREST
Any Council/Authority Member and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

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.

Vicki Holt Angulo, Riverbank Library Branch Manager, provided an update on Library activities.

Larry King, spoke in regards to allowing citizens to keep bees to assist in stopping their declining numbers; requested City Council consider this as an item for discussion.

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 November 25, 2013 City Council /Local Redevelopment Authority Minutes.

Item 3.C: **Award Bid for the Signal at Oakdale and Morrill Project and Authorize Execution of Future Change Orders** – It is recommended that City

Council Award the lowest responsible bidder, George Reed, Inc. to contract to construct the Signal at Oakdale and Morrill Project and authorize the City Manager to execute change orders within total project budget.

Item 3.D: Update Report on Energy Saving LED Street Lights Implementation.

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

ACTION: *By motion moved/second (Campbell / Tucker / passed 5-0) to approve Consent Calendar Items 3.A through 3.D as presented; motion carried by unanimous roll call vote.*

4. PRESENTATIONS

Item 4.1: Presentation to Santa and Mrs. Claus.

City Council and the Youth Council Members presented Santa and Ms. Claus with a plaque in recognition of their civic participation. Santa thanked everyone.

Item 4.2: Presentation of Proclamation for Youth Participation in Local Government Day.

City Council and the Youth Council Members presented the proclamation.

Item 4.3: Presentation of Certificates to Youth City Council.

City Council presented the Youth Mayor and Each Youth Council Member with a Certificate of Participation as Youth Leaders.

MAYOR O'BRIEN CALLED FOR A BRIEF RECESS, ENDING THE YOUTH PARTICIPATION PORTION OF THE MEETING AT 6:19 P.M.

MAYOR O'BRIEN RECONVENED THE MEETING AT 6:25 P.M.

5. UNFINISHED BUSINESS

There were no items to consider.

6. PUBLIC HEARINGS

There were no items to consider.

7. NEW BUSINESS

Item 7.1: **Consider Acceptance of Payment from ~~American~~ Advanced Materials & Manufacturing, LLC (AM2T) of Principal Due in the amount of $275,000 as Payment in Full for the 2008 Tenant Loan** – It is recommended that the City Council accept payment from ~~American~~ Advanced Materials & Manufacturing, LLC (AM2T) of the Principal due in the amount of $275,000 as Payment in full for a Riverbank Industrial Park Tenant Loan and waive payment of the interest on the loan.

Maricela Garcia, Director of Finance, presented the staff report; City Manager Jill Anderson provided additional comments.

Ms. Debbie Olson, Executive Director of the Local Redevelopment Authority, spoke in support of AM2T.

ACTION: *By motion moved/second (Barber-Martinez / Tucker / passed 5-0) to approve the modified agreement between the owner of AM2T, Mr. Henry Meeks, and the City resulting in the immediate payment of the owed principle amount of $275,000.00 and waive the Interest Fee of $41,250.00, plus the Penalty Fee of $614.16, which will not result in a net loss to the City due to obtaining an interest-free loan from the County; motion carried by unanimous roll call vote.*

Item 7.2: **Silva Park Phase II Development** – It is recommended that the City Council review the options for the next two phases of Park Development for Silva Park and give staff direction.

Sue Fitzpatrick, Director of Parks and Recreation, presented the staff report; City Council and Staff discussed the item.

Councilmember Jones Cruz expressed reservations of financially committing to a project, referring to the struggles of current water features in the City.

ACTION: *All Members of the City Council consented to Option 1: Proceed with the development of Phase II in the spring of 2014, which will include the amenities meeting the new code requirements and the preparation for the spray park. Total Cost: $165,000 paid for by Landscape & Lighting District and System Development Fees. Proceed with Phase III when funding is secured through future development. The cost of the spray park is estimated at $250,000.*

Item 7.3: **Riverbank Cheese & Wine Festival** – It is recommended that the City Council consider upcoming changes to the Cheese & Wine Festival and provide direction to staff on participating in an informal effort to identify options for future sponsorship.

City Manager, Jill Anderson, introduced the item.

Mayor O'Brien commented on behalf of the Rotary Club's intention to possibly surrender, partially or fully, the annual conduct of the Riverbank Cheese & Wine Festival. Councilmember Barber-Martinez requested to be involved in the discussions and mentioned Central Valley Resources' interest.

Sue Fitzpatrick, Director of Parks and Recreation, presented the staff report; City Council and Staff discussed the item.

Public Comment: Mr. Edward Jones spoke in regards with the high cost of participating as a vendor.

ACTION: *City Council directed Staff to meet with the Rotary Club after the Holidays, work out the details, include public input, and present a plan for consideration.*

Item 7.4: **Presentation and Discussion of Financing Options for Sewer Fund Improvements** – It is recommended that the City Council direct City staff to work with legal counsel and the financial advisor to develop a financing package and appropriate documentation for approval at a later date that meets the financing structure agreed to during the current City Council discussion.

Marisela Garcia, Director of Finance, presented the staff report and introduced Mr. Craig Hill, Financial Advisor of NHA Advisors who made a presentation of the financing options available to fund the Schneider Electric Agreement to provide Energy Efficiency Upgrades to the Wastewater Treatment Plant; City Council, Staff, and Mr. Hill discussed the item.

ACTION: *By motion moved/second (Jones Cruz / Campbell / passed 5-0) to approve Option 1 (as presented in the PowerPoint, which is referred to as Option 3 in the Staff Report): Select 15 year financing proposal from Municipal Finance Corp (MFC) for an interest rate of 2.38% for the 7-year refinancing of the 2005 bonds and an interest rate of 3.68% for the Project Portion of the 2013 Bonds, locked for full term of financing and 110% coverage requirement (in comparison, no interest rate reset). Staff is to* *present financing documents for approval at the January 13, 2014, City Council meeting.*

8. COMMENTS (Information only – No action)

Item 8.1: Staff Comments

Kathleen Cleek, Senior Management Analyst announced that Gilton Solid Waste Management would be providing free pick up of Christmas trees between January 6 and January 17, 2014.

Michael Riddell, Deputy Director of Public Works – Operations, spoke in regards to the positive article in the Modesto Bee on the availability and use of the City's Smart Unit Trailer.

Sue Fitzpatrick, Director of Parks and Recreation announced the winter scheduled events for teens.

Jill Anderson, City Manager, announced the continued recruitment of Budget Advisory Committee members, thanked the City Council and Staff for their professionalism and commitment to the City, and wished everyone happy holidays.

Item 8.2: Council/Authority Member Comments

Council/Authority Member Jones Cruz commented on her enjoyment of the City's Christmas parade and wished everyone happy holidays.

Council/Authority Member Campbell: 1) stated he was pleased to see a positive article about Riverbank, 2) stated he is honored to be serving [on the Council] and looks forward the future, 3) thanked staff for the great preparation of the Christmas parade, and 4) wished everyone a safe and happy holidays.

Council/Authority Member Barber-Martinez: 1) spoke in regards to the great loss of Nelson Mandela, 2) thanked staff for a great Christmas Parade; enjoyed being the Grand Marshal; thanked the Pettit family for the honor to ride in his [the late Mr. Scott Pettit] vehicle; and thanked the vendors and groups that helped make the event successful, 3) invited business owners and nonprofit organizations to the Chamber Commerce's Winter Wonder Business Expo, and4) wished everyone a happy holidays.

Vice Mayor/Chair Tucker spoke in regards to the great accomplishments this year, thanked City staff for their work, and wished everyone safe, happy holidays.

Item 8.3: Mayor/Chair Comments

Mayor/Chair O'Brien: 1) spoke in regards to a list provided by staff of this year's accomplishments that continues to grow; thanking staff for their work and efforts, 2) reported on the December 5th subcommittee meeting on the discussion of gangs, and announced a potential mini-conference in the Spring with all entities that can assist with keeping the youth out of gangs; invited everyone to participate, and 3) wished everyone a safe and happy holidays.

9. CLOSED SESSION

MAYOR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEMS AND ADJOURNED TO CLOSED SESSION AT 7:54 P.M.

Item 9.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Item 9.2: **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Jill Anderson, City Manager
Employee organizations: Riverbank Miscellaneous Employees
Riverbank Mid-Management Bargaining Unit

Item 9.3: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: APN: 075-039-002
Agency Negotiator: Jill Anderson, City Manager
Property Negotiator: Mr. Benjamin Capas, Valley First Corporation
Under negotiation: Price and Terms of Payment

Recommendation: It is recommended that City Council/LRA Board provide direction to Staff on the Closed Session item(s).

10. REPORT FROM CLOSED SESSION

MAYOR O'BRIEN RECONVENED THE MEETING AT 8:14 P.M.

Item 10.1: Report out on Item 9.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

ACTION: ***Mayor O'Brien reported that a tentative agreement was reached for settlement of the Property Tax Assessors' Fee.***

Item 10.2: Report out on Item 9.2: **CONFERENCE WITH LABOR NEGOTIATORS**

ACTION: ***Mayor O'Brien reported that direction was provided to Staff.***

Item 10.3: Report out on Item 9.3: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

ACTION: ***Mayor O'Brien reported that direction was provided to Staff.***

11. INFORMATIONAL ITEMS (Information Only – No Action)

Item 11.1: Warrant Registers for 10/18/13, 10/25/13, 10/31/13, 11/07/13 and 11/14/13 and Credit Card Statements for 09/23/13.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meeting at 8:15 p.m.

ATTEST:	**APPROVED:**
______________________________	______________________________
Annabelle H. Aguilar, CMC **City Clerk / LRA Recorder**	**Richard D. O'Brien** **Mayor / Chair**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 13, 2014
Subject/:	**Resolution** Designating the City Manager and Director of Finance as Representatives for the 13-CDBG-8959 Community Development Block Grant Signature Card.
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance

RECOMMENDATION

It is recommended that the City Council adopt a Resolution designating the City Manager and Director of Finance as Representatives for the 13-CDBG-8959 Community Development Block Grant Signature Card.

SUMMARY

The Community Development Block Grant Program is requesting the completion of a signature card designating City representatives who will be authorized to complete necessary forms and request funds from the newly awarded 13-CDBG-8959 Grant in the amount of $1,000,000.

BACKGROUND

The State of California Community Development Block Grant (CDBG) Program requires the set up of a signature card that will be kept on file to confirm the signatures received on reports and supporting documents, such as fund drawdown requests.

Attached you will see the Authorization Signature Card for Funds which has been provided to each jurisdiction to complete and submit to CDBG. The grantee is to use this card to identify the individuals who are authorized or designated to sign on behalf of the grantee. CDBG recommends that grantees authorize up to four individuals to sign on their behalf. This authorization will allow the grantee to exercise flexibility whenever it needs signatures on any funds request and when the principal authorized signee is absent for a period of time. Grantees will be required to update a new signature card whenever there is a change in the individuals who are authorized to sign CDBG supporting documents.

FINANCIAL IMPACT

There is no financial impact associated with this request. Having a signature card on file with CDBG will allow the City to draw down funds from present and future grant funds.

ATTACHMENTS

1. Resolution
2. CDBG Signature Card

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY OF RIVERBANK CITY COUNCIL TO ASSIGN AND AUTHORIZE REPRESENTATION ON THE COMMUNITY DEVELOPMENT BLOCK GRANT SIGNATURE CARD

WHEREAS, the City Council acknowledges the use of the Community Development Block Grant Signature Card for all present and future grants; and

WHEREAS, the City Council authorizes the City Manager as signee; and

WHEREAS, the Council authorizes the Director of Finance as signee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby assigns and authorizes representation on Community Development Block Grant Signature Card for present and future grants.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of January, 2014; motioned by Councilmember ______, seconded by Councilmember ______, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:	**APPROVED:**
____________________________	____________________________
Annabelle H. Aguilar, CMC	**Richard D. O'Brien**
City Clerk	**Mayor**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

<table>
<tr><td colspan="2">Authorized Signature Card for Request for Funds</td></tr>
<tr><td colspan="2">CDBG Grant Number: 13-CDBG-8959</td></tr>
<tr><td>Grantee Name:
City of Riverbank
6707 Third Street
Riverbank, CA 95367</td><td>Issued By:
California Dept. of Housing and Community Development
2020 West El Camino Avenue, Suite 500 (95833)
P. O. Box 952054
Sacramento, CA 94252-2054</td></tr>
<tr><td>(1) Typed Name of Signer, Signature and Title:

Jill Anderson, City Manager</td><td>(2) Typed Name of Signer, Signature and Title:

Marisela Garcia,
Finance & Housing Director</td></tr>
<tr><td>(3) Typed Name of Signer, Signature and Title:</td><td>(4) Typed Name of Signer, Signature and Title:</td></tr>
<tr><td colspan="2">I certify that the signatures above are of the individuals authorized to request payment of funds under the grant cited above.

Jill Anderson — City Manager
Typed or Printed Name of Authorizing Official (Grantee) — Title

Signature of Authorizing Official (Grantee)* — Date</td></tr>
</table>

Instructions

Funds requests require two signatures--the preparer and any one of the authorized signers listed on the signature card.

The name and/or title of the **authorizing official** must be identified in the resolution passed by the city council or governing body. **The resolution must be submitted along with the signature card.**

The authorizing official is certifying that persons listed on the signature card are authorized to sign the funds request.

A signature card must be completed for each grant. A new signature card must be submitted when there is a change in the name and/or title of the authorizing official. No erasures or corrections may appear on this signature card.

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 13, 2014
Subject:	Out of State Travel Request to Attend an ADC 2014 Installation Innovation Forum in San Antonio, Texas, February 8, 2014
From:	Jill Anderson, City Manager
Submitted by:	Debbie Olson, Executive Director

RECOMMENDATION

It is recommended that the Local Redevelopment Authority Board approve the out-of-state travel request for the Executive Director of the LRA to attend a board meeting behind held at an Association of Defense Communities 2014 Installation Innovation Forum in San Antonio, Texas.

SUMMARY

The Executive Director will be attending the ADC board meeting.

FINANCIAL IMPACT

No impact on the General Fund. Travel expenses will be covered 100% through grant funds and lease revenues.

ATTACHMENT

None

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	January 13, 2014
Subject:	**Resolution** Authorizing the Approval of Financing for Sewer System Improvements
From:	Jill Anderson, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance

RECOMMENDATION

It is recommended that the City Council approve the Resolution and Loan Agreement between the City and Municipal Finance Corporation for the refinancing of the City's outstanding 2005 sewer revenue bonds and the funding of the Waste Water Treatment Plant improvements previously approved with Schneider Electric.

SUMMARY

The City Council has discussed and approved an agreement with Schneider Electric to provide Energy Efficiency Upgrades to the Wastewater Treatment Plant. As part of the approval process, financing of the agreement was recommended in order to use annual savings as the basis for the debt repayment.

In December the City Council was presented with multiple financing options available based on bids that were received through the City's financial advisor (NHA Advisors). After further discussion, the City Council directed staff to finalize the financing based on the bid from Municipal Finance Corporation. This bid locked the interest rate for the refunding portion of the total financing at 2.38% (final maturity of August 1, 2020) and the new project portion of the total financing at 3.68% (final maturity of August 1, 2029).

BACKGROUND

It is anticipated that upon completion, the City will save over $230,000/year in electric costs with a guaranteed minimum savings of $204,110/year for 20 years (from Schneider Electric). Preliminary analysis indicates that the total project cost will be approximately $3,950,000.

The City has the ability to save interest by refinancing the 2005 sewer revenue bonds. In addition to lowering the annual payments on that portion of the total outstanding obligations, the bond covenants and coverage requirements (which mandate rate increases to meet debt service) could be modified to reflect current market terms and provide some flexibility.

Based on the bids received in November, the City will save approximately $30,000 per year in debt service through the refinancing of the 2005 sewer revenue bonds. By incorporating the refinancing into the financing for the Energy Efficiency Upgrade project by Schneider Electric, the marginal transaction costs are significantly low ($35,000-$40,000 vs. $125,000-$140,000).

Financing Documents – In order to complete the refinancing and funding of the approved Energy Efficiency Upgrades to the Wastewater Treatment Plant, the City is required to approve a Resolution authorizing the execution of a Loan Agreement between the City of Riverbank and the Municipal Finance Corporation that will provide the funds necessary to redeem the outstanding 2005 sewer revenue bonds as well as deposit funds into a construction fund for purposes of completing the improvements described above. An Escrow Agreement between the City of Riverbank and U.S. Bank National Association (US Bank) is also a necessary document towards the completion of the financing.

PROJECT SOURCES & USES OF FUNDS

Estimated Financing Sources of Funds

2014 Loan	$5,744,498.62
Existing 2005 Debt Service Reserve Fund	442,855.22
2005 Interest Account	2,991.04
2005 Bond Fund	0.12
February 1, 2014 Debt Service Payment (from City)	43,075.00
TOTAL SOURCES	$6,233,420.00

Estimated Uses of Funds

2005 Bond Payoff	$2,161,150.00
Energy Efficiency Upgrade Project	3,944,270.00
Financing Costs	128,000.00
TOTAL USES	$6,233,420.00

ANTICIPATED ANNUAL DEBT SERVICE

The refunding of the 2005 will result in savings directly to the Sewer Fund without extending the repayment period. The new debt service schedule for the refunding is anticipated to be as follows:

SEMIANNUAL DEBT SERVICE - 2005 BONDS

City of Riverbank
2014 Sewer Revenue Bonds
***
Private Placement - Municipal Finance Corp.

	CURRENT DEBT SERVICE SCHEDULE				NEW DEBT SERVICE SCHEDULE			
Period Ending	Principal	Interest	Semiannual Debt Service	Fiscal Year Debt Service	Principal	Interest	Semiannual Debt Service	Fiscal Year Debt Service
1/23/2014	-	-	-	-	-	-	-	-
8/1/2014	260,000	43,075.00	303,075.00	-	132,876	21,261.21	154,136.75	-
2/1/2015	-	37,875.00	37,875.00	340,950.00	134,598	18,775.26	153,373.48	307,510.23
8/1/2015	270,000	37,875.00	307,875.00	-	136,582	17,173.54	153,755.12	-
2/1/2016	-	32,475.00	32,475.00	340,350.00	138,207	15,548.22	153,755.11	307,510.23
8/1/2016	285,000	32,475.00	317,475.00		139,852	13,903.56	153,755.12	-
2/1/2017	-	26,775.00	26,775.00	344,250.00	141,516	12,239.33	153,755.12	307,510.24
8/1/2017	295,000	26,775.00	321,775.00		143,200	10,555.29	153,755.12	-
2/1/2018	-	20,506.25	20,506.25	342,281.25	144,904	8,851.21	153,755.12	307,510.24
8/1/2018	310,000	20,506.25	330,506.25	-	146,628	7,126.85	153,755.11	-
2/1/2019	-	13,918.75	13,918.75	344,425.00	148,373	5,381.98	153,755.12	307,510.23
8/1/2019	320,000	13,918.75	333,918.75	-	303,894	3,616.34	307,510.24	-
2/1/2020	-	7,118.75	7,118.75	341,037.50	-	-	-	307,510.24
8/1/2020	335,000	7,118.75	342,118.75	342,118.75	-	-	-	-
Total	2,075,000	320,412.50	2,395,412.50	2,395,412.50	1,710,629	134,432.79	1,845,061.41	1,845,061.41

The Debt Service schedule for the Project portion of the financing is anticipated to be as follows:

SEMIANNUAL DEBT SERVICE - NEW MONEY

City of Riverbank
2014 Sewer Revenue Bonds
***
Private Placement - Municipal Finance Corp.

Period Ending	Principal	Interest	Semiannual Debt Service	Fiscal Year Debt Service
1/23/2014	-	-	-	-
8/1/2014	92,028	77,522.02	169,550.01	-
2/1/2015	93,873	72,529.89	166,403.22	335,953.23
8/1/2015	97,174	70,802.62	167,976.61	-
2/1/2016	98,962	69,014.62	167,976.62	335,953.23
8/1/2016	100,783	67,193.72	167,976.62	-
2/1/2017	102,637	65,339.32	167,976.62	335,953.24
8/1/2017	104,526	63,450.79	167,976.62	-
2/1/2018	106,449	61,527.51	167,976.61	335,953.23
8/1/2018	108,408	59,568.85	167,976.62	-
2/1/2019	110,402	57,574.15	167,976.62	335,953.24
8/1/2019	112,434	55,542.74	167,976.61	-
2/1/2020	114,503	53,473.96	167,976.62	335,953.23

8/1/2020	116,610	51,367.11	167,976.62	-
2/1/2021	118,755	49,221.50	167,976.62	335,953.24
8/1/2021	120,940	47,036.40	167,976.62	-
2/1/2022	123,166	44,811.10	167,976.61	335,953.23
8/1/2022	125,432	42,544.86	167,976.62	-
2/1/2023	127,740	40,236.91	167,976.62	335,953.24
8/1/2023	130,090	37,886.50	167,976.62	-
2/1/2024	132,484	35,492.84	167,976.61	335,953.23
8/1/2024	134,921	33,055.14	167,976.62	-
2/1/2025	137,404	30,572.59	167,976.62	335,953.24
8/1/2025	139,932	28,044.35	167,976.62	-
2/1/2026	142,507	25,469.60	167,976.62	335,953.24
8/1/2026	145,129	22,847.47	167,976.62	-
2/1/2027	147,800	20,177.09	167,976.61	335,953.23
8/1/2027	150,519	17,457.58	167,976.62	-
2/1/2028	153,289	14,688.03	167,976.61	335,953.23
8/1/2028	156,109	11,867.52	167,976.62	-
2/1/2029	158,982	8,995.11	167,976.61	335,953.23
8/1/2029	329,883	6,069.85	335,953.23	-
2/1/2030	-	-	-	335,953.23
Total	4,033,870	1,341,381.74	5,375,251.74	5,375,251.74

FINANCIAL IMPACT

The City's sewer enterprise fund is anticipating a slight increase in total debt service payments after taking into consideration the refinancing, utility/energy savings from the project improvements and the financing cost. A summary of the changes is shown below:

Item	Change in Expense
Refunding Savings	+$30,000
New Debt Service	-$336,000
Utility Savings (Guaranteed by Schneider)	+$204,000
Net Impact on Budget (Additional Cost)	-$102,000 (increase*)

Final figures reflect that each year an additional amount of $102,000 in Sewer Funds will be necessary to make the new debt service payments. A significant factor in this increase has been the interest rate of the proposed financing (3.68%). Over the course of the past several months, financing interest rates have begun to rise, causing a direct increase in costs. To offset this increase, this project is anticipated to save approximately $230,000 annually in utility savings which is $26,000 more than the guaranteed savings by Schneider. Over the course of the useful life of the project (15 years), we are confident that the utility savings achieved will be sufficient to compensate for the increased costs. In addition, savings related to decreased maintenance and replacement costs will be experienced as the equipment will initially require little to no maintenance.

ATTACHMENTS

1. Resolution
2. Draft Loan Agreement
3. Draft Escrow Agreement

CITY OF RIVERBANK

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A LOAN AGREEMENT; APPOINTING CERTAIN FINANCIAL CONSULTANTS IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the City of Riverbank (the "City") has previously financed the acquisition and construction of various capital improvements to its wastewater system with the proceeds of the City's outstanding Refunding Revenue Bonds, Series A (Wastewater Project), issued on February 3, 2005 in the original principal amount of $4,475,000, and maturing August 1, 2020 (the "Prior Obligations"); and

WHEREAS, the City Council, after due investigation and deliberation, has determined that it is in the public interests of the City at this time to provide for the financing for the Energy Efficiency Upgrades to the Wastewater Treatment Plant Project (the "Project"); and

WHEREAS, for the purpose of providing financing for the Project and for the refunding of the Prior Obligations (the "Refunding"), Municipal Finance Corporation (the "Lender") has proposed to make a tax-exempt loan (the "Loan") to the City pursuant to terms and conditions of a Loan Agreement, dated as of January 1, 2014, by and between the Lender and the City (the "Loan Agreement"), a copy of which has been presented at this meeting and is on file with the City Clerk; and

WHEREAS, pursuant to the Loan Agreement, the City will make loan payments (the "Loan Payments") from the net revenues of its wastewater enterprise (the "Enterprise") operations, sufficient in amount to pay back the debt service on the Loan from the Lender, as more particularly set forth in the Loan Agreement; and

WHEREAS, it is now appropriate and necessary to call in for redemption all of the outstanding Prior Obligations, in order to complete the Refunding; and

WHEREAS, in order to properly account for the Refunding, as well as the legal defeasance of all Prior Obligations is now appropriate and necessary for the City to approve the form of an Escrow Agreement (the "Escrow Agreement"), dated as of January 1, 2014, in connection with the refinancing of the Prior Obligations, a copy of which has been presented at this meeting and is on file with the City Clerk; and

WHEREAS, the City Council, with the aid of its staff, has reviewed the Loan Agreement and the Escrow Agreement, the forms of which are on file with the City Clerk, and the City Council wishes at this time to approve the foregoing documents as being within the public interests of the City; and

WHEREAS, the City Council desires to designate the Loan for purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986 (the "Code") as a "Qualified Tax-Exempt Obligation;" and

WHEREAS, in order to efficiently accomplish the procurement of the Loan, and the execution and delivery of the Loan Agreement, the City desires to appoint a financial advisor, placement agent, and bond counsel to provide the necessary professional services in connection therewith; and

WHEREAS, the City Council wishes at this time to authorize all actions and proceedings relating to the procurement of the Loan, the execution and delivery of the Loan Agreement and the Escrow Agreement, as well as the acquisition and construction of the Project; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

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

Section 1. The foregoing Findings are adopted as findings of the City Council as though set forth fully herein.

Section 2. The Mayor, Mayor Pro Tempore, City Manager, Finance Director, City Clerk and any other person authorized by the Council to act on behalf of the City shall each be an "Authorized Representative" of the City for the purposes of structuring and providing for the issuance of the Loan Agreement, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the City, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the consummation of the Loan, the Refunding and the Project, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Council has approved in this Resolution.

Section 3. The Council hereby authorizes and approves the Loan from the Lender to the City pursuant to the terms and conditions of the Loan Agreement. The Council hereby approves the Loan Agreement in substantially the form on file with the City Clerk, together with any additions thereto or changes therein (including, but not limited to, the final amount of the Loan, the final Loan payment schedules, and prepayment provisions) deemed necessary or advisable by an Authorized Representative of the City. Any Authorized Representative of the City is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest and affix the seal of the City to, the final form of the Loan Agreement for and in the name and on behalf of the City, and the execution thereof shall be conclusive evidence of the Council's approval of any such additions and changes. The Council hereby authorizes the delivery and performance of the Loan Agreement.

Section 4. The Council hereby authorizes and approves the Refunding of the Prior Obligations pursuant to the terms and conditions of the Escrow Agreement. The Council hereby approves the Escrow Agreement in substantially the form on file with the City Clerk, together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Representative of the City. Any Authorized Representative of the City is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest and affix the seal of the City to, the final form of the Escrow Agreement for and in the name and on behalf of the City, and the execution thereof shall be conclusive evidence of the Council's approval of any such additions and changes. The Council hereby authorizes the delivery and performance of the Escrow Agreement.

Section 5. The proceeds received by the City from the proceeds of the Loan shall be applied to pay certain costs of issuance and for the purpose of paying Project Costs, as defined in the Loan Agreement.

Section 6. The Loan and Loan Agreement are hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City, together with all subordinate entities of the City, do not reasonably expect to issue during the calendar year 2014 more than $10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

Section 7. The City Council hereby appoints The Weist Law Firm as Bond Counsel, NHA Advisors as Financial Advisor, and Southwest Securities as Placement Agent in connection with the financing described in this Resolution. An Authorized Representative is authorized and directed to execute an agreement with each of such firms in the respective forms on file with the City Clerk. As provided in such agreements compensation payable to Financial Advisor, Placement Agent and Bond Counsel is entirely contingent upon the successful completion of the financing proceedings and shall be paid from a portion of the proceeds of the Loan pursuant to the Costs of Issuance set forth in the Loan Agreement, which is approved herein.

Section 8. The Mayor, Mayor Pro Tempore, City Manager, Finance Director, City Clerk and all other officers of the City are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution, the Escrow Agreement and the Loan Agreement. Whenever any officer of the City is authorized to execute or countersign any document or take any action contemplated by this Resolution, the Escrow Agreement and the Loan Agreement, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 9. The Council hereby finds and determines that it has taken all of the foregoing actions, and made all of the foregoing findings, in full compliance with the law, and that all prior proceedings taken with respect to the Project were duly considered, and are hereby considered valid and in conformity with the requirements of law.

Section 10. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 13th day of January, 2014; motioned by Councilmember ______, seconded by Councilmember ______, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:	**APPROVED:**
____________________________	____________________________
Annabelle H. Aguilar, CMC **City Clerk**	**Richard D. O'Brien** **Mayor**

Attachment: Copy of the executed Loan Agreement and Escrow Agreement

SERIES 2014 WASTEWATER LOAN AGREEMENT

Dated as of January 1, 2014

By and Between

CITY OF RIVERBANK

And

MUNICIPAL FINANCE CORPORATION

Providing for the

$__________
CITY OF RIVERBANK
SERIES 2014 WASTEWATER REVENUE LOAN
(WASTEWATER SYSTEM IMPROVEMENT PROJECT)

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WASTEWATER LOAN AGREEMENT

THIS SERIES 2014 WASTEWATER LOAN AGREEMENT, (this "Loan Agreement"), dated for convenience as of January 1, 2014, is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Lender"), and the CITY OF RIVERBANK, a municipal corporation and general law city, duly organized and validly existing under the laws of the State of California (the "City");

W I T N E S S E T H:

WHEREAS, the City presently owns and operates certain facilities and property for its wastewater system (the "Enterprise"), and in order to finance the acquisition and construction of various capital improvements to the Enterprise, the City proposes to accept a tax-exempt loan, hereby designated the "City of Riverbank, Series 2014 Wastewater Revenue Loan (Wastewater System Improvement Project)" (the "Loan") from the Lender pursuant to terms and conditions of this Loan Agreement; and

WHEREAS, the principal of and interest and redemption premium (if any) on the Loan, and any bonds or other obligations issued on a parity therewith as provided herein, will be payable from and secured by a pledge of and lien on the Net Revenues derived from the Enterprise, as expressly set forth in this Loan Agreement; and

WHEREAS, in order to provide for the execution and delivery of this Loan Agreement, to establish and declare the terms and conditions upon which the Loan is to be made and secured, and to secure the payment of the principal thereof, premium (if any) and interest thereon, the City has authorized the execution and delivery of this Loan Agreement; and

WHEREAS, all things necessary to make the Loan when issued, executed and delivered, the valid and binding obligation of the City, and to constitute this Loan Agreement as a valid pledge of the revenues herein pledged to the payment of the principal of, prepayment premium, if any, and interest on the Loan have been done and performed, as required by law, and the City is now fully authorized to enter into this Loan Agreement, subject to the terms hereof;

NOW, THEREFORE, THIS LOAN AGREEMENT WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on the Loan at any time outstanding under this Loan Agreement, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Loan is premised, and in consideration of the premises and of the mutual covenants herein contained and of the making of the Loan by the Lender, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree, for the benefit of the Lender from time to time of the Loan, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

"2005 Bonds" means the Riverbank Public Financing Authority, 2005 Refunding Revenue Bonds, Series A (Wastewater Project), issued on February 3, 2005 in the original principal amount of $4,475,000 pursuant to the provisions of the Bond Law and the 2005 Indenture.

"2005 Installment Sale Agreement" means that certain installment sale agreement, dated as January 1, 2005, by and between the City and the Authority, relating to the 2005 Bonds.

"2005 Indenture" means that certain indenture of trust agreement, dated as of January 1, 2005, by and between the Authority and U.S. Bank National Association, as the 2005 Trustee.

"2005 Trustee" means U.S. Bank National Association, or any successor thereto acting as 2005 Trustee pursuant to the 2005 Indenture.

"Acquisition," "Acquire" or "Acquisition and Construction" means, with respect to any portion of the Project, the acquisition, construction, improvement, equipping, renovation, remodeling or reconstruction thereof.

"Additional Revenues" means, with respect to the issuance of any Parity Obligations, any or all of the following amounts:

(a) An allowance for Net Revenues from any additions or improvements to or extensions of the Enterprise to be made with the proceeds of such Parity Obligations and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of the latest Fiscal Year or for any more recent consecutive twelve (12) month period selected by the City, were not in service, all in an amount equal to ninety percent (90%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of an Independent Engineer.

(b) An allowance for Net Revenues arising from any increase in the charges made for service from the Enterprise which has become effective (or adopted but not yet effective) prior to the incurring of such Parity Obligations but which, during all or any part of the latest Fiscal Year or for any more recent consecutive twelve (12) month period selected by the City, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or twelve (12) month period, all as shown by the certificate or opinion of an Independent Financial Consultant.

"Assignee" means (a) initially, City National Bank, as assignee of certain rights of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation shall be assigned hereunder.

"Authorized Representative" means the City's Mayor, Mayor Pro Tempore, City Manager, Finance Director, City Clerk, or any other person designated as an Authorized Representative of the City by a Certificate of the City signed by its Mayor, Mayor Pro Tempore, or City Manager and filed with the City.

"Bond Counsel" means (a) The Weist Law Firm, and (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions in the State of California are not closed.

"Certificate," "Request" and "Requisition" of the City means a written certificate, request or requisition signed in the name of the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"City" means the City of Riverbank, a municipal corporation and general law city duly organized and validly existing under and by virtue of the laws of the State of California.

"City Manager" means the City Manager of the City, or any other person designated by the City Manager to act on behalf of the City Manager.

"Closing Date" means the date on which the Loan is funded by the Lender.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury regulations, including temporary and proposed regulations relating to each such section that are applicable to the Parity Obligations or the use of the proceeds thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City relating to the execution and delivery of this Loan Agreement, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Escrow Agent (which shall include any associated legal fees), legal fees and charges, insurance fees and charges, financial and other professional consultant fees, and fees for execution, transportation and safekeeping of this Loan Agreement and charges and fees in connection with the foregoing.

"Council" means the City Council of the City.

"County" means the County of Stanislaus, California.

"Debt Service" means, for any Fiscal Year, the sum of (l) the interest falling due during such Fiscal Year on all Parity Obligations that are outstanding under the documents or agreements pursuant to which they were issued, assuming that all outstanding serial Parity Obligations are retired as scheduled and that all outstanding term Parity Obligations are redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in Federal Securities that mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged), (2) the principal amount of all serial Parity Obligations (that are outstanding under the documents or agreements pursuant to which they were issued) falling due by their terms during such Fiscal Year, and (3) the minimum amount of term Parity Obligations (that are outstanding under the documents or agreements pursuant to which they were issued) required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that, (A) whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or if the Parity Obligations are not yet outstanding, the initial rate (if established and binding), (ii) if the Parity Obligations have been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (x) if interest on the Parity Obligations is excludable from gross income under the applicable provisions of the Code, the most recently published The Bond Buyer Bond Revenue Index (or comparable index if no longer published) plus one hundred fifty (150) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus one hundred fifty (150) basis points, and (B) for purposes of calculating the Debt Service on any Parity Obligation requiring a balloon payment at maturity, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or (ii) six percent (6%), and the principal shall be assumed to be fully amortized, solved for substantially level debt service, over a period of fifteen (15) years from the date of calculation.

"Default Rate" means a rate of interest equal to the interest rate with respect to the Loan Payments, plus 3%.

"Enterprise," "Wastewater Enterprise" or "Wastewater System" means, collectively, the entire wastewater collection, treatment and disposal system owned or operated by the City, including, but not limited to, any and all properties and assets, real and personal, tangible and intangible, of the City, now or hereafter existing, used or pertaining to the disposal or reuse of wastewater, including sewage treatment plants, intercepting and collecting wastewaters, outfall, force mains, pumping stations, ejector stations, pipes, valves, machinery and all other appurtenances necessary, useful or convenient for the collection, treatment, purification or disposal of sewage, and any necessary lands, rights of way and other real or personal property useful in connection therewith, and all additions, extensions, expansions, improvements and betterments thereto and equippings thereof.

"Existing Parity Obligations" means ___________________________________, which are payable from and secured by a pledge of and lien upon any of the Net Revenues on parity with the Loan and corresponding Loan Payments.

"Event of Default" means an event described in Section 6.1 hereof.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; and (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are fully, unconditionally and directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Fiscal Year" means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the City, as applicable, as its official fiscal year period.

"Generally Accepted Accounting Principles" means the generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Independent Certified Public Accountant" means any firm of certified public accountants appointed by the City that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Independent Engineer" means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to wastewater systems similar to the Enterprise, appointed and paid by the City, and who or each of whom:

(1) is in fact independent and not under the domination of the City;

(2) does not have a substantial financial interest, direct or indirect, in the City; and

(3) is not connected with the City as a board member, officer or employee of the City, but may be regularly retained to make reports to the City.

"Independent Financial Consultant" means a financial consultant qualified in the field of municipal finance, appointed and paid by the City, and who:

(1) is in fact independent and not under the domination of the City or any member thereof;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as an officer or employee of the City or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the City.

"Insurance Consultant" means any nationally recognized independent actuary, insurance company or broker that has actuarial personnel knowledgeable with respect to insurance carried, by, required for and available to special districts operating facilities similar to the Enterprise, including a pooled self-insurance program in which premiums are established on the basis of the recommendation of an actuary of national reputation.

"Interest Account" means the account by that name in the Revenue Fund established pursuant to Section 4.3 hereof.

"Interest Component" means the portion of each Loan Payment designated as Interest Component, as such is set forth on Exhibit A hereto.

"Lender" means Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California. Whenever in this Loan Agreement any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

"Loan" means the City of Riverbank, Series 2014 Wastewater Revenue Loan (Wastewater System Improvement Project), made pursuant to this Loan Agreement.

"Loan Agreement" means this Loan Agreement, dated as of January 1, 2014, between the Corporation and the City.

"Loan Payments" means all payments required to be paid by the City, as such is set forth on Exhibit A hereto, on each Loan Payment Date pursuant to Section 4.2, and including any prepayment thereof pursuant to Section 3.4 or 3.5 hereof.

"Loan Proceeds" means the $__________ amount received by the City from the Lender on the Closing Date.

"Loan Payment Date" or "Payment Date" means August 1 and February 1 of each year, commencing August 1, 2014, and continuing to and including the date on which the Loan Payments have been paid in full.

"Maintenance and Operation Costs" means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Enterprise, including but not limited to (a) costs of acquisition of water to be used by the Enterprise in treating wastewater, (b) costs of electricity and other forms of energy supplied to the Enterprise, (c) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, (d) the reasonable administrative costs of the City attributable to the operation and maintenance of the Enterprise, and (e) all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms hereof or of any resolution authorizing the issuance of any Parity Obligations or of such Parity Obligations, such as compensation, reimbursement and indemnification of the trustee for any such Parity Obligations and fees and expenses of Independent Certified Public Accountants and independent engineers, but in all cases excluding (i) debt service payable on obligations incurred by the City with respect to the Enterprise, including but not limited to the Loan Payments and any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the City has notice or knowledge and which, (i) if determined adversely to the City, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exclusion of interest with respect to the Loan Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the City to perform its obligations under this Loan Agreement.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis, or the (c) the validity or enforceability of this Loan Agreement.

"Maximum Annual Debt Service" means the greatest amount of Debt Service with respect to the Parity Obligations to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

"Net Proceeds" means insurance proceeds or an eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Project or the Enterprise, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues" means for any period, all of the Revenues during such period less all of the Maintenance and Operation Costs during such period.

"Parity Obligations" means the Loan and corresponding Loan Payments, the Existing Parity Obligations, and all other bonds, notes, loan agreements, installment sale agreements, leases, or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues incurred on a parity with the Loan, issued in accordance with Section 5.13 hereof.

"Parity Obligations Documents" means, collectively, the indenture of trust, trust agreement, installment sale agreement, loan agreement or other document authorizing the issuance of any Parity Obligations or any securities which evidence Parity Obligations.

"Parity Payments" means all payments scheduled to be paid by the City under Parity Obligations.

"Permitted Investments" means any of the following which at the time of investment are determined by the City to be legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including: Export-Import Bank, Farmers Home Administration, General Services Administration, U.S. Maritime Administration, Small Business Administration, Government National Mortgage Association, U.S. Department of Housing & Urban Development, and Federal Housing Administration;

(c) bonds, notes or other evidences of indebtedness rated AAA by S&P and Aaa by Moody's issued by the Fannie Mae or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(d) U.S. dollar denominated deposit accounts, unsecured certificates of deposit, demand deposits, including interest bearing money market accounts, trust deposits, trust accounts, time deposits, overnight bank deposits, interest-bearing deposits, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of A-1 or A-1+ by S&P and P-1 by Moody's, and maturing no more than 360 days after the date of purchase;

(e) commercial paper which is rated at the time of purchase in the single highest classification, A-1+ by S&P and P-1 by Moody's and which matures not more than 270 days after the date of purchase;

(f) investments in a money market mutual fund, rated at the time of purchase AAAm or AAAm-G or better by S&P;

(g) Repurchase and reverse repurchase agreements collateralized with Federal Securities;

(h) any pre-refunded bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, at the time of purchase, based on the refunding escrow, in the highest rating category of S&P and Moody's or (ii)(A) which are fully secured as to principal and interest and redemption premium (if any) by a fund consisting only of cash or Federal Securities, which fund may be applied only to the payment of such principal of and interest and redemption premium (if any) in such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates under such irrevocable instructions, as appropriate, and (B) which fund is sufficient, as verified by an Independent Accountant, to pay principal of and interest and redemption premium (if any) on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(i) investment agreements, which are rated, at the time of investment, in the highest rating category of S&P and Moody's;

(j) the Local Agency Investment Fund established under Section 16429.1 of the Government Code of the State of California; and

(k) any other investment permitted under Section 53601 of the California Government Code.

"<u>Principal Account</u>" means the account by that name in the Revenue Fund established pursuant to Section 4.3 hereof.

"<u>Principal Component</u>" means the portion of each Loan Payment designated as Principal Component, as such is set forth on Exhibit A hereto.

"<u>Project</u>" means the land, improvements, equipment and other property comprising the project described more fully in Exhibit B attached hereto and by this reference incorporated herein, as such description may be amended by the City from time to time pursuant to and in accordance with the terms hereof.

"<u>Project Costs</u>" means, with respect to the Project, all costs of the acquisition, construction and installation thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and installation of the Project;

(b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the Project;

(d) all costs of engineering and architectural services, including the actual out-of-pocket costs for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project;

(e) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the Project;

(f) all financing costs incurred in connection with the acquisition, construction and installation of the Project; and

(g) the interest components of the Installment Payments allocable to the Project that come due during the period of acquisition, construction and installation of the Project.

"Project Fund" means the fund by that name established pursuant to Section 3.7 hereof.

"Rate Stabilization Fund" means the fund by that name established and maintained pursuant to Section 5.3(d) hereof.

"Request of the City" or "Written Request" means a request in writing signed by the Mayor, Mayor Pro Tempore, City Manager, Finance Director, City Clerk or by any other officer of the City duly authorized for that purpose.

"Resolution" means the Resolution No. _______, adopted by the City Council of the City on January 13, 2014, authorizing the execution and delivery of this Loan Agreement, and otherwise providing for the execution and delivery of the Loan.

"Revenue Fund" means the fund by that name established and maintained pursuant to Section 4.3 hereof.

"Revenues" means all gross income and revenue received or receivable by the City from the ownership and operation of the Enterprise, calculated in accordance with Generally Accepted Accounting Principles, including all rates, fees, charges (including connection fees), insurance proceeds and condemnation awards received by the City and all other income and revenue howsoever derived by the City from the Enterprise; provided, however, that (i) any specific charges levied for the express purpose of reimbursing others for all or a portion of the cost of the acquisition or construction of specific wastewater facilities, (ii) grants that are designated by the grantor for a specific wastewater purpose and are therefore not available for other purposes, (iii) customers' wastewater related deposits or any other wastewater related deposits subject to refund until such deposits have become the property of the City, (iv) the proceeds of any *ad valorem* property taxes, and (v) the proceeds of any special assessments or special taxes levied upon real property within any improvement City served by the City for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Enterprise, are not Revenues and are not subject to the lien hereof. Notwithstanding the foregoing, there shall be deducted from Revenues any amounts (of Revenues) transferred into the Rate Stabilization Fund as contemplated by Section 5.3(d) hereof, and there shall be added to Revenues any amounts transferred out of the Rate Stabilization Fund and into the Revenue Fund, as contemplated by Section 5.3(d) hereof.

"State" means the State of California.

"Subordinate Debt" means indebtedness or other obligations (including but not limited to leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the pledge and lien securing the Loan Payments.

"Tax Regulations" means temporary and permanent regulations promulgated under or with respect to Sections 103, 141, 148 and all related sections of the Code.

"Term" or "Term of this Loan Agreement" means the time during which this Loan Agreement is in effect, as provided in Section 3.3 hereof.

Section 1.2. Liability of City Limited to Net Revenues. Notwithstanding anything to the contrary contained in this Loan Agreement, the City shall not be required to advance any money derived from the proceeds of any taxes collected for the use and benefit of the City, or from any source of income other than the Net Revenues, for the payment of the principal of or interest or prepayment premiums, if any, on the Loan or for the performance of any covenants herein contained, nor for the maintenance and operation of the Enterprise from any source of income other than the Revenues. The City may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness. The Loan shall be payable exclusively from the Net Revenues as in this Loan Agreement provided. The credit or taxing power of the City is not pledged for the payment of the Loan or its interest. The Lender shall never have the right to compel the exercise of the taxing power of the City. The principal of and interest on the Loan and any prepayment premiums upon the prepayment thereof shall not be a debt of the City, nor a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income, receipts, or revenues, except the Net Revenues pledged to the payment thereof as provided in this Loan Agreement.

Section 1.3. Benefits of Loan Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City and the Lender any right, remedy or claim under or pursuant hereto. Any agreement or covenant required herein to be performed by or on behalf of the City shall be for the sole and exclusive benefit of the Lender.

Section 1.4. Successor Is Deemed Included in all References to Predecessor. Whenever the City is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City, and all agreements and covenants required hereby to be performed by or on behalf of the City shall bind and inure to the benefit of the successors thereof whether so expressed or not.

Section 1.5. Waiver of Personal Liability. No member of the Council and no officer, agent, or employee of the City, or of any department or agency thereof, shall be individually or personally liable for the payment of the principal of or interest on the Loan, but nothing contained herein shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or hereby.

Section 1.6. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. Words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Loan Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 1.7. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or the Loan; but the Lender shall retain all the rights and benefits accorded to it under any applicable provisions of law. The City hereby declares that it would have adopted this Loan Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 1.8. Designation as "Qualified Tax-Exempt Obligations." The Council reasonably anticipates that the City and all subordinate entities and all entities that issue obligations on its behalf will not issue more than ten million dollars of tax exempt obligations (excluding private activity bonds) during calendar year 2014. The Council hereby designates the Loan and Loan Agreement as a qualified tax exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

ARTICLE II

REPRESENTATIONS OF THE CITY

Section 2.1. Representations of the City. The City makes the following representations:

(a) The City is a municipal corporation and general law city duly organized and existing under and pursuant to the laws of the State of California.

(b) The City has full legal right, power and authority to enter into this Loan Agreement and to enter into the transactions contemplated herein, and to carry out its obligations under the Loan Agreement and the transactions contemplated herein, and to carry out its obligations hereunder and thereunder.

(c) With the exception of the pledge of the Net Revenues relating to the Existing Parity Obligations and hereunder, the Net Revenues have not otherwise been pledged and there are no other liens against the Net Revenues, senior to, or on parity with the Loan Payments.

(d) The City's comprehensive annual financial report for the period ended June 30, 2012, presents fairly the financial condition of the City and the Enterprise as of the date hereof and the results of operation for the period covered thereby. Except as has been disclosed to the Lender, there has been no change in the financial condition of the City or the Enterprise since June 30, 2012, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under this Loan Agreement. All information provided by the City to the Lender with respect to the financial performance of the Enterprise is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(e) As currently conducted, the City's activities with respect to the Enterprise are in all material respects in compliance with all applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject.

(f) The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, or any obligation of the same general nature as the Loan, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(g) As long as the Loan of the City is outstanding, the City will notify the Lender or its designee, within 30 days, following the date of an event that will have a material impact on the financial condition of the City.

(h) Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound or constitutes a default under any of the foregoing.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the best knowledge of the City, threatened against or affecting the City or affecting the corporate existence of the City or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the entering into of this Loan Agreement or in any way contesting or affecting the transactions contemplated hereby or thereby or the validity or enforceability of this Loan Agreement or contesting the powers of the City or any authority for the execution and delivery of this Loan Agreement.

(j) The Loan Agreement is a valid and binding obligation of the City enforceable in accordance with its terms.

(k) The City has duly authorized and executed this Loan Agreement in accordance with the laws of the State.

(l) No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(m) Since the most current date of the information, financial or otherwise, supplied by the City to the Lender:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect;

(ii) The City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; and

(iii) The City has not (A) incurred any material indebtedness, other than the Loan Payments and trade accounts payable arising in the ordinary course of the City's business and not past due, or (B) guaranteed the indebtedness of any other person.

ARTICLE III

TERMS OF THE LOAN

Section 3.1. Obligation to Make Loan; Amount and Application of Loan Proceeds. The Lender hereby agrees to lend to the City, and the City hereby agrees to borrow from the Lender, the amount of $__________ under the terms and provisions set forth in this Loan Agreement. The Loan shall be made by the Lender to the City in immediately available funds on the Closing Date. The Lender hereby agrees to apply a portion of the Loan Proceeds in the amount of $________ to be applied to pay the costs incurred in connection with the making of the Loan, as directed in writing by the City. The City agrees on the Closing Date to direct that the remaining balance of the Loan Proceeds, in the amount of $__________, be wire transferred to the City for deposit into the Project Fund, for the purpose of paying Project Costs. The Loan Proceeds are estimated to be sufficient to pay the estimated Acquisition and Construction Costs of the Project and the Cost of Issuance. In the event said amount in the Project Fund is insufficient to pay the construction cost for the Project, the City agrees to contribute the amount necessary to pay the balance of the Acquisition and Construction Costs. The City agrees that the payment of such contribution will have no effect on the City's obligations created in this Loan Agreement.

Section 3.2. Acquisition and Construction of the Project. The City hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided, for the Acquisition and Construction of the Project in accordance with plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the City pursuant to all applicable requirements of law. Direct payment of the Project Costs shall be made from amounts on deposit in the Project Fund, pursuant to Section 3.8 hereof. All contracts for, and all work relating to, the Acquisition and Construction of the Project shall be subject to all applicable provisions of law relating to the acquisition and construction of public works by the City. The City expects that the Acquisition and Construction of the Project will be completed on or before January 1, 2016; provided, however, that the failure to complete any Project by January 1, 2016 shall not constitute an Event of Default hereunder or a grounds for termination hereof, nor shall such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder.

The City shall have the right from time to time in its sole discretion to amend the description of the Project to be financed by the City hereunder. In order to exercise such right, the City shall file with the Lender an amended Exhibit B hereto.

Upon the completion of the Acquisition and Construction of the Project, the amounts, if any, on deposit in the Project Fund shall be transferred by the City for deposit in the Enterprise utility fund and the City shall close the Project Fund; provided, however, if such amount is equal to or greater than one year of Debt Service on the Loan, then such amounts shall be (i) used by the City for other Enterprise projects, or (ii) transferred to the Enterprise utility fund after delivery to the Lender of an opinion of Bond Counsel that such transfer will not adversely affect the tax-exempt status of the interest on the Loan for federal income tax purposes.

Section 3.3. Term of the Loan. The Term of this Loan Agreement shall commence on the Closing Date, and shall end on the date on which the Loan shall be paid in full or provision for such payment shall be made as provided herein.

Section 3.4. Optional Prepayment. The City shall have the option to prepay the unpaid Principal Components of the Loan in whole or in part (but if in part, only one time a year on a Loan Payment Date, and only in minimum increments of $25,000; except in the case where the total unpaid Principal Components is less than $25,000, which then may be paid in full for the remaining balance thereof), on any date, by paying a prepayment price equal to the aggregate amount of Principal Components to be prepaid, together with the accrued interest thereon to the date fixed for redemption, plus a prepayment premium of one percent (1%) of the Principal Component to be prepaid.

The City shall give the Lender notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise.

Section 3.5. Prepayment upon Casualty Loss or Governmental Taking. At the City's option, and upon thirty (30) days' prior written notice to the Lender, the Loan shall be subject to prepayment as a whole or in part on any date, from the Net Proceeds of casualty insurance or a governmental taking of the Enterprise or portions thereof by eminent domain proceedings, under the circumstances and upon the conditions and terms prescribed herein, or in the event of taxability pursuant to Section 5.21 or otherwise, at a prepayment price equal to the sum of the principal prepaid plus accrued interest thereon to the date fixed for prepayment, without premium.

Section 3.6. Execution of the Loan Agreement. The execution of this Loan Agreement by an Authorized Representative shall constitute conclusive evidence of such officers' and the Council's approval hereof, including any changes, insertions, revisions, corrections, or amendments as may have been made hereto.

Section 3.7. Project Fund. The City shall establish, maintain and hold in trust a separate special trust fund to be designated the "2014 Project Fund" (herein referred to as the "Project Fund"). There shall be deposited in the Project Fund the amounts indicated in Section 3.1 of this Loan Agreement. The Project Fund shall be kept separate and apart from all other funds and accounts held by the City and shall be administered as provided herein.

Section 3.8. Application of Loan Proceeds. The Project Fund money shall be deposited in an account of the City so designated with ______________, Riverbank, California (Account #____________), and shall be invested only in Permitted Investments. Said account shall require that any withdrawals therefrom shall first require the signature of an Authorized Representative of a Requisition of the City, in a form which: (A) states with respect to each disbursement to be made (i) the name and address of the person, firm or corporation to whom payment will be made, (ii) the amount to be disbursed, (iii) that each obligation mentioned therein is a proper charge against the Project Fund and has not previously been disbursed by the City from amounts in the Project Fund, (iv) that the amount of such disbursement is for a Project Cost, and (v) that no Material Adverse Effect has occurred or is occurring; (B) specifies in reasonable detail the nature of the obligation; and (C) is accompanied by a bill or statement of account (if any) for each obligation.

Section 3.9. Reserved.

Section 3.10. Assignment by the Lender. The Lender's right, title and interest in and to this Loan Agreement and all proceeds, with prior written notice to the City, may be assigned and reassigned to one or more assignees or sub-assignees by Lender, without the necessity of obtaining the consent of City; provided, that such assignment shall not result in more than thirty-five (35) assignees or sub-assignees of the Lender's rights and interests in the Loan Agreement, or that such assignment shall not result in the creation of any interest in the Loan Agreement in an aggregate principal amount that is less than one hundred thousand dollars ($100,000); and further provided that all such assignees or sub-assignees first represent in writing to Lender that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither the Loan Agreement or the Loan will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the present intention of such purchaser to acquire such interest (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

Section 3.11. Closing Conditions. The Lender has entered into this Loan Agreement in reliance upon the representations and warranties of the City contained in this Loan Agreement and to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of the obligations of the City pursuant to this Loan Agreement at or prior to the Closing Date. Accordingly, the obligation of Lender to consummate the Loan and execute this Loan Agreement is subject to the fulfillment to the reasonable satisfaction of the Lender of the following conditions:

(a) The representations and warranties of the City contained in this Loan Agreement shall be true, complete and correct on the Closing Date.

(b) All representations, warranties and covenants made herein, and in certificates or other instruments delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on their behalf.

(c) On the Closing Date, the Resolution and this Loan Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender.

(d) On the Closing Date, the City will have adopted and there will be in full force and effect such resolutions as in the opinion of Bond Counsel and counsel to the Lender shall be necessary in connection with the transactions contemplated by this Loan Agreement, and all necessary action of the City relating to the issuance of the Loan will have been taken, will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender.

(e) At or prior to the Closing Date, the Lender will have received the following documents:

(i) the approving opinions, dated the Closing Date and addressed to the Lender, of Bond Counsel in form and content satisfactory to the Lender and its counsel, (I) addressing the tax-exempt status of the interest on the Loan, (II) the Loan Agreement has been duly authorized, executed and delivered by the City and is a legal, valid and binding obligation of the City, enforceable in accordance with its terms subject to customary exceptions for bankruptcy and judicial discretion, and (III) the 2005 Bonds have been legally defeased;

(ii) a certificate or certificates, dated the date of the Closing and signed on behalf of the City by an Authorized Representative, to the effect that (I) the representations and warranties contained in this Loan Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the Closing Date; (II) no litigation of any nature is then pending or, to his or her knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Loan or the levy or collection of revenues to pay the principal thereof and interest thereon, questioning the proceedings and authority by which such pledge is made, affecting the validity of the Loan or contesting the existence or boundaries of the City or the title of the present officers to their respective offices; (III) no authority or proceedings for the issuance of the Loan has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Loan has been filed with or received by the City; and (IV) the City has complied with all the agreements and covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing Date;

(iii) a certified copy of the Resolution;

(iv) the items required by the Resolution as conditions for execution and delivery of the Loan;

(v) a non-arbitrage tax certificate of the City, in form and substance satisfactory to Bond Counsel;

(vi) the filing copy of the Information Return Form 8038-G; and

(vii) such additional legal opinions, certificates, instruments and other documents as the Lender or its counsel may reasonably request to evidence the truth and accuracy, as of the date of this Loan Agreement and as of the Closing Date, of the representations, warranties, agreements and covenants of the City contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

ARTICLE IV

SECURITY

Section 4.1. Pledge of Net Revenues. The City hereby irrevocably pledges all of the Net Revenues and amounts on deposit in the Revenue Fund to the punctual payment of the Loan Payments. This pledge shall constitute a first lien on the Net Revenues for the payment of the Loan in accordance with the terms hereof, which lien is on parity with the lien on Net Revenues that secures the payment of Parity Obligations. The Net Revenues will not be used for any other purpose while any of the Loan Payments are unpaid.

Section 4.2. Repayment of the Loan. The City hereby agrees to repay the Loan from Net Revenues in the aggregate principal amount of $__________ together with interest (calculated at the rates set forth in Exhibit A hereto) on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semi-annual Loan Payments in the respective amounts and on the respective Loan Payment Dates specified in Exhibit A hereto, and by this reference made a part hereof.

The Loan Payments shall be paid by the City to the Assignee either by check or wire as follows:

Payments by wire:
Bank Name:
Address:
Account Name:
ABA#:
Account#:
Reference: City of Riverbank #

Section 4.3. Revenues; Establishment and Application of Revenue Fund. The City hereby covenants and agrees to establish, maintain and hold in trust a separate special trust fund to be designated the "Revenue Fund" (herein referred to as the "Revenue Fund") so long as the Loan remains outstanding. Within the Revenue Fund the City shall establish and maintain a separate Interest Account, Principal Account and Redemption Account therein. The Revenue Fund shall be kept separate and apart from all other funds and accounts held by the City and shall be administered as provided herein. The City hereby covenants and agrees that all Revenues, when and as received, will be received and held by the City in trust for the benefit of the Lender and owners of any Parity Obligations, and will be allocated and deposited by the City in the Revenue Fund. All Revenues shall be disbursed, allocated and applied solely to the uses and purposes set forth as follows:

(a) All Revenues in the Revenue Fund shall be set aside or used by the City or deposited by the City with the trustee or fiscal agent with respect to Parity Obligations, as the case may be, as follows and in the following order of priority:

(1) Maintenance and Operation Costs. In order to carry out and effectuate the pledge and lien contained herein, the City agrees and covenants to pay all Maintenance and Operation Costs of the Enterprise (including amounts reasonably required to be set

aside in contingency reserves for the Enterprise, the payment of which is not then immediately required) from the Revenue Fund as they become due and payable. The City shall annually prepare a budget for Maintenance and Operation Costs.

(b) All Net Revenues remaining in the Revenue Fund (after payment of all Maintenance and Operation Costs) on each Loan Payment Date, shall transferred by the City from the Revenue Fund and allocated to the following respective accounts (each of which the City shall establish and maintain within the Revenue Fund), the following amounts in the following order of priority, the requirements of each such account (including the funding of any deficiencies in any such account resulting from insufficient Net Revenues necessary to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On each Loan Payment Date, the City shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Loan Payment Date on all outstanding Parity Obligations, the amount of interest becoming due and payable on the next redemption date on the Loan to be redeemed (other than pursuant to mandatory sinking account redemption). No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest becoming due and payable upon all outstanding Parity Obligations on such Loan Payment Date. All moneys in the Interest Account shall be used and withdrawn by the City solely for the purpose of paying interest on the Parity Obligations as it shall become due and payable (including accrued interest on any Parity Obligations purchased or redeemed prior to maturity pursuant to this Loan Agreement). In the event that the amounts on deposit in the Interest Account on any Loan Payment Date are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the outstanding Parity Obligations, the City shall apply such amounts to the payment of interest on each of the outstanding Parity Obligations on a pro rata basis.

(2) Principal Account. On each Loan Payment Date on which the principal of Parity Obligations is payable, the City shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Parity Obligations coming due and payable on such Loan Payment Date, the amount of principal becoming due and payable on any mandatory sinking account payment due on all outstanding Parity Obligations, if any, and an amount due on the next redemption date on any Parity Obligations to be redeemed (other than pursuant to mandatory sinking account redemption). All moneys in the Principal Account shall be used and withdrawn by the City solely for the purpose of paying the principal of the Parity Obligations at the maturity date or upon early redemption, as the case may be. In the event that the amounts on deposit in the Principal Account on any Loan Payment Date are insufficient for any reason to pay the aggregate amount of principal then coming due and payable on the outstanding Parity Obligations, the City shall apply such amounts to the payment of principal on each of the outstanding Parity Obligations on a pro rata basis.

(3) Redemption Account. The City shall establish and maintain a Redemption Account, amounts in which shall be used and withdrawn by the City solely for the purpose of paying the principal of and premium (if any) on the Principal Components to be redeemed pursuant to Section 3.4 or 3.5.

(4) Reserve Accounts. Payments required to replenish any debt service reserve accounts established for Parity Obligations shall be made in accordance with the terms hereof and such Parity Obligations Documents, without preference or priority, and in the event of any insufficiency of such moneys, ratably without any discrimination or preference.

(5) Subordinate Debt Repayment. Payments relating to principal and interest on or with respect to Subordinate Debt in accordance with the terms of such Subordinate Debt, without preference or priority, and in the event of any insufficiency of such moneys, ratably based on the respective principal amounts (including any accreted value) without any discrimination or preference.

(6) Subordinate Debt Reserve Accounts. To make payments required with respect to Subordinate Debt to replenish reserve accounts established therefor in accordance with the terms of such Subordinate Debt, without preference or priority, and in the event of any insufficiency of such moneys, ratably based on the respective principal amounts (including any accreted value) without any discrimination or preference.

(7) General Expenditures. For any lawful purpose of the City, including, but not limited to, any costs of capital improvements to the Enterprise.

Section 4.4. Special Obligation of the City; Obligations Absolute. The City's obligation to pay the Loan Payments shall be a special obligation of the City limited solely to Net Revenues and amounts on deposit in the Revenue Fund. Under no circumstances shall the City be required to advance moneys derived from any source of income other than Net Revenues and other sources specifically identified herein for the payment of the Loan Payments, nor shall any other funds or property of the City be liable for the payment of the Loan Payments. Notwithstanding the foregoing provisions of this Section, however, nothing herein is intended to prohibit the City voluntarily from making any payment hereunder from any source of available funds of the City.

The obligations of the City to pay the Loan Payments from Net Revenues, and to perform and observe the other agreements contained herein, shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the City, the Lender of any obligation to the City or otherwise with respect to the Enterprise, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Lender. Until such time as all of the Loan Payments shall have been fully paid or prepaid, the City (a) will not suspend or discontinue payment of any Loan Payments, (b) will perform and observe all other agreements contained in this Loan Agreement, and (c) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprise, sale of the Enterprise, the taking by eminent domain of title to or temporary use of any component of the Enterprise, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

Section 4.5. Reduction upon Partial Prepayment. In the event the City prepays less than all of the remaining Principal Components of the Loan Payments pursuant to Sections 3.4 or 3.5 hereof, the amount of such prepayment shall be applied by the Lender to the outstanding Principal Components in inverse order of maturity, unless otherwise requested by City and agreed to by Lender in its reasonable discretion.

Section 4.6. Rate on Overdue Loan Payments. In the event the City should fail to make any of the Loan Payments required in Section 4.2 hereof on or before the due date therefor, the Loan Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the Default Rate.

ARTICLE V

COVENANTS OF THE CITY

Section 5.1. Operation and Maintenance of the Enterprise. The City will maintain and preserve the Enterprise in good repair and working order at all times and will operate the Enterprise in an efficient and economical manner and will pay all Maintenance and Operation Costs of the Enterprise as they become due and payable.

Section 5.2. Against Sale or Other Disposition of Property. The City will not sell, lease, or otherwise dispose of the Enterprise or any part thereof essential to the proper operation of the Enterprise or to the maintenance of the Revenues. The City will not enter into any agreement or lease that impairs the operation of the Enterprise or any part thereof necessary to secure adequate Revenues for the payment of the Loan or that would otherwise impair the rights of the City with respect to the Revenues or the operation of the Enterprise. Any real or personal property that has become nonoperative or that is not needed for the efficient and proper operation of the Enterprise, or any material or equipment that has become worn out, may be sold at not less than the fair market value thereof. The City shall deposit the proceeds of such sale in the Revenue Fund.

Section 5.3. Rates, Fees, and Charges. (a) The City will, at all times while the Loan remains outstanding, fix, prescribe and collect rates, fees and charges in connection with the Enterprise so as to yield Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts in the order set forth below:

(1) All Maintenance and Operation Costs of the Enterprise;

(2) The Debt Service payments and all other payments (including payments under reimbursement agreements) with respect to all Parity Obligations as they become due and payable;

(3) All amounts, if any, required to restore the balance in any reserve accounts established for Parity Obligations in accordance with the terms of such Parity Obligations Documents, without preference or priority; and

(4) All payments required to meet any other obligations of the City that are charges, liens, encumbrances upon, or which are otherwise payable from the Revenues during such Fiscal Year.

(b) Furthermore, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which are sufficient to yield estimated Net Revenues which are at least equal to one hundred fifteen percent (115%) of the aggregate amount of Debt Service on all Parity Obligations payable from Net Revenues coming due and payable during such Fiscal Year. The City may make adjustments, from time to time, in its rates, fees and charges as it deems necessary, but shall not reduce its rates, fees and charges below those in effect unless the Net Revenues resulting from such reduced rates, fees and charges shall at all times be sufficient to meet the requirements set forth in this paragraph.

(c) If the City violates the covenants set forth in subsections (a) or (b) hereof, such violation shall not, in and of itself, be a default under this Loan Agreement and shall not give rise to a declaration of an Event of Default so long as (i) Net Revenues (calculated without taking into account any amounts transferred into the Revenue Fund from the Rate Stabilization Fund pursuant to subsection (d) below), are at least equal to the Maximum Annual Debt Service coming due and payable during such Fiscal Year, and (ii) within 120 days after the date such violation is discovered, the City either (y) transfers enough moneys from the Rate Stabilization Fund sufficient to yield estimated Net Revenues which are at least equal to one hundred fifteen percent (115%) of the aggregate amount of Debt Service on all Parity Obligations payable from Net Revenues coming due and payable during such Fiscal Year in compliance with subsection (b) hereof, or (z) hires an Independent Financial Consultant to review the revenues and expenses of the Enterprise, and abides by such consultant's recommendations to revise the schedule of rates, fees, expenses and charges, and to revise any Maintenance and Operation Costs insofar as practicable, and to take such other actions as are necessary so as to produce Net Revenues to cure such violation for future compliance; *provided, however*, that, if the City does not, or can not, transfer from the Rate Stabilization Fund the amount necessary to comply with subsection (b) hereof, or otherwise cure such violation within twelve (12) months after the date such violation is discovered, an Event of Default shall be deemed to have occurred under Section 6.1(a)(2) hereof.

(d) There is hereby created a separate fund to be known as the "Rate Stabilization Fund," to be held and maintained by the City. The Rate Stabilization Fund is not pledged to secure payment of the Loan Payments. Amounts in the Rate Stabilization Fund shall be applied solely for the uses and purposes set forth in this subsection (d). The City shall have the right to deposit into the Rate Stabilization Fund from time to time any amount of funds which are legally available therefor; provided that deposits for each Fiscal Year may be made until (but not after) one hundred twenty (120) days following the end of such Fiscal Year.

For the purpose of computing the amount of Revenues for any Fiscal Year for purposes of the preceding subsection (a), or the amount of Net Revenues for any Fiscal Year for purposes of the preceding subsection (b), the City shall be permitted to transfer amounts on deposit in the Rate Stabilization Fund to the Revenue Fund, such transfers to be made until (but not after) one hundred twenty (120) days after the end of such Fiscal Year. In addition, the City shall be permitted to withdraw amounts on deposit in the Rate Stabilization Fund for any other lawful purpose. The Rate Stabilization Fund is not pledged to secure payment of the Loan Payments.

Section 5.4. Collection of Rates and Charges. The City will have in effect at all times rules and regulations requiring each consumer or customer located on any premises connected with the Enterprise to pay the rates, fees and charges applicable to such premises and providing for the billing thereof and for a due date and a delinquency date for each bill. Except in connection with the receipt of federal or State funding, the City will not permit any part of the Enterprise or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, or by any public agency (including the United States of America, the State of California and any city, county, district, political subdivision, public corporation or agency of any thereof).

Section 5.5. Competitive Facilities. Except for any utility system existing as of the date hereof, the City will not, to the extent permitted by law, acquire, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, authority, city, or political subdivision or any person whomsoever to acquire, maintain or operate within the City any utility system competitive with the Enterprise; provided, however, that the City may, with the written consent of the Lender, assign all or a portion of the Enterprise to another entity upon delivery to the Lender of an opinion of counsel experienced in the field of law relating to municipal bonds that such assignment will not adversely affect the tax-exempt status of the Loan, and provided such entity assumes the obligations of the City hereunder.

Section 5.6. Insurance. (a) The City will procure and maintain insurance on the Enterprise with commercial insurers or through participation in a joint powers insurance authority, in such amounts, with such deductibles and against such risks (including accident to or destruction of the Enterprise) as are usually insurable in accordance with industry standards with respect to similar enterprises.

In the event of any damage to or destruction of the Enterprise caused by the perils covered by such insurance, the proceeds of such insurance shall be applied to the repair, reconstruction or replacement of the damaged or destroyed portion of the Enterprise. The City shall cause such repair, reconstruction or replacement to begin promptly after such damage or destruction shall occur and to continue and to be properly completed as expeditiously as possible, and shall pay out of the proceeds of such insurance all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the Enterprise shall be free and clear of all liens and claims. If the proceeds received by reason of any such loss shall exceed the costs of such repair, reconstruction or replacement, the excess shall be applied to prepay the Loan and any other Parity Obligations, on a pro rata basis, in the manner provided in Section 3.5 hereof and in the instruments authorizing such Parity Obligations.

Alternatively, if the proceeds of such insurance are sufficient to enable the City to retire all outstanding Parity Obligations and all other amounts due hereunder, the City may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Enterprise, and thereupon such proceeds shall be applied to the prepayment of such Parity Obligations and to the payment of all other amounts due hereunder, and as otherwise required by the documents pursuant to which other Parity Obligations were issued.

(b) The City will procure and maintain commercial general liability insurance covering claims against the City for bodily injury or death, or damage to property, occasioned by reason of the ownership or operation of the Enterprise, such insurance to afford protection in such amounts and against such risks as are usually covered in connection with similar enterprises.

(c) The City will procure and maintain workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof; such insurance to cover all persons employed in connection with the Enterprise.

(d) All policies of insurance required to be maintained herein shall provide that the Lender shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

(e) In lieu of obtaining insurance coverage as required by this Section, such coverage may, with the prior written consent of the Lender, be maintained by the City in the form of self-insurance. The City shall certify to the Lender that (i) the City has segregated amounts in a special insurance reserve meeting the requirements of this Section; (ii) an Insurance Consultant certifies annually, on or before January 1 of each year in which self-insurance is maintained, in writing to the Lender that the City's general insurance reserves are actuarially sound and are adequate to provide the necessary coverage; and (iii) such reserves are held in a separate trust fund by an 'independent' trustee. Any statements of self-insurance shall be delivered to the Lender. The City shall pay or cause to be paid when due the premiums for all insurance policies required hereby.

The City shall cause the Lender to be named as an additional insured with respect to the City's liability insurance, and as a loss payee with respect to any property damage insurance. The City shall not allow any insurance to expire without thirty (30) days prior written notice to the Lender.

<u>Section 5.7</u>. <u>Eminent Domain</u>. If all or any part of the Enterprise shall be taken by eminent domain proceedings, the resulting Net Proceeds thereof shall be applied as follows:

(a) If (1) the City delivers to the Lender a Certificate of the City showing (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the City by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the Enterprise proposed to be acquired by the City from any Net Proceeds, and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements, and (2) on the basis of such certificate, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the City to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive); then the City shall promptly proceed with the acquisition of such additions, betterments, extensions or improvements substantially in accordance with such Certificate of the City and such Net Proceeds shall be applied for the payment of the costs of such acquisition, and any balance of such Net Proceeds not required by the City for such purpose shall be applied to prepay the Principal Components and any other Parity Obligations, on a pro rata basis, in the manner provided in Section 3.5 hereof and in the instruments authorizing such other Parity Obligations.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied to prepay the Principal Components and any other Parity Obligations, on a pro rata basis, in the manner provided in Section 3.5 hereof and in the instruments authorizing such other Parity Obligations.

Section 5.8. Additional Information. The City agrees to furnish to the Lender, promptly, from time to time, such information regarding the operations, financial condition and property of the City and the Enterprise as the Lender may reasonably request.

Section 5.9. Compliance with Law and Contracts. The City will faithfully comply with, keep, observe, and perform all valid and lawful obligations or regulations now or hereafter imposed on its operation of the Enterprise by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board, or commission having jurisdiction or control.

Section 5.10. Punctual Payment. The City will punctually pay the principal and interest to become due in respect of the Loan, in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not rescind this Loan Agreement for any cause.

Section 5.11. Reserved.

Section 5.12. Protection of Security and Rights of the Lender. The City will preserve and protect the security of the Loan and the rights of the Lender and will warrant and defend the Lender's rights against all claims and demands of all persons. From and after the Closing Date, the Loan shall be incontestable by the City.

Section 5.13. Parity Obligations.

(a) So long as the Loan is outstanding, the City shall not issue or incur any obligations payable from Revenues or Net Revenues senior or superior to the payment of Debt Service on the Loan. The City may, with the prior consent of the Lender (which will not unreasonably be withheld), at any time issue Parity Obligations payable from Net Revenues on a parity with Debt Service on the Loan to provide financing or refinancing for the Enterprise in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Obligations subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations:

(1) No Event of Default shall have occurred and be continuing;

(2) The Net Revenues (calculated without taking into account any amounts transferred into the Revenue Fund from the Rate Stabilization Fund pursuant to Section 5.3(d) hereof), calculated in accordance with Generally Accepted Accounting Principles, either (i) as shown by the books of the City for the latest Fiscal Year, as verified by a certificate of an Authorized Representative of the City, or (ii) as shown by the books of the City for any more recent twelve (12) month period selected by the City, as verified by a certificate or opinion of an Independent Certified Public Accountant employed by the City, plus in either case (at the option of the City) the Additional Revenues, shall be at least equal to one hundred fifteen percent (115%) of the amount of Maximum Annual Debt Service on all outstanding Parity Obligations and the Parity Obligations to be issued; and

(3) Except with respect to the Loan, and at the City's sole discretion, there shall be established from the proceeds of such Parity Obligations a reserve fund for the security of such Parity Obligations, in an amount equal to the lesser of (i) the maximum amount of debt service required to be paid by the City with respect to such Parity Obligations during any Fiscal Year and (ii) the maximum amount then permitted under the Code, in either event as certified in writing by the City.

The provisions of subsection (2) of this Section shall not apply to any Parity Obligations if, and to the extent that (i) all of the proceeds of such Parity Obligations (other than proceeds applied to pay costs of issuing such Parity Obligations and to make the reserve fund deposit required pursuant to subsection (3) of this Section) shall be deposited in an irrevocable escrow held in cash or invested in Federal Securities for the purpose of paying the principal of and interest and premium (if any) on such outstanding Parity Obligations, and (ii) at the time of the incurring of such Parity Obligations, the City certifies in writing that maximum annual debt service on such Parity Obligations will not exceed Maximum Annual Debt Service on the outstanding Parity Obligations being refunded, and (iii) the final maturity of such Parity Obligations is not later than the final maturity of the Parity Obligations being refunded.

(b) In order to maintain the parity relationship of debt service payments on all Parity Obligations permitted hereunder, the City covenants that all payments in the nature of principal and interest or reserve account replenishment with respect to any Parity Obligations, will be structured to occur semi-annually on August 1 and February 1, in each year as such payments are due with respect to the Debt Service payments, and reserve account replenishment with respect to any Parity Obligations will be structured to occur within one year, and to otherwise structure the terms of such Parity Obligations to ensure that they are in all respects payable on a parity with the Debt Service payments on the Loan and all Parity Obligations, and not prior thereto.

(c) The City may at any time execute contracts or issue bonds or other indebtedness payable from Net Revenues or the Revenue Fund payable on a subordinated basis to the payment of the Debt Service payments on Parity Obligations.

Section 5.14. Against Encumbrances. The City hereby covenants and agrees that it shall not incur any obligations that are secured by a pledge and lien on the Net Revenues that is senior to the pledge and lien on the Net Revenues contained herein. The City will not make any pledge of or place any lien on the Net Revenues except as provided herein. The City may pledge Net Revenues to secure Parity Obligations issued in accordance with Section 5.13 hereof. The City may at any time, or from time to time, issue evidences of indebtedness for any lawful purpose that are payable from and secured by a pledge of and lien on Net Revenues that is subordinate in all respects to the pledge of and lien on the Net Revenues provided herein.

Section 5.15. Further Assurances. The City will adopt, make, execute and deliver any and all further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Lender of the rights and benefits provided to it herein.

Section 5.16. Financial Reports. Promptly upon receipt by the City and in no event later than two hundred seventy (270) days after the close of each Fiscal Year (unless otherwise agreed in writing by the Lender), the City will furnish, or cause to be furnished, to the Lender an audit report of an Independent Certified Public Accountant with respect to such Fiscal Year, covering the operations of the Enterprise for said Fiscal Year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of all deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said Fiscal Year.

Each such audit, in addition to whatever matters may be considered proper by the Independent Certified Public Accountant to be included therein, shall include a statement as to whether or not the Net Revenues for such Fiscal Year were equal to at least 1.15 times the Debt Service for such Fiscal Year, calculated as provided in Section 5.3 hereof. In addition, the City shall deliver to the Lender, not later than August 1 of each year, commencing August 1, 2014, a copy of the City's adopted budget for the then current Fiscal Year.

Section 5.17. Opinion of City Attorney. The City will cause to be delivered to the Lender an opinion issued by the City Attorney on the date of delivery of the Loan, to the effect that (i) the City is a municipal corporation and general law city duly organized and existing under the laws of the State of California; (ii) this Loan Agreement was duly approved at a meeting of the City Council that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (iii) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best knowledge of such counsel after reasonable investigation, threatened against or affecting the City, to restrain or enjoin the execution and delivery of this Loan Agreement, or in any way contesting or affecting the validity of this Loan Agreement; and (iv) the adoption of this Loan Agreement and compliance by the City with the provisions hereof, under the circumstances contemplated hereby, do not and will not constitute on the part of the City a breach or default under any agreement or other instrument to which the City is a party or by which it is bound (that are known to the City Attorney) or any existing law, regulation, court order or consent decree to which the City is subject.

Section 5.18. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City, including the City's right to exist and carry on business as a California city, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 5.19. Private Activity Bond Limitation. The City shall assure that monies deposited pursuant to this Loan Agreement are not so used as to cause this Loan Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(d) of the Code.

Section 5.20. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause this Loan Agreement or the Interest Components of the Loan Payments to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.21. Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of the Interest Components of the Loan Payments from the gross income of the Lender to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

If the City either (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of independent tax counsel, that the Lender may not exclude the Interest Components on the Loan from federal gross income because the City breached a covenant contained in this Loan Agreement, then the City shall pay to the Lender, within thirty (30) days after the Lender notifies the City of such determination, the amount which, with respect to interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on the Loan due through the date of such event) that are imposed as a result of the loss of the exclusion, will restore the Lender the same after tax yield on the Loan (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost.

Section 5.22. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government.

Section 5.23. No Arbitrage. The City shall not take any action with respect to the proceeds of this Loan Agreement which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date this Loan Agreement was entered into would have caused this Loan Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 5.24. Budget. The City hereby covenants to take such action as may be necessary to include all Loan Payments and all other amounts due hereunder in its annual budget and to make the necessary annual appropriations for all such Loan Payments and all other amount due hereunder.

Section 5.25. Notices. The City shall provide to the Lender:

(a) Immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Loan Agreement, together with a detailed statement by an Authorized Representative of the steps being taken by the City to cure the effect of such Event of Default.

(b) Prompt written notice (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the City or the Enterprise or the Revenues which involve claims equal to or in excess of $500,000 or that seeks injunctive relief, or (ii) of any loss or destruction of or damage to any portion of the Enterprise in excess of $500,000.

(c) Prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any Revenues.

(d) Promptly upon notice thereof, any termination or cancellation of any insurance policy which the City is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the City property in excess of an aggregate of $500,000.

(e) With reasonable promptness, such other information respecting the City, Enterprise, and the operations, affairs and financial condition of the City as the Lender may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default and Remedies.

(a) Events of Default. The following shall be Events of Default hereunder:

(1) Failure by the City to pay any Principal Component or Interest Component on the Loan when due and payable.

(2) Failure by the City to observe and perform any covenant, condition or agreement on its part contained herein pertaining to the Enterprise, other than in clause (1) of this subsection, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Lender; *provided, however*, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such thirty (30) day period, the Lender shall not

unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such thirty (30) day period and diligently pursued until the default is corrected.

(3) Default by the City under any Parity Obligation (or Subordinate Debt which requires or permits the immediate acceleration thereof).

(4) Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the City or of all or substantially all of its assets, by or with the consent of the City, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the City with the City's creditors to effect a composition or extension of time to pay the City's debts, or request by the City for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or a general or any assignment by the City for the benefit of the City's creditors.

(5) Any statement, representation or warranty made by the City in or pursuant to this Loan Agreement or its execution, delivery or performance proves to have been false, incorrect, misleading, or breached in any material respect on the date made, and is continuing for a period of thirty (30) days after written notice specifying such misrepresentation or breach and requesting that it be remedied has been given to the City by the Lender; provided, however, that the Lender and the City may agree that action by the City to cure such failure may be extended beyond such thirty-day period.

(6) This Loan Agreement or any material provision of this Loan Agreement shall at any time for any reason cease to be the legal, valid and binding obligation of the City or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the City, or the City shall renounce the same or deny that it has any further liability hereunder.

(7) Dissolution, termination of existence or insolvency of the City.

(8) Any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Loan Agreement shall find or rule that this Loan Agreement is not valid or not binding on the City.

(b) Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lender shall have the right, at its option upon notice to the City, to declare the unpaid aggregate Principal Components of the Loan, and the interest accrued thereon, to be immediately due and payable, whereupon the same shall immediately become due and payable.

The Lender shall also have the right, at its option upon notice to the City, to (i) apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Enterprise sufficient to meet all requirements of this Loan Agreement, and (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the Loan Payments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Loan Agreement, subject to the following paragraph.

Notwithstanding any provision of this Loan Agreement, the City's liability to pay the Loan Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Article IV hereof. In the event that Net Revenues shall be insufficient at any time to pay a Principal Component and/or Interest Loan Component in full, the City shall not be liable to pay or prepay such delinquent Loan Payment other than from Net Revenues.

Section 6.2. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 6.1, all Net Revenues thereafter received by the City shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Net Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Lender if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel; and

Second, to the payment of the entire unpaid aggregate Principal Components of the Loan and the unpaid principal amount of any other obligations secured by the Net Revenues and the accrued interest thereon, with interest on the overdue payments at the rate or rates of interest applicable to the Loan and such other obligations if paid in accordance with their respective terms.

Section 6.3. Other Remedies of the Lender. The Lender shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any director, officer or employee thereof, and to compel the City or any such director, officer or employee to perform and carry out its or his duties under the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Lender; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its Council members, officers and employees to account as the trustee of an express trust.

Section 6.4. Non-Waiver. Nothing in this article or in any other provision hereof, or in the Loan, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Loan to the Lender when due, as herein provided, out of the Net Revenues herein pledged for such payment, or shall affect or impair the right of the Lender, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied in this Loan Agreement.

A waiver of any default or breach of duty or contract by the Lender shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Lender to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Lender by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Lender.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Lender, the City and the Lender shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

<u>Section 6.5.</u> <u>Remedies Not Exclusive</u>. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

<u>Section 6.6.</u> <u>Prosecution and Defense of Suits</u>. The City shall promptly, upon request of the Lender or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Enterprise whether now existing or hereafter arising and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose.

ARTICLE VII

NOTICES

Section 7.1. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) the third Business Day following deposit in the United States Mail, with adequate postage, and sent by registered or certified mail, with return receipt requested to the appropriate party at the address set forth below, or (iii) the first Business Day following deposit with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set forth below.

If to the City: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attention: Finance Director
Fax: (209) 869-7126

If to the Lender: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attention: Bill Morton
Fax: (805) 267-7142

ARTICLE VIII

AMENDMENTS; DISCHARGE; GENERAL AUTHORIZATION; EFFECTIVE DATE

Section 8.1. Amendments Permitted. (a) This Loan Agreement and the rights and obligations of the City and of the Lender may be modified or amended at any time by a written supplemental agreement entered into by the City and the Lender.

(b) From and after the time any supplemental agreement becomes effective pursuant to this Article, this Loan Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Loan Agreement and the Lender shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental agreement shall be deemed to be part of the terms and conditions of this Loan Agreement for any and all purposes.

Section 8.2. Discharge of Loan Agreement . (a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Lender the principal of and the interest and the prepayment premium, if any, on this Loan Agreement at the times and in the manner stipulated herein, then all agreements, covenants and other obligations of the City to the Lender hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) This Loan Agreement shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if (1) in case this Loan Agreement is to be prepaid on any date prior to its final principal payment date, the City shall have mailed a notice of prepayment to the Lender, (2) there shall have been deposited with the Lender, or an escrow agent reasonably acceptable to the Lender, either money in an amount that shall be sufficient or direct obligations of the United States of America that are not subject to redemption except by the holder thereof prior to maturity (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money that, together with the money, if any, deposited with the Lender or such escrow agent at the same time, shall be sufficient to pay when due the interest to become due on this Loan Agreement on and prior to the final principal payment date or prepayment date thereof, as the case may be, and the principal of and prepayment premiums, if any, on this Loan Agreement on and prior to the final principal payment date or the prepayment date thereof, as the case may be, and (3) if this Loan Agreement is not subject to prepayment within the next succeeding sixty (60) days, the City shall have mailed a notice to the Lender that the deposit required by clause (2) above has been made with the Lender or such escrow agent and that this Loan Agreement is deemed to have been paid in accordance with this section and stating the principal payment dates or prepayment date, as the case may be, upon which money is to be available for the payment of the principal of and prepayment premiums, if any, on this Loan Agreement; provided, however, that the City shall have provided an opinion of Bond Counsel that such deposit will not adversely affect the exclusion of interest on the Loan from gross income of the Lender for federal income tax purposes.

Section 8.3. General Authorization. The Authorized Representatives of the City, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver any and all documents (including specifically the Escrow Agreement), to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the financing and to effect the purposes of this Loan Agreement. All actions heretofore taken by officers, employees, and agents of the City that are in conformity with the purposes and intent of this Loan Agreement are hereby approved, confirmed, and ratified.

Section 8.4. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Lender and the City and their respective successors and assigns.

Section 8.5. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.6. Further Assurances and Corrective Instruments. The Lender and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

Section 8.7. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

Section 8.9. Agreement to Pay Attorneys' Fees and Expenses. The City will pay the Lender its reasonable attorney fees incurred subsequent to an Event of Default.

Section 8.10. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

* * * * * * * * * * * *

[Signature page to follow]

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its corporate name by its Secretary/Treasurer; and the City has caused this Loan Agreement to be executed in its name by its Finance Director, as of the date first above written.

MUNICIPAL FINANCE CORPORATION,

By________________________________
William A. Morton,
Secretary/Treasurer

CITY OF RIVERBANK

By________________________________
Marisela H. Garcia,
Finance Director

EXHIBIT A
LOAN PAYMENT SCHEDULES

Schedule I

Loan Payment Date	Principal Component	Interest Component	Total Loan Payment
Totals			

Schedule II

Loan Payment Date	Principal Component	Interest Component	Total Loan Payment
Totals			

EXHIBIT B

DESCRIPTION OF PROJECT

The Project consists of the acquisition and construction of certain improvements to the City's existing Wastewater System, which will specifically include the design and construction of the following improvements, together with all design, hydrology, engineering, and other related costs:

[To Come]

- the acquisition of all lands, easements, rights-of-way, licenses, franchises, rights of service and use, and permits and the construction of all auxiliary work necessary or convenient for the foregoing, and
- any other capital project of direct benefit to the Wastewater System.

ESCROW AGREEMENT

by and between the

CITY OF RIVERBANK

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of January 1, 2014

Relating to:

$__________
CITY OF RIVERBANK
SERIES 2014 WASTEWATER REVENUE LOAN
(WASTEWATER SYSTEM IMPROVEMENT PROJECT)

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement"), made and entered into as of this 1st day of January, 2014 by and between the CITY OF RIVERBANK a municipal corporation and general law city, duly organized and validly existing under the laws of the State of California (the "City") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as Prior Trustee (the "Prior Trustee") for the Prior Bonds (as hereafter defined) and as Trustee (the "Trustee") for the Loan (as hereafter defined) hereinafter referred to and acting as escrow agent hereunder (the "Escrow Agent");

W I T N E S S E T H :

WHEREAS, pursuant to (i) an Indenture dated as of January 1, 2005 by and between the City of Riverbank Public Financing Authority (the "Authority") and the Prior Trustee, (the "Prior Indenture"), and (ii) a certain Installment Sale Agreement, dated as of January 1, 2005, by and between the City and the Authority (the "Prior Installment Sale Agreement," and together with the Prior Indenture, the "Prior Bonds Documents"), authorized, issued, sold and delivered its municipal bond obligations designated the "Riverbank Public Financing Authority, 2005 Refunding Revenue Bonds, Series A (Wastewater Project), dated as of February 3, 2005, in the aggregate, original principal amount of $4,475,000 (the "Prior Bonds");

WHEREAS, the proceeds of the Prior Bonds were used to (i) finance the acquisition and construction of certain wastewater system improvements, and (ii) refund and defease certain Series 1998 Certificates of Participation;

WHEREAS, the City desires to refinance the installment payment obligations (the "Prior Installment Payments") under the Prior Installment Sale Agreement and has correspondingly taken all necessary action to prepay such Prior Installment Payments and Prior Bonds in full pursuant to the terms and conditions of the Prior Bonds Documents;

WHEREAS, in order to realize interest savings from the refunding of the Prior Bonds, the City proposes to issue refunding revenue bonds designated the "City of Riverbank, Series 2014 Wastewater Revenue Loan (Wastewater System Improvement Project)" in the aggregate principal amount of $_________ (the "Loan"), all pursuant to and secured by a Loan Agreement related to the City's Wastewater Enterprise (the "Wastewater Enterprise"), dated as of January 1, 2014 (the "Loan Agreement"), in the manner provided therein, for the purpose of providing funds to refund the entire issue of outstanding Prior Bonds in advance of their scheduled maturities, on August 1, 2014 (the "Redemption Date");

WHEREAS, the Loan is to be secured by a pledge of and first lien on the Net Revenues (as defined in the Loan Agreement) to be comprised mainly of Loan Payments made by the City pursuant to the Loan Agreement, which Net Revenues are designed to be sufficient in time and amount to pay the principal of and interest on the Loan as it becomes due and payable;

WHEREAS, in order to provide for the execution and delivery of the Loan, to establish and declare the terms and conditions upon which the Loan is to be made and to secure the payment of the principal thereof and premium (if any) and interest thereon, the City has authorized the execution and Loan Agreement and this Escrow Agreement (the "Refunding Documents");

WHEREAS, the City and the Escrow Agent wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of cash to provide for the payment and redemption of the Prior Bonds in full, pursuant to and in accordance with the provisions of the Prior Bonds Documents;

WHEREAS, the Escrow Agent has full power to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this agreement; and

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants therein contained and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Agent.

The City hereby appoints U.S. Bank National Association as Escrow Agent for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement, and the Escrow Agent hereby accepts such appointments.

Section 2. Establishment of Escrow Fund.

There is hereby created an escrow fund designated the "City of Riverbank, Prior Bonds Escrow Fund" (the "Escrow Fund") to be held by the Escrow Agent as an irrevocable escrow securing the payment of the Prior Bonds, separate and apart from all other funds of the Escrow Agent as hereinafter set forth. The Escrow Agent agrees to establish and maintain the Escrow Fund as provided in this Agreement. All cash in the Escrow Fund is hereby irrevocably pledged as a special fund for the payment of the principal of and interest and premium, if any, on the Prior Bonds in accordance with the provisions of this Agreement and the Prior Bonds Documents.

Section 3. Deposits into the Escrow Fund.

Concurrently with issuance and delivery of the Loan, the City shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of $_______ in immediately available funds, which shall be derived from:

(a) $________ from the proceeds of sale of the Loan; and

(b) $______ from the proceeds of the Prior Bonds.

The City hereby represents and warrants that the total amount of $_______ of immediately available funds deposited in the Escrow Fund represents a payment of the full amount payable by the City with respect to the Prior Bonds.

Section 4. Investment and Application of Escrow Fund.

As used herein, the term "Investment Securities" means the Investment Securities set forth in Exhibit A hereto. The deposits into the Escrow Fund shall be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the principal amount of Investment Securities set forth in Exhibit A hereto, which, together with all interest due or to become due on such Investment Securities, and $_____ to be held as cash, will be sufficient to refund the entire issue of outstanding Prior Bonds in advance of their scheduled maturities, on August 1, 2014. The Escrow Agent shall assert no lien upon or right of offset against the Investment Securities or cash at any time on deposit in the Escrow Fund.

Section 5. Instructions as to Escrow Agent.

The total amount deposited in the Escrow Fund hereunder shall be applied by the Escrow Agent for the sole purpose of paying the principal of and interest and premium, if any, on the Prior Bonds in accordance with the schedule set forth in Exhibit A attached hereto and by this reference incorporated herein. Following payment in full of the principal of and interest and premium, if any, on the Prior Bonds, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the City, for deposit in the Revenue Fund for the Loan.

Section 6. Additional Instructions as to Escrow Agent.

In addition, any investment earnings on funds held by the Trustee under the Prior Bonds Documents which are posted after the date of the foregoing transfers or otherwise, shall be remitted by the Trustee for deposit to the Revenue Fund for the Loan. The Escrow Agent may utilize its corporate affiliate as a depository agent to hold any uninvested moneys in accordance with the provisions of this Agreement.

If at any time the Escrow Agent shall receive actual knowledge that the cash in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Agent shall notify the City of such fact and the City shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent shall have no obligation whatsoever to use its own funds to cure any such deficiency.

Section 7. Application of Certain Terms of Prior Bonds Documents.

All of the terms of the Prior Bonds Documents relating to the making of payments of the principal of and interest and premium on the Prior Bonds are incorporated in this Agreement as if set forth in full herein.

Section 8. Proceedings for Redemption of Prior Bonds.

The City hereby irrevocably elects to redeem all of the outstanding Prior Bonds in full on the Redemption Date pursuant to the provisions of the Prior Bonds Documents. Notice of such redemption has been given by the Escrow Agent (in its capacity as Trustee under the Prior Bonds Documents) as required by the Prior Bonds Documents, at the expense of the City.

Section 9. Compensation to Escrow Agent.

The City shall pay the Escrow Agent full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees (including fees of outside counsel and the allocated costs of internal attorneys) and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in and credited to the Escrow Fund be deemed to be available for said purposes. The obligation of the City under this Section 9 to pay compensation already earned by the

Escrow Agent and to pay costs and expenses already incurred shall survive termination of this Agreement and shall survive the resignation or removal of the Escrow Agent.

Section 10. Liabilities and Obligations of Escrow Agent.

The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability of any kind in the performance of its duties under this Agreement unless the City or the Authority shall have deposited sufficient funds therefore with the Escrow Agent. The Escrow Agent may rely and shall be fully protected in acting upon the written instructions of the City or the Authority or its agents relating to any matter or action as Escrow Agent under this Agreement.

The City, to the extent permitted by law, covenants to indemnify, defend and hold harmless the Escrow Agent and its officers, employees, directors, and agents, against any loss, liability or expense, including legal fees (including fees of outside counsel and the allocated costs of internal attorneys), incurred in connection with the performance of any of the duties of Escrow Agent hereunder, except the Escrow Agent shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct. Such indemnity shall survive the termination of this Agreement and shall survive the resignation or removal of the Escrow Agent.

The Escrow Agent shall have such duties as are expressly set forth herein and no implied duties shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be liable for any act or omission of the City under this Agreement, the Prior Bonds Documents or the Refunding Documents. The Escrow Agent shall not be liable for the accuracy of any calculations as to the sufficiency of moneys deposited with it to pay the principal, interest or premiums, if any, on the Prior Bonds.

The Escrow Agent shall incur no liability for losses arising from any investment or other disposition made pursuant to and in accordance with this Agreement. Any bank, federal savings association or trust company into which the Escrow Agent may be merged or with which it may be consolidated shall become the Escrow Agent without any action of the City.

The Escrow Agent shall have no liability or obligation to the owners of the Prior Bonds, or the Loan with respect to the payment of debt service by the City or with respect to the observance or performance by the City of the other conditions, covenants and terms contained in the Refunding Documents, or with respect to the investment of any moneys in any fund or account established, held or maintained by the City pursuant to the Refunding Documents.

The Escrow Agent may conclusively rely, as to the trust of the statements and correctness of the opinions expressed therein, on any certificate or opinion furnished to it in accordance with this Agreement or the Prior Bonds Documents. The Escrow Agent may consult with counsel, whose opinion shall be full and complete authorization and protection to the Escrow Agent if it acting accordance with such opinion.

Any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder, without the execution or filing of any paper or any further act on the part of the any of the parties hereto.

Section 11. Resignation of Escrow Agent.

The Escrow Agent may at any time resign by giving written notice to the City, which notice shall indicate the date on which the resignation is to be effective (the "resignation date"). Resignation of the Escrow Agent will be effective upon acceptance of appointment by a successor Escrow Agent. If the City does not appoint a successor Escrow Agent by the resignation date, the Escrow Agent may, at the expense of the City, petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent.

Section 12. Amendment.

This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of (i) the holders of one hundred percent (100%) in principal amount of the unpaid Prior Bonds at the time such consent is requested and (ii) the Escrow Agent; provided, however, that the City and the Escrow Agent may, without the consent of or notice to the holders of the Prior Bonds, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement: (1) to cure ambiguity or formal defect or omission in this Agreement; (2) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Prior Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent; and (3) to provide for the deposit of additional moneys or Federal Securities to the credit of the Escrow Fund.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of a nationally recognized firm of municipal bond attorneys with respect to compliance with this Section 12, including the extent, if any, to which any change, modification, addition elimination affects the rights of such holders of the Prior Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 12.

Section 13. Unclaimed Moneys.

Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Agent for the payment and discharge of the principal of, and the interest and any premium on, the Prior Bonds which remain unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Escrow Agent at such date, shall be repaid by the Escrow Agent shall thereupon be released and discharged with respect thereto and the owners of such Prior Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, such Prior Bonds. Any right of any owner of any Prior Bond to look to the City for such payment shall survive only so long as required under applicable law.

Section 14. Applicable Law.

This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

Section 15. Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Escrow Agent have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF RIVERBANK

By: ________________________________

U.S. BANK NATIONAL ASSOCIATION,
As Escrow Agent

By:________________________________

Title: ______________________________

EXHIBIT A

SCHEDULE OF INVESTMENT SECURITIES

Type of Investment	Principal	Coupon Rate	Maturity Date
SLGS	$_______	____%	08/01/2014

EXHIBIT B

SCHEDULE OF PAYMENTS OF PRIOR BONDS

Period Ending	Interest	Principal Redeemed	Redemption Premium	Total
08/01/2014	$______	$_______	$____	$________

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	January 13, 2014
Subject:	Update the City's Healthy Eating Active Living (HEAL) Efforts
From:	Jill Anderson, City Manager
Submitted by:	Alvaro Zamora, Human Resources Analyst

RECOMMENDATION

There is no recommendation associated with this staff report.

SUMMARY

In 2010, the City adopted a resolution to participate in the League of California Cities program to create cities that promote Healthy Eating and Active Living, commonly referred to has the HEAL cities. The purpose of this item is to provide an update to the City Council at a time when many people in the community are making goals associated with improving their health and well-being.

BACKGROUND

As part of the effort to promote Healthy Eating and Active Living, the City adopted Resolution No. 2010-005 to become a Healthy Eating, Active Living (HEAL) City on January 11, 2010. The purpose of becoming a HEAL City is to implement policies that encourage physical activity and improve the City's retail food environments for all residents.

In an effort to improve the City retail food environment on June 27, 2011 the City adopted Resolution No. 2011-083, adopting a policy regarding vending machine sales in City owned or operated facilities and to direct staff to provide information regarding healthier food and beverages to all users of the City facilities.

The City is currently in compliance with said resolution. In addition several health and fitness classes and videos have been presented to City employees. A number of videos promoting healthier lifestyles have also been broadcast on the City's cable channel. In addition, numerous employees have participated in the two Weight Loss Challenge competitions that have been held since the adoption of Resolution No. 2011-083. The

Weight Loss Challenge competitions have been a great success and the City will continue support and encourage City employees to participate.

The ability to lead an active and healthy lifestyle is made more achievable with the Riverbank's beautiful parks and outstanding recreational programs available to all ages. These resources are readily available for those wanting to improve their own quality of life with outdoor activities.

In addition, the City has been supportive of the wider community efforts to promote a healthier lifestyle, most notably, the "Get Fit" program led by the local non-profit, Community Gardens. This program has been very successful in providing hands-on opportunities for participants to learn healthy cooking techniques while incorporating physical activity into their daily lives.

FINANCIAL IMPACT

There is no direct fiscal impact to the City associated with this informational item.

ATTACHMENT

1. Resolution No. 2010-005
2. Resolution No. 2011-083

CITY OF RIVERBANK

RESOLUTION NO. 2010-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO BECOME A HEALTHY EATING, ACTIVE LIVING (HEAL) CITY

WHEREAS, The City of Riverbank's Vision Statement and Guiding Principles, amongst other concepts, calls for, "Our City should be safe and healthy for all our residents"; and,

WHEREAS, The City of Riverbank's Vision Statement and Guiding Principles, amongst other concepts, calls for, "Our children should be able to safely walk or bike to school"; and,

WHEREAS, The City of Riverbank's Vision Statement and Guiding Principles, amongst other concepts, calls for, "Our neighborhoods are best served by attractive, safe, tree-lined, pedestrian-friendly streetscapes"; and,

WHEREAS, The City of Riverbank's Vision Statement and Guiding Principles, amongst other concepts, calls for, "Our streets and public spaces should be designed with people in mind, not only for the convenience of cars"; and,

WHEREAS, The City of Riverbank's Vision Statement and Guiding Principles, amongst other concepts, calls for, "We will design our community so that people can walk, bicycle, or use public transit if they choose not to drive"; and,

WHEREAS, According to the 2008 CDC nutrition surveillance data, in Riverbank Unified School District, 41.23% of the children have an unhealthy body weight and that only 25.45% of freshman students meet all fitness standards; and,

WHEREAS, 67% of adults are overweight or obese and that the local obesity rates are higher than the statewide rate of 56% for adults; and,

WHEREAS, In 2004, to address these trends, the League of California Cities adopted an Annual Conference resolution to encourage cities to embrace policies that facilitate activities to promote healthier lifestyles and communities, including healthy diet and nutrition, and adoption of city design and planning principles that enable citizens of all ages and abilities to undertake exercise; and,

WHEREAS, The League of California Cities has a strategic goal to promote and develop safe and healthy cities; and,

WHEREAS, More children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and,

WHEREAS, More than half of California's adults are either overweight or obese; and,

WHEREAS, Overweight children and adults are at greater risk for numerous adverse health consequences, including stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression, and other debilitating diseases; and,

WHEREAS, Obesity shortens the average lifespan by at least four to nine months, and if childhood obesity continues to increase, it could reduce life expectancy by five years over the next several decades; and,

WHEREAS, Overweight, obesity, and physical inactivity takes a tremendous toll on the health and productivity of all Californians - exceeding $41 billion annually; and,

WHEREAS, The United States Surgeon General has issued a call to action to prevent and decrease overweight and obesity, and the United States Department of Health and Human Services has made reducing the proportion of overweight and obese children and adolescents a key goal; and,

WHEREAS, The Center for Disease Control and Prevention recommends at least 30 minutes of moderate physical activity at least five days a week for adults, and at least 60 minutes of moderate to vigorous physical activity for children every day; and,

WHEREAS, The quality of the built environment, including neighborhood safety, sidewalks, streets, public transportation, restaurant and convenience store density, access to parks, trails, and grocery stores has a significant impact on obesity rates; and,

WHEREAS, In light of the foregoing statistics and considerations, the City of Riverbank commits to do all it can to decrease the rate of obesity and overweight in our community and is committed to implementing the necessary policies to create healthier work, school, and neighborhood environments conducive to healthier eating and increased physical activity among residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby recognize obesity as a serious public health threat to adults, children and families in Riverbank. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, Riverbank adopts this Healthy Eating Active Lifestyle resolution to include the following:

1. The City of Riverbank will become a Healthy Eating, Active Living (HEAL) City; and,

2. The City of Riverbank in implementing its adopted Vision Statement and General Plan will do the following:

A. Prioritize capital improvements projects to increase opportunities for physical activity in existing areas through improved connectivity between homes, schools and healthy food outlets; and,

B. Plan and construct a built environment that encourages walking, biking and other forms of physical activity; and,

C. Facilitate the location of grocery stores in underserved neighborhoods that increase accessibility to healthy food, including dairy products, fresh fruits and vegetables, and that it is the intent of Riverbank to make healthy food as available as the current availability of alcoholic beverages and tobacco products; and,

D. Continue promotion and support farmers markets and community gardens; and,

E. Develop standards and policies to streamline projects that increase the overall health of Riverbank be it through measures specific form based design standards for buildings and neighborhoods as well as well as adherence to recognized certified green building standards; and,

F. The City of Riverbank shall to develop land use policies that can support and assist individuals in personal nutrition and physical activity choices during land use entitlement processes; and,

G. The City of Riverbank shall consider setting nutritional standards for food offered at city events, city sponsored meetings, served at city facilities and city concessions, and city programs; and,

H. The City of Riverbank shall work with local businesses to encourage them to provide nutritional and health information on food items and promote healthy food choices; and,

I. The City of Riverbank will support the Healthy Eating Active Lifestyle (HEAL) Cities Campaign through education and outreach to our community and region.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 11th day of January, 2010, by the following vote of 3-0:

AYES:	**Councilmembers: Fielder, Benitez, and Mayor Madueño**
NAYS:	**None**
ABSENT:	**Councilmembers: D. White, J. J. White**
ABSTAIN:	**None**

ATTEST:

Linda Abid-Cummings, MMC
City Clerk

APPROVED:

Virginia Madueño
Mayor

CITY OF RIVERBANK

RESOLUTION NO. 2011-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK ADOPTING A POLICY REGARDING VENDING MACHINE SALES IN CITY OWNED OR OPERATED FACILITIES AND TO DIRECT STAFF TO PROVIDE INFORMATION REGARDING HEALTHIER FOOD AND BEVERAGES TO ALL USERS OF CITY FACILITIES

WHEREAS, the City of Riverbank adopted Resolution No. 2010-005 stating the City's intent to become a Healthy Eating, Active Living (HEAL) City; and,

WHEREAS, Section 2.G of Resolution No. 2010-005 states that "The City of Riverbank shall consider setting nutritional standards for food offered at city events, city sponsored meetings, served at city facilities and city concessions, and city programs"; and,

WHEREAS, obesity is becoming a leading cause of health problems; and,

WHEREAS, research has confirmed that a policy approach to preventing disease confers significant benefit to the population at large.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby directs that, as of July 1, 2011, all vending machines in City owned or operated facilities shall meet the following standards:

For Food and Snacks: At least 50% of all items offered shall:

i) Have no more than 35% of its calories from fat
ii) Have no more than 10% of its calories from saturated fat
iii) Be no more than 35% sugar by weight
iv) Be no more than 250 calories

For Beverages: At least 50% of all items offered shall:

v) Beverages must be fruit based and vegetable based drinks that are at least 50% fruit juice without added sweeteners; sanitary drinking water without added sweeteners; mil products including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy drink and electrolyte replacement beverages that contain no more than 42 grams of added sweetener per 20-ounce serving.

vi) Flavored milk must be no more than 35% sugar by weight.

All food and beverage items that meet the above criteria must be placed at the top of the vending machine and sold at a price that is equivalent to or lower than the items that do not meet the above nutritional standards. Alternatively, rather than placing these items at the top of the vending machine, they may be side by side with those items that do not meet the nutritional standards to highlight alternatives.

BE IT FURTHER RESOLVED that staff is directed to provide information regarding healthier foods and beverages to users at all City facilities.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of June, 2011; motioned by Vice Mayor Richard O'Brien, seconded by Councilmember Jeanine Tucker, and upon roll call was carried by the following vote of 3-1:

AYES: **Councilmembers: O'Brien, Tucker, and Mayor Madueno**
NAYS: **Councilmember Nygard**
ABSENT: **Councilmember White**
ABSTAIN: **None**

ATTEST:

Annabelle Aguilar, CMC
Interim City Clerk

APPROVED:

Virginia Madueño
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	January 13, 2014
Subject:	Strategic Plan Update
From:	Jill Anderson, City Manager

RECOMMENDATION

It is recommended that the City Council consider the presentation on the City's Strategic Plan and provide comment as it deems appropriate.

SUMMARY

This item has been scheduled to provide an update on the City's progress in meeting its current strategic objectives.

BACKGROUND

On September 9, 2013, the City Council met with the management team to update the City's Strategic Plan in order to focus resources toward the accomplishment of the City's key goals. The September session included the identification of values that the City is and will be committed to as it serves the community, which are:

City Values

- *Professionalism*
- *Transparency*
- *Teamwork*
- *Respectful Behavior*
- *Fiscal Responsibility*
- *Integrity and Ethical Behavior*

The values were developed to build upon the work done in February, which identified the City's mission and vision, which are summarized below:

Mission Statement

The City of Riverbank is committed to providing exceptional municipal services in a fiscally sound and professionally responsible manner for our community.

Three-Year Goals

- Enhance Public Safety
- Improve and maintain infrastructure and facilities
- Enhance professionalism and customer service
- Achieve and maintain financial stability and sustainability
- Retain and attract businesses

For each goal, specific, measurable objectives have been established for the six-month planning period. Reports on the progress being made toward accomplishing those goals will be provided to the City Council on a regular basis. These reports will provide the City Council and staff an opportunity to monitor progress, as well as revise objectives and timelines as conditions warrant.

FINANCIAL IMPACT

There is no financial impact associated with the presentation of the Strategic Plan.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	January 13, 2014
Subject:	Annual Nomination and Appointment of the Vice Mayor
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor and the City Council, by motion for approval, make the appointment for a one-year term.

SUMMARY

The City Council's practice has been to annually designate the Vice Mayor at the beginning of each year. Through nomination by the Mayor and favorable motion to approve by the majority vote of the Members of the City Council, the Councilmember appointed will serve as Vice Mayor for a one-year term ending December 2014.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date:	January 13, 2014
Subject:	Members of the City Council Appointments to External Boards and Committees and City Council/LRA Appointments to Internal Committees for the Year 2014
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council/LRA Board: 1) review the appointment lists of the Intergovernmental Boards and Committees and the Internal City/Local Redevelopment Authority (LRA) Committees, 2) volunteer or recommend a member of the City Council/LRA to serve as the representative, and 3) ratify the appointments for the year 2014 by roll call vote.

SUMMARY

One of the first orders of business of a new year is the revision and ratification of the list of Council Member/ Authority Member appointments to external boards and committees and to internal City committees.

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

In addition, Members of the City Council and LRA Board serve in a liaison role to internal City/LRA committees which provides the opportunity for Members to share the City Council's/LRA Board's perspective and recommendations on matters to be addressed while, simultaneously, foster open communication and collaboration with a diverse committee of various community interests and expertise.

In review of the Internal City/LRA Committees list, it is noted that the City Council has recommended to table appointments to the Economic Development Committee and the Downtown Revitalization Committee until staff is able to determine if combining the efforts of both committees into one active committee would be more beneficial due to the changes and accomplishments that have occurred in reaching their objectives. Moreover, City Council has recommended to table an appointment to the Sister City Committee until staff is able to meet with the members to determine the Committee's existence, operations, and the City's involvement. These recommendations remain on staff's priority list of items to accomplish and will be met as expeditiously as possible in consideration of all priorities.

Upon ratification of the attached list, formal notification of any changes will be made by staff to the respective boards and committees.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Attachment A – Intergovernmental Boards and Committees and Internal City/LRA Committees Lists

CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES
(Last revised and ratified on 09/09/2013)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (Current 2013 - Appointments)
LEAGUE OF CALIFORNIA CITIES CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE **Meets:** Quarterly, TBD when scheduled **Location:** It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is lead by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Richard O'Brien (primary) Jeanine Tucker (alternate)
LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE DELEGATE The League of California Cities is an association of California City Officials who work together to enhance their knowledge & skills, and exchange information & combine resources so that they may influence policy decisions that affect cities.	Delegate designated annually in June by City Council prior to the annual League conference in September.
NORTH COUNTY CORRIDOR TRANSPORTATION EXPRESSWAY AUTHORITY BOARD **Meets:** 3rd Wed. of every alternate month; 4:30-6pm **Location:** Tenth Street Place, Board Chambers, 1010 10th Street (basement), Modesto The North County Corridor Transportation Expressway Authority (Authority) is the lead implementing agency for the North County Corridor State Route 108 East Route Adoption. The Authority leads the overall effort. These meetings pertain to locating the best route for the northern expressway from Hwy 99 to the eastern side of Oakdale.	Richard O'Brien (primary) Darlene Barber-Martinez (alt.)

CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES

(Last revised and ratified on 09/09/2013)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (Current 2013- Appointments)
STANCOG – POLICY BOARD **Meets:** The 3rd Wednesday of each month; 6:pm **Location:** 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional issues.	Richard O'Brien (primary) Jeanine Tucker (alternate)
STANISLAUS OFFICE OF EMERGENCY SERVICES DISASTER COUNCIL **Meets:** Twice a year or as necessary, at 1:30 pm **Location:** Ray Simon Training Center, 3805 Cornucopia Way, Bldg A, Modesto To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Jeanine Tucker (primary) Darlene Barber-Martinez (alt.) (The appointed Councilmember serves a 2-year term)
STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE BOARD **Meets:** Alliance on 3rd Monday of every odd month; Executive Committee meets on 3rd Monday of every even month. **Location:** TBD Promote economic development & stimulate workforce preparations within Stanislaus County; reduce unemployment through the expansion, retention, and attraction of business & industry to the area; increase the employment, retention & earnings of the workforce; increase the occupational skills of the workforce.	Richard O'Brien (primary) Cal Campbell (alternate)
Lower Stanislaus River Trail Improvement Plan Committee **(Resolution No. 2013-069)** **Meets:** TBD **Location:** TBD Representatives of the Cities of Riverbank, Oakdale, and Ripon and the Local Government Commission and the National Park Service will be working together to enhance public use and stewardship of the lower Stanislaus River.	Cal Campbell (primary) Darlene Barber-Martinez (alt.)

CITY COUNCIL / LRA
INTERNAL CITY/LRA COMMITTEES
(Last revised and ratified on 09/09/2013)

CITY/LRA COMMITTEES	COUNCIL/LRA LIAISON (Current 2013 – Appointments)
<u>Budget Advisory Committee (BAC)</u> **<u>Meets:</u>** As needed **<u>Location:</u>** City Hall Council Chambers or City Hall South Conference Room This (7) resident member advisory committee, including (1) non-voting Council representative and a Council alternate, reviews and discusses the City's operating budget and makes recommendations on projects, programs, and policies to the City Council.	Mayor Richard O'Brien (primary) Vice Mayor Jeanine Tucker (alternate)
<u>Friends of Jacob Myers Park (JMP)</u> (A non-profit organization) **<u>Meets:</u>** On a monthly basis **<u>Location:</u>** City Hall Council Chambers Works on projects, park planning, and fundraising events.	Councilmember Cal Campbell (primary) Councilmember Darlene Barber-Martinez (alt.)
<u>Environmental Review Committee</u> **<u>Meets</u>:** As needed **<u>Location:</u>** TBD Early reviews of environmental studies.	Mayor Richard O'Brien
<u>Local Redevelopment Authority (LRA) Community Advisory Committee</u> **<u>Meets:</u>** 6:00 p.m. on the 2nd Tuesday of each month **<u>Location</u>:** LRA Conference Room, 5300 Claus Road, Building 17, Modesto, CA 95357 The (12) member Committee provides feedback and recommendations to the LRA Board and staff regarding the reuse and redevelopment of the Riverbank Army Ammunition Plant, and to promote interest and involvement by the community in the project.	Authority Member Darlene Barber-Martinez Authority Member____ (alternate)

CITY COUNCIL / LRA
INTERNAL CITY/LRA COMMITTEES
(Last revised and ratified on 09/09/2013)

CITY/LRA COMMITTEES	COUNCIL/LRA LIAISON **(Current 2013 – Appointments)**
***ECONOMIC DEVELOPMENT COMMITTEE** (RESOLUTION NO. 2011-019) **Meets:** As needed **Location:** TBD Makes recommendations/finds opportunities to create jobs.	Mayor Richard O'Brien (primary) Councilmember Darlene Barber-Martinez (alt.) *ACTION 01/14/2013: City Council recommended combining the efforts of this committee with the DRC and having one committee.
***DOWNTOWN REVITALIZATION COMMITTEE** **Meets:** As needed **Location:** TBD Study issues, projects, needs for the downtown area and makes recommendations accordingly.	Mayor Richard O'Brien Councilmember _____ (alternate) *ACTION 09/09/2013: City Council recommended combining the efforts of this committee with the EDC and having one committee.
***SISTER CITY COMMITTEE** **Meets:** As needed **Location:** TBD Meets to exchange cultural information between Sister Cities; plans visits to & from; holds fundraisers.	Vice Mayor Jeanine Tucker Councilmember _____ (alternate) *ACTION 01/14/2013: Per City Council direction, table decision of appointments until a discussion between City Council and Committee representatives occurs.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 10.1

SECTION 10: INFORMATIONAL ITEM

Meeting Date: January 13, 2014

Subject/ Title: Warrant Registers for 12/05/13, 12/12/13, and 12/20/13

From: Jill Anderson, City Manager

Submitted by: Marisela Hernandez, Director of Finance/City Treasurer

RECOMMENDATION

It is recommended that the City Council review as an informational item the warrant registers for 12/05/13, 12/12/13, and 12/20/13.

SUMMARY

The warrant register presented to the City Council is a listing of all expenditures paid. Major expenditures presented on the warrant registers include the following:

12/05/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
41277	Blake Elliot Insurance: Homeowners Insurance for Housing Rehab Home going into possible foreclosure by City	CDBG Program Income	$203.00
41304	Modesto Sand & Gravel: Demolition Costs of the Riverbank Museum Annex	General Gov. System Dev. Fee Fund	$7,475.00

12/12/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
41361	Howk Systems: Water Well Transducer Maintenance	Water Fund 114	$15,158.98

12/20/2013 Warrant

Check No.	Vendor & Description	Funding Source	Amount
41401	California C.A.D.: GIS Updates and New Layer Preparation	System Development Fee Fund	$6,500.00
41402	Central San Joaquin Valley Risk Management Authority: Quarterly Worker's Comp & General Liability Insurance.	Risk Management Funds 137 & 138	$104,851.00
41441	Stanislaus Consolidated Fire Protection District: Final Housing Authority Payment	General Fund 101	$49,141.38

FINANCIAL IMPACT

There are reductions in various funds for payment of expenses.

ATTACHMENTS

1. Warrant Registers: 12/05/2013, 12/12/2013, and 12/20/2013

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41269	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		194.51
41269	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		194.51
41269	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		194.50
						583.52
41270	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
41270	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
41270	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						95.25
41271	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		400.00
41271	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		119.97
41271	101-408.000-702.032	95084	ADTECH	TECHNICAL SERVICE		2,600.00
41271	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		400.00
41271	198-439.503-702.053	95084	ADTECH	COMPUTER MAINTENANCE		361.02
41271	198-439.503-702.053	95084	ADTECH	COMPUTER MAINTENANCE		1,460.04
						5,341.03
41272	101-412.000-709.001	101054	ADVANCED INFO SYSTEM	MAILING OF UTILITY BILLS		625.98
41272	101-401.000-702.032	101054	ADVANCED INFO SYSTEM	MAILING OF UTILITY BILLS		1,516.98
41272	101-403.000-702.032	101054	ADVANCED INFO SYSTEM	MAILING OF UTILITY BILLS		1,387.85
						3,530.81
41273	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		67.15
41273	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		67.15
41273	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		35.33
41273	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		35.33
41273	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		35.33
41273	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		35.32
41273	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		35.32
41273	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.90
41273	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.90
41273	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.90
41273	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		30.90
						434.53

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41274	101-409.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		21.21
41274	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		76.46
						97.67
41275	102-418.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.00
41275	106-423.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.00
41275	114-433.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		107.00
41275	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		464.35
41275	101-413.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		82.50
41275	106-423.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		82.50
41275	114-433.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		82.50
41275	119-442.000-705.041	103079	BAY ALARM COMPANY	ALARM SERVICES		82.50
41275	114-433.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICES		1,065.00
						2,180.35
41276	106-424.000-702.030	105346	BELKORP AG, LLC	EQUIPMENT MAINTENANCE		56.73
41276	106-424.000-702.030	105346	BELKORP AG, LLC	EQUIPMENT MAINTENANCE		-39.85
						16.88
41277	153-479.000-702.032	105349	BLAKE ELLIOTT INC. AGY I	INSURANCE ON REHABILITA		203.00
						203.00
41278	101-402.000-709.001	90006	CARDOZO MIDDLE SCHOOL	CHRISTMAS PARADE SCHOLA		50.00
						50.00
41279	101-404.000-702.033	104609	CHURCHWELL WHITE	LEGAL SERVICES		10,603.34
41279	101-404.000-702.033	104609	CHURCHWELL WHITE	LEGAL SERVICES		14,969.01
						25,572.35
41280	106-424.000-702.030	102446	CNH CAPITAL	EQUIPMENT MAINTENANCE		4,917.27
						4,917.27
41281	119-442.000-705.041	104158	COMMERCIAL ENERGY	VEHICLE FUEL		1,043.22
						1,043.22
41282	101-401.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		138.16
41282	101-402.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		63.63
41282	101-403.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		242.97

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41282	101-405.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		1.09
41282	101-406.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		21.89
41282	101-408.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		242.05
41282	101-412.000-702.031	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		1.38
41282	101-403.000-703.025	95220	DE LAGE LANDEN FINANCIA	COPIER LEASE		0.17
						711.34
41283	101-401.000-706.033	03001	DESIGNS BY KAREN	FLORAL ARRANGEMENT		139.91
						139.91
41284	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL		150.00
						150.00
41285	101-000.000-600.090	103495	ENGINEERED FIRE SYSTEMS,	PLAN REVIEW - NOVEMBER		90.00
						90.00
41286	101-413.000-703.055	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE		177.01
41286	106-423.000-702.030	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE		354.88
41286	119-442.000-703.025	103284	FASTENAL COMPANY	OFFICE EXPENSE		76.41
41286	106-423.000-702.030	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE		103.41
						711.71
41287	101-412.000-703.024	13300	FEDEX	POSTAGE		15.49
41287	101-000.000-600.090	13300	FEDEX	POSTAGE		23.38
						38.87
41288	102-418.000-702.036	17801	GILTON SOLID WASTE MGMT	STREET SWEEPING - NOVEMBE		7,098.71
41288	101-000.000-200.160	17801	GILTON SOLID WASTE MGMT	REFUSE SERVICES		144,991.49
						152,090.20
41289	101-405.000-706.036	95266	GOLDEN VALLEY AWARDS	NAME PLATES AND HOLDER		34.87
						34.87
41290	119-442.000-705.040	70017	GOLF CARS UNLIMITED, INC.	VEHICLE MAINTENANCE		96.86
						96.86
41291	175-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		2,650.00
41291	173-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		1,075.00
41291	177-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		200.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
41291	178-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	50.00
41291	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	950.00
41291	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	11,083.00
41291	172-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	425.00
41291	171-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	300.00
41291	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	1,942.13
					18,675.13
41292	197-439.000-704.021	104288	HETCH HETCHY WATER & P	UTILITIES	27,402.71
					27,402.71
41293	119-442.000-705.040	103511	HICK'S WELDING & REPAIR	VEHICLE MAINTENANCE	1,707.92
					1,707.92
41294	114-000.000-200.171	102526	HO/ANNE//	DEPOSIT REFUND	0.59
					0.59
41295	118-441.000-706.035	104013	HUB INTERNATIONAL INSUR	RENTAL INSURANCE	100.18
					100.18
41296	195-405.000-702.032	105281	J.B. ANDERSON	CONTRACT PLANNING SERV	3,833.60
41296	101-405.000-702.032	105281	J.B. ANDERSON	CONTRACT PLANNING SERV	2,400.00
41296	101-405.000-702.032	105281	J.B. ANDERSON	CONTRACT PLANNING SERV	3,206.25
					9,439.85
41297	151-477.000-707.109	105232	KNIFE RIVER CONSTRUCTIO	TERMINAL AVE OVERLAY	8,117.87
41297	151-477.000-707.110	105232	KNIFE RIVER CONSTRUCTIO	CLAUS ROAD RESURFACING	19,833.13
					27,951.00
41298	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE	1,666.28
41298	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE	60.00
41298	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE	30.00
41298	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE	60.00
41298	119-442.000-705.040	102580	LES SCHWAB TIRES	VEHICLE MAINTENANCE	1,140.39
					2,956.67
41299	101-404.000-702.032	99440	LIEBERT CASSIDY WHITMOR	LEGAL SERVICES	2,070.00
41299	101-404.000-702.032	99440	LIEBERT CASSIDY WHITMOR	LEGAL SERVICES	2,520.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					4,590.00
41300	114-000.000-200.170	103952	LOPEZ/LUCIA//	OVERPAYMENT REFUND	19.10
					19.10
41301	106-423.000-702.031	104377	MAILFINANCE	PROPERTY TAX EXPENSES	22.33
41301	114-433.000-702.031	104377	MAILFINANCE	PROPERTY TAX EXPENSES	22.33
41301	101-403.000-702.031	104377	MAILFINANCE	PROPERTY TAX EXPENSES	22.32
					66.98
41302	173-590.000-704.021	32627	MID	UTILITIES	31.90
41302	101-412.000-704.021	32627	MID	UTILITIES	176.70
41302	101-407.000-704.021	32627	MID	UTILITIES	356.86
41302	102-418.000-704.021	32627	MID	UTILITIES	42.37
41302	119-442.000-704.021	32627	MID	UTILITIES	1,880.30
41302	177-590.000-704.021	32627	MID	UTILITIES	129.71
41302	220-590.000-704.021	32627	MID	UTILITIES	1,995.36
41302	220-590.000-704.021	32627	MID	UTILITIES	70.18
					4,683.38
41303	119-442.000-705.040	104130	MIDSTATE AUTOMOTIVE EQ	VEHICLE MAINTENANCE	300.00
					300.00
41304	210-467.000-702.032	10009	MODESTO SAND AND GRAV	DEMOLISH & REMOVE BUI	7,475.00
					7,475.00
41305	101-402.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
41305	101-403.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	907.20
41305	101-405.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
41305	101-406.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	423.36
41305	101-407.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
41305	101-408.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	846.72
41305	101-412.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	1,058.40
41305	101-414.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	846.72
41305	102-418.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	997.92
41305	106-423.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	252.00
41305	106-424.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	635.04

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
41305	114-433.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	1,058.40
41305	117-411.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
41305	119-442.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
41305	134-459.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	423.36
41305	198-439.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	635.04
41305	213-438.000-708.009	95260	NATIONAL INDUSTRIAL	PENSION CONTRIBUTION	211.68
					9,354.24
41306	101-407.000-702.030	88042	NORQUIST	HEATING & AIR MAINTENANC	253.00
					253.00
41307	102-418.000-706.026	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE	74.57
					74.57
41308	101-408.000-703.023	99971	OAKDALE LEADER	ADVERTISEMENT	63.75
41308	101-408.000-703.023	99971	OAKDALE LEADER	ADVERTISEMENT	63.75
					127.50
41309	198-439.503-706.037	103187	OLSON/DEBBIE//	TRAVEL ALLOWANCE	73.37
					73.37
41310	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	18.32
41310	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	8.46
41310	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	13.68
41310	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	391.19
41310	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	165.61
					597.26
41311	114-000.000-200.170	103475	PARSHALL/CARRIE//	OVERPAYMENT REFUND	147.26
					147.26
41312	119-442.000-705.040	104859	PIONEER RESEARCH CORP.	VEHICLE MAINTENANCE	448.50
					448.50
41313	101-402.000-709.001	103589	RIVERBANK HIGH SCHOOL	CHRISTMAS PARADE SCHOLA	50.00
					50.00
41314	114-433.000-706.038	46820	SAFE T LITE	SAFETY EQUIPMENT	130.62
41314	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE	107.07

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
41314	101-414.000-706.029	46820	SAFE T LITE	BUILDING MAINTENANCE	148.52
41314	101-413.000-703.055	46820	SAFE T LITE	BARRICADES	775.58
41314	102-418.000-706.050	46820	SAFE T LITE	SAFETY EQUIPMENT	75.54
41314	102-418.000-706.026	46820	SAFE T LITE	SAFETY EQUIPMENT	20.17
					1,257.50
41315	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F	31,061.33
41315	197-439.000-706.029	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F	1,230.68
					32,292.01
41316	114-000.000-200.170	103553	SANTOS/LUIS//	REISSUE CHECK 35920	373.35
					373.35
41317	117-000.000-655.000	05019	STANISLAUS CO. CLERK REC	NON COMP. RELEASE	15.00
					15.00
41318	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY	891.50
41318	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	ADMINISTRATIVE FEE	344.80
					1,236.30
41319	101-403.000-702.032	104010	THALES CONSULTING INC.	ANNUAL TRANSACTION RE	2,205.00
					2,205.00
41320	106-424.000-702.030	100120	TILBURY AUTO PARTS	EQUIPMENT MAINTENANCE	2.80
					2.80
41321	201-000.000-200.084	56390	VISION SERVICE PLAN	VISION PREMIUM	776.91
					776.91
41322	119-442.000-705.040	104763	VOLVO RENTS	EQUIPMENT RENTAL	49.82
					49.82
41323	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	576.63
41323	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	235.86
41323	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	186.64
41323	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	281.17
41323	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	224.17
41323	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	181.19
41323	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE & LIGHTING	173.38

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					1,859.04
41324	118-000.000-200.150	105374	WILLEY/CRYSTAL//	DEPOSIT REFUND	200.00
					200.00
41325	101-402.000-706.035	50017	WINTON,IRELAND,STROM & G	BOND - JILL ANDERSON	625.00
					625.00
41326	101-412.000-706.037	101086	YOSEMITE CHAPTER ICC	EDUCATION & TRAINING	100.00
					100.00
				CHECK RUN TOTAL	**355,616.58**

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41327	101-402.000-709.001	88025	A & A PORTABLES INC.	PORTABLE RESTROOM		195.34
						195.34
41328	126-449.005-702.032	10000124	ADAMSON POLICE PRODUC	EQUIPMENT MAINTENANCE		326.06
41328	126-449.005-702.032	10000124	ADAMSON POLICE PRODUC	EQUIPMENT MAINTENANCE		125.91
						451.97
41329	198-439.503-702.053	95084	ADTECH	LABOR ON SITE - LRA		125.00
41329	198-439.503-702.053	95084	ADTECH	LABOR ON SITE - LRA		62.50
						187.50
41330	101-406.000-706.037	100936	ALANIZ/MIGUEL//	TRAVEL ALLOWANCE		35.64
						35.64
41331	197-439.000-706.029	01215	AMERINE SYSTEMS INC.	BUILDING MAINTENANCE - L		450.00
						450.00
41332	106-424.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		317.23
41332	119-442.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		89.60
41332	114-433.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		176.53
41332	101-405.000-702.032	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		60.92
41332	102-418.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		121.31
41332	106-423.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICE		40.43
						806.02
41333	106-424.000-706.026	99450	ARROWHEAD	BOTTLED WATER		15.00
						15.00
41334	101-407.000-704.022	39025	AT&T	COMMUNICATIONS		444.14
						444.14
41335	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.56
41335	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.07
41335	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		16.03
41335	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.80
41335	106-423.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.79
						82.25
41336	114-000.000-200.171	105385	AYALA/JOSE//	DEPOSIT REFUND		15.17

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
					15.17
41337	106-424.000-706.029	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICES	47.00
41337	101-407.000-702.032	01093	BJ'S CONSUMER'S CHOICE	PEST CONTROL SERVICES	276.00
					323.00
41338	101-402.000-706.015	91048	BRANDING IRON BBQ SERV	CHRISTMAS LUNCHEON CAT	1,050.00
					1,050.00
41339	118-441.000-706.079	104770	BURNS/DAVID//	LAUNDRY & CELL PHONE ST	70.00
41339	118-441.000-706.079	104770	BURNS/DAVID//	LAUNDRY & CELL PHONE ST	70.00
					140.00
41340	114-000.000-200.171	99507	CRAWFORD/GARRET//	DEPOSIT REFUND	9.24
					9.24
41341	101-414.000-706.038	102933	DEPT. OF PESTICIDE REGULAT	PESTICIDES LICENSES	60.00
					60.00
41342	114-000.000-200.171	105384	DEVEY/NICOLE JULYNN//	DEPOSIT REFUND	8.35
					8.35
41343	118-441.000-703.030	105098	DJURISIC/ZORAN//	FENCING INSTRUCTOR	441.00
					441.00
41344	119-442.000-705.041	100750	DONLEE PUMP COMPANY	VEHICLE FUEL	179.07
					179.07
41345	118-441.000-706.079	105067	DORRETT/NEWTON//	LAUNDRY & CELL PHONE ST	70.00
41345	118-441.000-706.079	105067	DORRETT/NEWTON//	LAUNDRY & CELL PHONE ST	70.00
					140.00
41346	199-439.000-702.053	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL	642.53
					642.53
41347	197-439.000-706.029	13010	FAR WEST	LAB SAMPLES - LRA	150.00
					150.00
41348	101-414.000-706.029	103284	FASTENAL COMPANY	BUILDING MAINTENANCE	48.29
41348	101-414.000-706.029	103284	FASTENAL COMPANY	BUILDING MAINTENANCE	7.71
					56.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
41349	102-418.000-706.050	105353	FIRSTCHOICE INDUSTRIAL SU	SAFETY EQUIPMENT	419.58
					419.58
41350	106-424.000-706.073	105383	FREEMAN DESIGNS	EMPLOYEE UNIFORMS	155.70
					155.70
41351	118-441.000-703.030	105144	GABRIEL/EDWARD//	TAE KWON DO INSTRUCTOR	682.50
					682.50
41352	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICES - NOV 2	12,188.68
					12,188.68
41353	102-418.000-706.029	101020	GEORGE REED, INC.	BUILDING MAINTENANCE	224.47
41353	102-418.000-706.029	101020	GEORGE REED, INC.	BUILDING MAINTENANCE	199.44
					423.91
41354	197-439.000-704.021	17801	GILTON SOLID WASTE MGMT	BIN SERVICES - LRA	97.67
					97.67
41355	151-477.000-707.123	10028	GIULIANI & KULL, INC.	CENTRAL AVE REHABILITA	812.50
41355	101-412.000-702.035	10028	GIULIANI & KULL, INC.	TOPEKA & THIRD STREETS	1,077.50
41355	151-477.000-707.123	10028	GIULIANI & KULL, INC.	CENTRAL AVE REHABILITA	2,875.00
41355	101-412.000-702.035	10028	GIULIANI & KULL, INC.	PATTERSON RD CONCEPT PL	430.00
41355	101-412.000-702.035	10028	GIULIANI & KULL, INC.	ROAD IMPROVEMENT MASTE	680.00
41355	151-477.000-707.101	10028	GIULIANI & KULL, INC.	OAKDALE & MORRILL ROAD	2,802.50
					8,677.50
41356	101-414.000-702.032	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	7,890.00
41356	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	162.72
41356	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	144.67
41356	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	545.00
					8,742.39
41357	106-423.000-702.032	105381	HADRONEX, INC.	EQUIPMENT MAINTENANCE	1,818.47
					1,818.47
41358	118-000.000-200.150	105382	HALLOWAY/NICOLE//	DEPOSIT REFUND	125.00
					125.00
41359	119-442.000-705.040	01035	HOLT OF CALIFORNIA	VEHICLE MAINTENANCE	86.50

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					86.50
41360	101-414.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	1,540.69
41360	101-407.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	138.70
41360	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	96.13
41360	101-407.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	79.60
41360	118-441.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	53.13
41360	177-590.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	25.25
					1,933.50
41361	114-000.000-200.175	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE	15,158.98
					15,158.98
41362	101-405.000-702.032	99436	KD ANDERSON & ASSOCIAT	CONSULTING SERVICES	270.00
					270.00
41363	198-439.503-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES - LRA	24,762.09
					24,762.09
41364	101-402.000-709.001	105380	LAWELLIN/ALICE//	CERTIFIED CSHA JUDGE	125.00
					125.00
41365	114-000.000-200.171	105379	LIU/EDWIN C.//	DEPOSIT REFUND	60.00
					60.00
41366	106-424.000-704.021	32627	MID	UTILITIES	20,772.91
					20,772.91
41367	101-407.000-706.073	104633	MISSION UNIFORM SERVICE	CLEANING SERVICE	125.00
					125.00
41368	101-414.000-706.029	33900	NORMAC	BUILDING MAINTENANCE	44.33
					44.33
41369	101-407.000-702.030	88042	NORQUIST	HEATING & AIR MAINTENANC	252.09
					252.09
41370	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE	459.43
41370	119-442.000-706.028	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE	96.61
41370	114-433.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE	50.41

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
						606.45
41371	101-414.000-704.021	103281	OAKDALE IRRIGATION DIS	WATER DELIVERY FEE		220.00
						220.00
41372	198-439.503-706.037	103187	OLSON/DEBBIE//	TRAVEL ALLOWANCE		140.08
						140.08
41373	114-000.000-200.171	105378	PACI/JOSEPH SAMUEL//	DEPOSIT REFUND		6.88
						6.88
41374	101-414.000-706.038	100971	PAPA	MEMBERSHIP RENEWAL		45.00
						45.00
41375	101-412.000-709.001	45073	PETTY CASH	CHRISTMAS LUNCHEON DON		150.00
41375	197-439.000-706.037	45073	PETTY CASH	LRA		40.00
41375	198-439.503-702.053	45073	PETTY CASH	LRA		17.92
41375	101-409.000-709.001	45073	PETTY CASH	SHOP WITH A COP		5,606.00
						5,813.92
41376	101-403.000-703.025	11009	PRINTING SYSTEMS, INC.	OFFICE SUPPLIES		115.16
						115.16
41377	114-433.000-702.030	48850	RESOURCE BUILDING MATER	EQUIPMENT MAINTENANCE		96.64
						96.64
41378	102-418.000-702.032	104483	REVEL ENVIRONMENTAL	BUILDING MAINTENANCE		1,760.00
						1,760.00
41379	114-000.000-200.171	105376	RIVERA SOTO/VICTOR MANUE	DEPOSIT REFUND		48.19
						48.19
41380	114-000.000-200.171	105377	RUBY FROZEN YOGURT	DEPOSIT REFUND		42.04
						42.04
41381	114-000.000-200.171	105062	SHAW/CHRIS//	DEPOSIT REFUND		29.64
						29.64
41382	101-405.000-706.037	100913	SMALLEN/JANET//	TRAVEL ALLOWANCE		33.07
						33.07
41383	126-449.006-702.034	102745	STANISLAUS CO. SHERIFF'S D	PROBATION SEARCHES - AB		1,928.78

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
						1,928.78
41384	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		1,357.26
						1,357.26
41385	101-412.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		194.59
41385	101-405.000-703.025	103349	STAPLES ADVANTAGE	OFFICE SUPPLIES		21.52
						216.11
41386	101-414.000-703.049	95028	SUNRISE ENVIRONMENTAL	CHEMICALS		363.70
						363.70
41387	114-433.000-702.030	103435	TRACTOR SUPPLY CREDIT P	EQUIPMENT MAINTENANCE		43.24
						43.24
41388	114-000.000-200.171	103680	VELTING/JEFF & KARIN//	DEPOSIT REFUND		20.99
						20.99
41389	101-405.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		66.07
						66.07
41390	119-442.000-702.038	99962	WILSON TECHNOLOGIES	PHONE MAINTENANCE- JAN		660.00
						660.00
				CHECK RUN TOTAL		**116,417.24**

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41391	101-402.000-706.015	45073	PETTY CASH	CHRISTMAS & SHERIFF'S LU		450.00
41391	101-409.000-702.030	45073	PETTY CASH	CHRISTMAS & SHERIFF'S LU		300.00
						750.00
41392	197-439.000-704.021	88025	A & A PORTABLES INC.	PORTABLE RESTROOM		49.76
						49.76
41393	210-467.000-702.032	104272	AECOM INC.	GP UPDATE - NEXUS STUDY		804.00
						804.00
41394	101-401.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		16.52
41394	101-402.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		7.65
41394	101-403.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		48.41
41394	101-405.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		0.22
41394	101-406.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		4.36
41394	101-408.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		28.97
41394	101-412.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		0.17
41394	101-403.000-703.025	01115	ALPHA NUMERIC	COPY COUNT		0.03
						106.33
41395	101-408.000-702.030	60001	AMERICAN LEGAL PUBLISH	MUNI CODE INTERNET RENE		495.00
						495.00
41396	101-412.000-706.026	99450	ARROWHEAD	BOTTLED WATER		24.81
41396	197-439.000-704.021	99450	ARROWHEAD	BOTTLED WATER - LRA		122.46
						147.27
41397	101-405.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		92.40
41397	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		30.68
41397	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		246.69
41397	101-409.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		215.83
41397	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		61.54
41397	101-414.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		30.69
41397	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		61.55
41397	106-423.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		61.54
41397	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		30.68
41397	198-439.503-702.053	99815	AT&T-CALNET 2	COMMUNICATIONS - LRA		353.20

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					1,184.80
41398	101-402.000-709.001	50020	BAIN/LUANNE//	REIMBURSEMENT - PARADE	167.73
					167.73
41399	101-404.000-702.033	104568	BEST BEST & KRIEGER LLP	LEGAL SERVICES	429.52
					429.52
41400	114-000.000-200.171	105389	CAJERO/HILDA//	DEPOSIT REFUND	10.89
					10.89
41401	212-597.000-702.053	99347	CALIFORNIA C.A.D. SOLUTIO	DATA UPDATE	6,500.00
					6,500.00
41402	137-460.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	WORKERS' COMP/LIABILITY	47,049.00
41402	138-461.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	WORKERS' COMP/LIABILITY	24,124.00
41402	137-460.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	RETROSPECTIVE ADJUSTME	32,783.00
41402	138-461.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	RETROSPECTIVE ADJUSTME	895.00
					104,851.00
41403	101-408.000-702.034	102990	CHARTER COMMUNICATION	COMMUNICATIONS - NORTH	21.85
41403	101-408.000-702.032	102990	CHARTER COMMUNICATION	COMMUNICATIONS	147.99
41403	101-407.000-702.032	102990	CHARTER COMMUNICATION	COMMUNICATIONS - TEEN	79.99
					249.83
41404	197-439.000-702.032	104609	CHURCHWELL WHITE	LEGAL SERVICES - LRA	3,108.10
					3,108.10
41405	101-411.000-702.034	36200	CITY OF OAKDALE	ANIMAL CONTROL SERVICE	13,064.31
					13,064.31
41406	197-439.000-704.021	11091	CITY OF RIVERBANK #2	WASTEWATER BILLING	318.06
					318.06
41407	101-403.000-702.032	95279	CLENDENIN BIRD & COMPAN	AUDIT SERVICES	11,059.00
					11,059.00
41408	138-461.000-706.034	1000082	COSTANZO & ASSOCIATES	LEGAL SERVICES	529.51
					529.51
41409	101-405.000-701.005	103782	DEGELE/JOHN//	PLANNING COMMISSION ME	100.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					100.00
41410	101-408.000-706.014	22045	DEPARTMENT OF JUSTICE	FINGERPRINT APPS - NOV 20	32.00
					32.00
41411	101-408.000-703.025	03001	DESIGNS BY KAREN	FLORAL ARRANGEMENT	144.76
					144.76
41412	197-439.000-706.029	100750	DONLEE PUMP COMPANY	BUILDING MAINTENANCE	198.66
					198.66
41413	199-439.000-702.053	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL	377.95
					377.95
41414	114-433.000-702.032	104765	EQUARIUS WATERWORKS	ANNUAL RENEWAL	2,896.00
					2,896.00
41415	101-412.000-703.024	13300	FEDEX	POSTAGE	18.66
					18.66
41416	198-439.503-702.032	10028	GIULIANI & KULL, INC.	AMMUNITION PLANT	1,207.50
					1,207.50
41417	101-402.000-709.001	95266	GOLDEN VALLEY AWARDS	ENGRAVING	113.53
41417	101-401.000-706.026	95266	GOLDEN VALLEY AWARDS	PLAQUES	75.69
					189.22
41418	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE	163.43
					163.43
41419	197-439.000-704.021	104288	HETCH HETCHY WATER & P	UTILITIES - LRA	28,038.30
					28,038.30
41420	119-442.000-705.040	01035	HOLT OF CALIFORNIA	VEHICLE MAINTENANCE	12.28
					12.28
41421	114-000.000-200.171	105390	HOME BYERS REALTY	DEPOSIT REFUND	54.95
					54.95
41422	106-424.000-702.030	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	79.12
41422	106-424.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	102.65
41422	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	EQUIPMENT MAINTENANCE	49.87

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
41422	102-418.000-706.026	100312	HOME DEPOT CREDIT SERVI	EQUIPMENT MAINTENANCE	3.13
41422	106-423.000-702.030	100312	HOME DEPOT CREDIT SERVI	EQUIPMENT MAINTENANCE	6.44
41422	102-418.000-706.026	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	14.01
41422	101-412.000-709.001	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE	37.77
					292.99
41423	101-405.000-701.005	100354	HUGHES/PATRICIA//	PLANNING COMMISSION ME	100.00
					100.00
41424	114-000.000-200.170	105253	KIBBY ROAD LLC	OVERPAYMENT REFUND	72.28
					72.28
41425	198-439.503-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES - LRA	4,899.20
					4,899.20
41426	101-402.000-709.001	105380	LAWELLIN/ALICE//	CHRISTMAS PARADE	10.00
					10.00
41427	118-000.000-680.002	105386	MAGANA/SERENA//	REFUND	130.00
					130.00
41428	114-433.000-702.031	104377	MAILFINANCE	POSTAGE LEASE OCT 13 - JA	110.41
41428	101-403.000-702.031	104377	MAILFINANCE	POSTAGE LEASE OCT 13 - JA	110.40
41428	106-423.000-702.031	104377	MAILFINANCE	POSTAGE LEASE OCT 13 - JA	110.40
					331.21
41429	101-405.000-701.005	105369	MCKINNEY/ANTHONY D.//	PLANNING COMMISSION ME	100.00
					100.00
41430	220-590.000-704.021	32627	MID	UTILITIES	194.14
41430	220-590.000-704.021	32627	MID	UTILITIES	71.20
41430	173-590.000-704.021	32627	MID	UTILITIES	11.75
41430	114-433.000-704.021	32627	MID	UTILITIES	8,355.65
41430	114-433.000-704.021	32627	MID	UTILITIES	1,188.92
41430	101-413.000-704.021	32627	MID	UTILITIES	265.87
41430	220-590.000-704.021	32627	MID	UTILITIES	31.68
41430	114-433.000-704.021	32627	MID	UTILITIES	1,040.82
					11,160.03

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41431	106-424.000-702.031	32615	MO - CAL	COPY COUNT		345.52
41431	101-412.000-702.031	32615	MO - CAL	COPY COUNT		345.52
41431	114-433.000-702.031	32615	MO - CAL	COPY COUNT		345.52
						1,036.56
41432	101-403.000-702.032	103000	MUNISERVICES, LLC	SALES AND USE TAX		1,906.22
						1,906.22
41433	114-433.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8,124.78
41433	175-590.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		165.92
41433	101-414.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		742.83
41433	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,811.53
41433	106-423.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		2,013.62
41433	106-424.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		767.04
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		6,568.57
41433	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,399.08
41433	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1,254.07
41433	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		420.95
41433	106-424.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		492.93
41433	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8.12
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		411.03
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		84.56
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		10.51
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		10.51
41433	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		23.28
						24,309.33
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	2455 BRACCO WAY		170.00
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	1837 HOT SPRINGS LN.		212.50
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	6724 ESTELLE AVE		212.50
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	2425 NOVI DR		170.00
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	5930 WESTMINSTER CT		170.00
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	2561 BRADFORD WAY		170.00
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	5630 COLOMER CT		170.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41434	101-000.000-600.090	40725	PACIFIC PLAN REVIEW	3107 MARRS LN		170.00
						1,445.00
41435	101-403.000-703.025	102955	PACIFIC STORAGE COMPAN	STORAGE & SHREDDING FEE		28.24
41435	101-405.000-703.025	102955	PACIFIC STORAGE COMPAN	STORAGE & SHREDDING FEE		28.24
41435	101-408.000-703.025	102955	PACIFIC STORAGE COMPAN	STORAGE & SHREDDING FEE		28.24
41435	101-412.000-703.025	102955	PACIFIC STORAGE COMPAN	STORAGE & SHREDDING FEE		50.25
						134.97
41436	102-418.000-706.036	100971	PAPA	MEMBERSHIP DUES		45.00
						45.00
41437	101-401.000-703.025	45073	PETTY CASH	FINANCE		23.96
41437	118-000.000-680.002	45073	PETTY CASH	FINANCE		25.00
41437	101-412.000-706.037	45073	PETTY CASH	FINANCE		6.00
41437	101-408.000-703.024	45073	PETTY CASH	FINANCE		6.11
41437	101-402.000-702.040	45073	PETTY CASH	FINANCE		29.03
41437	101-401.000-709.001	45073	PETTY CASH	FINANCE		73.33
41437	197-439.000-706.037	45073	PETTY CASH	LRA		45.20
41437	198-439.503-702.053	45073	PETTY CASH	LRA		33.35
						241.98
41438	119-442.000-706.026	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		7.00
41438	119-442.000-706.026	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		3.50
41438	114-433.000-706.026	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		10.50
41438	119-442.000-705.040	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		3.50
41438	102-418.000-706.026	101175	PRIME SHINE EXPRESS CAR W	VEHICLE WASHES		3.50
						28.00
41439	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COSTS UTILITIES OCT 2		723.40
41439	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST -UTILITIES NOV 2		460.56
						1,183.96
41440	101-000.000-200.186	99298	STANISLAUS CO TRANSIT DI	RECONCILIATION OF TICKET		126.00
						126.00
41441	101-401.000-706.056	102847	STANISLAUS CONSOLIDATE	HOUSING AUTHORITY ASSE		49,141.38

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					49,141.38
41442	101-000.000-675.050	102992	STANISLAUS COUNTY	AB 939 FEES FY 12-13	354.22
					354.22
41443	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY	301.20
					301.20
41444	118-000.000-200.150	105387	STICKLE/STEVEN//	DEPOSIT REFUND	125.00
					125.00
41445	101-439.000-702.043	103004	THE PLANNING CENTER - DC	SPECIFIC PLAN	2,910.00
					2,910.00
41446	118-000.000-200.150	105388	TUIFUA/BEN//	DEPOSIT REFUND	700.00
					700.00
41447	118-441.000-706.026	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	250.07
41447	101-402.000-709.001	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	136.98
41447	134-459.000-703.027	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	141.49
41447	134-459.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	106.80
41447	196-496.000-707.003	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	7.99
41447	101-412.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	65.00
41447	101-405.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	920.00
41447	101-406.000-706.036	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	54.21
41447	101-412.000-709.001	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	216.00
41447	198-439.503-702.053	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	221.77
41447	106-423.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	125.00
41447	102-418.000-706.038	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	125.00
41447	114-433.000-704.022	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	70.39
41447	114-433.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	123.83
41447	106-423.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	148.21
41447	102-418.000-706.050	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	110.24
41447	106-423.000-706.050	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	110.24
41447	114-433.000-706.050	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	110.24
41447	119-442.000-706.050	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	110.23
41447	101-403.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES	-272.61

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
41447	101-408.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		18.11
41447	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		2.00
41447	101-401.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		2,200.00
41447	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		625.00
						5,726.19
41448	101-409.000-706.026	104032	VELDSTRA/ALBERT//	ADMINISTRATIVE HEARING		80.00
						80.00
41449	101-405.000-701.005	103783	VILLAPUDUA/CARLOS//	PLANNING COMMISSION ME		100.00
						100.00
41450	101-409.000-702.031	99962	WILSON TECHNOLOGIES	TELEPHONE MAINTENANCE		175.00
						175.00
				CHECK RUN TOTAL		**284,424.54**