

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 - Luis Uribe

Vice Mayor District 2 – Cindy Fosi

District 3 – John Pimentel

District 4 – Stacy Call



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

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



TUESDAY, JANUARY 28, 2025 – 6:00 P.M.

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

- 1. CALL TO ORDER**
- 2. FLAG SALUTE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. AGENDA CHANGES**

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 **Recognition- Cardozo Middle School Girls Basketball Team-** It is recommended that the City Council present a Certificate of Recognition to the Cardozo Middle School Girls Basketball Team, Athletic Director Luis Solorio, Coach Bargas, Coach Golding, and Coach Ramos for their championship achievement.

Item 7.2 **Presentation- Riverbank Recycled Water Project-** It is recommended that the City Council receive a presentation from Neal Colwell, Consulting Engineer with Kjeldsen, Sinnock, Neudeck, regarding information on the history and status of the Riverbank Regional Recycled Water Project (RRRWP) for the City of Riverbank.

Item 7.3 **Presentation-Strategic Plan Progress Report-** It is recommended that the City Council receive a progress report on the status of the 2022 – 2027 Strategic Plan.

8. PUBLIC COMMENTS (No action can be taken)

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

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

IN PERSON Comments- Please fill out a Comment Card & Return to the City Clerk

9. CONSENT CALENDAR

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for January 14, 2025.

Item 9.3 **Resolution** Approving and Authorize the City Manager to Execute an Investment Fiduciary & Retirement Plan Consulting Agreement with The Baldwin Group Wealth Advisors, LLC for ongoing Administration Services of the City's Deferred Compensation Plan.

Item 9.4 **Resolution** Accepting the Annual Financial Report for Fiscal Year 2022-2023.

Item 9.5 **Resolution** to Award Bid for the Woodhaven Drywell, Catch Basin and Hard Scape Project to Sinclair General Engineering Construction Inc. and Authorize Execution of Future Change Orders.

Item 9.6 **Resolution** Approving a Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless to Install a Cellular Tower at Castleberg Park and Authorizing the City Manager to Execute Said Agreements.

10. PUBLIC HEARING- No items Scheduled.

11. NEW BUSINESS

Item 11.1 **A Discussion on Direction for the Founder's Day Carnival and/or Cultural Music Festival-** It is recommended that the City Council provide direction to the Parks and Recreation Department on the Founder's Day Carnival, scheduled for April 26, 2025, and the Cultural Music Festival proposed to happen on the same day.

Item 11.2 **Direction on the Proposed Use of the Transitional/Permanent Supportive Housing Funds Provided by Senator Eggman-** It is recommended that the City Council provide direction to staff regarding the use of the funds granted to the City by Senator Eggman of approximately \$1.5 million.

Item 11.3 **Consideration of City Council Appointments to the Stanislaus Homeless Alliance (SHA) and the Economic Development Action Committee (EDAC) for the Year 2025-**It is recommended that City Council: 1) Review the appointment and 2) Volunteer or nominate a member of the Council to serve as the representative; and 3) By roll call vote, ratify the appointment for the year 2025.

12. COMMENTS/REPORTS

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

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION- No Items Scheduled.

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

14. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, February 11, 2025**

AFFIDAVIT OF POSTING

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

Posted this 23rd day of January, 2025

/s/ **Gabriela Hernandez, CMC, City Clerk**



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

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



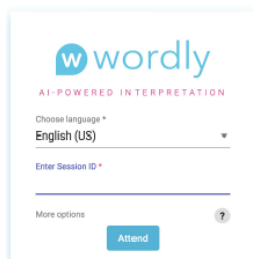
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

STEP 1/PASO 1



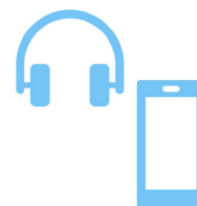
Scan QR Code
Escanea el código

STEP 2/ PASO 2



Choose Spanish language
Escoja el idioma Español

STEP 3/ PASO 3



Read Captions on Device
Use headset for Audio
Lea subtítulos en su aparato
Use auriculares para audio

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



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

PUBLIC “LIVE” VIEWING

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

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

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

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

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

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

JOIN THE MEETING VIA ZOOM PLATFORM

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

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

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

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	January 28, 2025
Subject:	Cardozo Middle School Girls Basketball Team – Recognition
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council present a Certificate of Recognition to the Cardozo Middle School Girls Basketball Team, Athletic Director Luis Solorio, Coach Bargas, Coach Golding, and Coach Ramos for their championship achievement.

SUMMARY

The Cardozo Girls Basketball Team has clinched the Mid Valley Athletics League (MVAL) 7th Grade Girls Basketball Championship. Under the guidance of Coach Bargas, the team completed an undefeated season with a perfect 12-0 record. Coach Bargas has sparked excitement with his distinctive approach to teaching the game in an enjoyable way, allowing the players to absorb key skills while playing with speed and freedom. The players have gained confidence in their individual abilities, which has helped strengthen their unity as a team. Additionally, Coach Bargas fosters an atmosphere where the girls can truly be themselves and have fun.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Certificate of Recognition



Certificate of Recognition

Presented to

Cardozo Girls Basketball Team

Mid Valley Athletics League Girls Basketball Championship

In recognition of your exceptional teamwork, dedication, and outstanding sportsmanship throughout the season. Your collective efforts, commitment, and perseverance have brought great pride to the team, school, and community. Your hard work both on and off the court has exemplified the true spirit of competition and unity. Congratulations!

January 28, 2025

Rachel Hernandez
Mayor

Riverbank City Council

District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call

Vice Mayor – Cindy Fosi, Mayor – Rachel Hernandez

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	January 28, 2025
Subject:	Presentation- Riverbank Regional Recycled Water Project
From:	Marisela H. Garcia, City Manager
Submitted by:	Cody Bridgewater, Director of Public Works

RECOMMENDATION

It is recommended that the City Council receive a presentation from Neal Colwell, Consulting Engineer with Kjeldsen, Sinnock, Neudeck, regarding information on the history and status of the Riverbank Regional Recycled Water Project (RRRWP) for the City of Riverbank.

SUMMARY

The City of Riverbank Public Works Department is providing an informational presentation on the history and status of the Riverbank Regional Recycled Water Project (RRRWP).

FINANCIAL IMPACT

There is no financial impact with the report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATIONS

Meeting Date:	January 28, 2025
Subject:	Strategic Plan Progress Report
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council receive a progress report on the status of the 2022 – 2027 Strategic Plan.

SUMMARY

In August 2021 the City Council and City Staff met to discuss new objectives to achieve the City's Strategic Plan Goals. The Strategic Plan delineates the objectives set forth for the time period of 2022-2027. Tonight's presentation is a progress report on the established objectives.

BACKGROUND

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

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

Per the direction provided by the City Council in March 2024, an update to the Strategic Plan will be scheduled in 2025.

STRATEGIC PLAN

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

FINANCIAL IMPACT

There is no financial impact associated with this item.

ATTACHMENT

1. 2025 Strategic Plan Progress Update

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT
GOAL: ENSURE THE CITY'S CONTINUED FINANCIAL STABILITY

Objective	Status
Maintain a minimum of 10% of the General Fund in reserves.	Achieved, on-going.
Adhere to adopted policies and procedures.	On-Going.
Continue to review and update Master Fee Schedules and Rate Schedules on regular basis.	On-Going.
Continue to seek local, regional, and federal grant opportunities to support City projects, programs and initiatives especially those that provide funding for diversity and equity.	On-going. Funding applications for financing of the Riverbank Regional Recycled Water Project under review.
At Mid-Year review, Council will establish a % of reserves to commit to a 115 Trust or other investment option to reduce CalPERS liability.	\$700,000 in funding reserved for this project. Staff to proceed with Requests for Proposals.
Provide transparency in all activities related to municipal finance and ensure that financial records are accurate, reliable and timely.	On-Going. Warrant registers posted online on the Finance Dept. site.
Review contract options for Fire/Emergency Services.	Modesto FD contract in effect for administrative services to SCFPD.
Explore the use of renewable energy for City operations/vehicles.	On-Going. Energy Efficiency project to be completed in 2025.

GOAL: IMPROVE PUBLIC SAFETY

Objective	Status
Ensure adequate funding for appropriate levels of staffing for law enforcement and fire department personnel.	On-Going. New Law Enforcement contract approved in June 2024.
Expand community resource deputy program.	Request for new Community Resources Deputy submitted in April 2024.
Ensure mental health training for officers.	County function.
Support local and regional partnerships for mutual aid.	On-Going. Mutual aid for natural disasters and other emergencies may be requested from Stanislaus County Office of Emergency Services.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Continue to update emergency operations plan(s) and ensure appropriate staff training and engagement for implementation.	On-Going.
Support emergency preparedness throughout the community, including those related to public health and natural disasters.	On-Going.
Maintain safe, well-lit streets and roads.	On-Going. SB 1 and Measure L projects are on-going and include lighting upgrades. New staff added to the City's Streets/Sewer Division. Established Traffic Committee.
Complete the City's Active Transportation Plan	Completed in October 2021.
Continue to support enhancements for Safe Routes to Schools.	On-Going. Palmer sidewalk project scheduled for 2025.
Review ADA access and compliance working collaboratively with public utilities.	On-Going.
Consider development of a Local Road Safety Plan for the City.	To be evaluated.
Monitor treatment, storage, and delivery systems to ensure safe, reliable delivery of water.	On-Going as required by the State Water Resources Control Board. Design for Water Wells #11 & #13 in progress.
Explore use of technology to including cameras.	On-Going. Camera project expanded to include new intersections in Crossroads West.
Eliminate use of illegal fireworks through aggressive/proactive monitoring.	On-Going. 17 citations issued in 2024.

GOAL: IMPROVE HISTORIC DOWNTOWN

Objective	Status
Continue to work with Community Development to solicit feedback from businesses and developers on the permit approval and other processes and provide recommended solutions for consideration by the City Manager and/or City Council.	On-Going.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Support efforts that promote beautification of the physical environment including public art.	JMP Mural located on the Lana Clayton Farmers Insurance building has been refreshed.
Support the efforts of Code Enforcement.	On-Going. Part-Time Code Enforcement position approved in the FY 2024-25 budget.
Enforce compliance by landlords through fines and/or other incentives.	Vacant building ordinance adopted May 2023.
Explore opportunities for façade improvement programs.	\$180,000 in ARPA funds awarded to downtown businesses for improvements to their façade.
Explore opportunities for lighting and landscaping enhancements.	Funding allocated from the General Fund. Currently reviewing quotes.
Support sustainable programs to promote local businesses and/or improve the downtown area.	On-going. Contract with Opportunity Stanislaus in effect until 2026.
Coordinate efforts with the Chamber of Commerce, Opportunity Stanislaus, and regional economic interests to identify opportunities for development.	On-going. Became members of the Stanislaus Latino Chamber. Riverbank Chamber of Commerce training scheduled in February 2025 in the City Council Chambers.
Explore opportunities for incubator businesses.	To explore possible locations.
Support community events produced by local non-profit agencies.	On-going. Fee waivers approved for the Federated Women's Club/Soroptimist Christmas Luncheon & Toys for Tots.
Consider structural amenities to enhance the downtown experience.	Uplighting Project being designed.
Include charging stations for electric vehicles.	Senior Community Center will install infrastructure for 4 charging stations.
Promote connectivity/mobility for multiple modes of transportation including bike and pedestrian access, and ADA compliance.	Recent change in StanRTA Route 60 added stops at the Community Center and downtown.

GOAL: IMPROVE INTERNAL AND EXTERNAL COMMUNICATION

Objective	Status
Proactively communicate news about the City to residents, businesses and surrounding communities.	On-going. Social Media Communication Contract approved by City Council in October 2024 with Jane Media Services.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Continue to deliver the City's newsletter to residents.	On-going.
Use new electronic billboard to share information	On-going.
Ensure appropriate linguistic translation of materials to engage the City's Hispanic population.	On-going. Forms and information now being provided in English and Spanish.
Use social media to disseminate positive news, milestones and accomplishments throughout the community.	On-going.
Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation, and non-profit agencies.	On-going. Meeting on a monthly basis with RUSD Superintendent.
Work with youth to develop a Youth Council for the community that includes millennials.	To discuss with new Riverbank Unified School District Superintendent.

GOAL: ENCOURAGE EMPLOYEE DEVELOPMENT

Objective	Status
Develop and implement organization wide staff succession planning.	On-Going. Succession plans developed.
Develop and implement specialized customer service training across all departments.	To evaluate options via Merced Community College.
Support employee training, enrichment and recognition, including team building opportunities.	On-going. Holding quarterly staff meetings amongst other training and events for staff.
Establish clear performance standards for the workforce and provide annual employee reviews.	On-going.
Conduct a review of the City's management tools, systems and resources including geographic information systems (GIS).	Completed. Contract approved with North State Planning and Development Collective (Chico State) in January 2025.
Consider "shared" administration position(s) to support multiple departments.	On-going. Shared Code Enforcement position approved between planning, water, and solid waste.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Review technological tools/software to ensure maximum efficiency.	Public Works implemented use of Mobile MMS and Building/Planning implementing use of iWorq system. Transition to Microsoft 365 approved. Solar App+ system for online solar permits being evaluated.
Research feasibility of a new City Hall to accommodate current and future needs.	Exploring re-use of existing city locations. Feasibility study complete.

GOAL: PROMOTE SUSTAINABLE DEVELOPMENT	
Objective	Status
Update the City's General Plan and Zoning Code	RFP to be issued this year for a review/update of the 2005-2025 General Plan.
Work with LAFCO to update the City's Sphere of Influence.	Will review should the Riverwalk Specific Plan move forward or as part of a boundary change for North County Corridor.
Follow North County Corridor project impacts on Riverbank.	Meetings held with developers and Army regarding Oakdale/Claribel intersection upgrades and Claus Road intersection. Hosted community meeting for residents. County to consider contract award in February 2025.
Housing Element Update <i>Consider exploring dual-use housing for farmworkers during growing season and homeless off-season.</i>	Contract awarded to JB Anderson Land Use Planning on 9/12/23. Draft approved for submittal to HCD in November 2024.
Inclusion of an Environmental Justice Element	Civic Spark Fellow provided the groundwork for this item to be considered during the next review/update of the General Plan. Planning Intern continued to work on this item.
Complete/implement High Value Specific Plans including: 1. Eastside Industrial Specific Plan 2. Riverwalk Specific Plan 3. The Cannery Site	To be reviewed with Master Developer. DEIR updates in progress based on comments received. DA in review.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Develop Regional Storm Water Plan	To be evaluated for feasibility. New development required to maintain storm water onsite.
Continue to Develop Regional Waste Resources/Treatment Plant and identify funding for project completion.	In progress. Awaiting response from FEMA BRIC Program for potential funding and working on application for State SRF Loan funding.
Incentivize programs for saving electricity, water, and other essential resources.	Turf replacement program initiated in July 2022.

GOAL: SUPPORT ECONOMIC DEVELOPMENT THAT PROMOTES JOB-HOUSING BALANCE.

Objective	Status
Complete the Crossroads West Development.	In progress. Groundbreaking for Commercial Center held in July 2023. Costco ribbon cutting in June 2024. Wendy's, Chase Bank, & Raising Canes under construction.
Implement permit streamlining to attract businesses to the City.	On-Going. Implementation of IWorQ system in progress to allow for online submittals.
Focus efforts on manufacturing and development businesses.	Approved CUP for the Aemetis Sustainable Aviation Fuel/Renewable Diesel plant.
Cross train building and community development staff to support economic development.	On hold pending filling of current vacancies.
Complete conveyance of Army property to the City.	In progress. LRA and Army working on a Lease in Furtherance of Conveyance.

GOAL: ENHANCE QUALITY OF LIFE

Objective	Status
Maintain and refresh the parks, trails, and facilities to provide exceptional experiences.	In progress. Castleburg Park basketball courts and trail remodel completed. Working on environmental review for the expansion of the Jacob Myers Park Trail. ARPA funding approved for upgrades to Castleburg Park & Pioneer Park playgrounds.

Highlighted items reflect progress updates since the March 2024 progress report

JANUARY 2025 CITY OF RIVERBANK STRATEGIC PLAN PROGRESS REPORT

Seek ways to provide amenities and facilities to underserved/aging neighborhoods.	Property sold to Riverbank Housing Authority for the construction of a Senior Community Center.
Provide public restrooms, benches, and other amenities in City parks.	On-going. Most, if not all, parks have amenities.
Develop recreational facilities such as an aquatic center.	Have attempted to obtain state funding. Will continue to work on other grant opportunities.
Support youth activities.	In progress. Looking to develop a Youth Council.
Promote Stanislaus River opportunities and activities	On-going.
Promote Community Partnerships	On-going.
Support Love Riverbank and other volunteer groups.	On-going. Providing supplies/equipment to Love Riverbank 2025 and staff assistance to the Annual Bike Rodeo.
Support public art opportunities.	On-going.
Support community-driven multi-cultural events.	On-going. Mexico Magico Event in June & Dia De los Muertos Celebration held in November.
Support environmental enhancements.	On-going.
Consider a sound wall on east side of BNSF tracks.	Researching options.
Support efforts to improve air quality.	On-going. Air quality monitoring stations have been installed in city camera locations.
Explore new materials and technology for roadway improvements and lighting.	On-going. Use of micro-slurry process currently in place.
Promote a healthy community.	On-going.
Consider establishing a PAR course or other facilities to promote fitness.	Equipment installed in Castleburg Park & future parks.
Explore opportunities for community gardens.	Location currently available near Crossroads Water Storage Tank
Engage the community and non-profit partners in the development of programs, facilities, transitional housing and/or solutions for homeless services.	In progress. Day Use Facility now open, Sierra House Dedication ceremony held in October 2024.

Highlighted items reflect progress updates since the March 2024 progress report

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 28, 2025
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

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

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 28, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for January 14, 2025
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of January 14, 2025.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. City Council/LRA Meeting Minutes for January 14, 2025
 - a. Exhibit A: 2025 Intergovernmental Boards/Committees List
2. SCFPD Staff Report Update

CITY COUNCIL / LRA BOARD

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



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



TUESDAY, JANUARY 14, 2024 – 6:00 P.M.

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

- 1. CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00PM
- 2. FLAG SALUTE** – Councilmember Pimentel led the pledge of allegiance.
- 3. INVOCATION** – Reverend Charles Neal provided the invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

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

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

5. AGENDA CHANGES

None.

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

None Declared.

7. PRESENTATIONS (Informational only)

Item 7.1 **Presentation- Public Works Utilities-** It is recommended that the City Council receive a presentation from Cody Bridgewater, Director of Public Works.

Director of Public Works Bridgewater, gave a PowerPoint presentation on the Public Works Department.

Item 7.2 **Presentation to Review the Cheese and Wine Festival 2024-** It is recommended that the City Council receive a presentation from Michael Patton, Parks and Recreation Director, regarding the Cheese and Wine Festival held in October 2024

Director of Parks & Recreation Patton, gave a PowerPoint Presentation on the Cheese & Wine Festival held on October 2024.

8. PUBLIC COMMENTS (No action can be taken)

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

Mayor Hernandez opened Public Comment Period at 6:38 P.M.

Charles Neal, SCFPD Board Representative, provided an update on the business of the Stanislaus Consolidated Fire Protection District. (see attached)

Cynthia Prieto-Diaz, resident of Stanislaus County, hosting a community clean up event on 1/20/25 from 9am-12-pm to help address toxic litter. Expressed a thank you to Public Works.

Darlene Barber-Martinez, Riverbank resident, to extend a thank you to all the volunteers who helped at the Senior Christmas party brunch and at the Toys for Tots / breakfast for with Santa event.

Mayor Hernandez closed the Public Comment Period at 6:47 P.M.

9. CONSENT CALENDAR

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes of December 10, 2024.

Item 9.3 **Authorization** for Out-of-State Travel Request for Mayor Hernandez to Attend the U.S. Conference of Mayors Winter Meeting in Washington D.C. from January 17-19, 2025.

Item 9.4 **Resolution 2025- 001** Authorizing the City Manager to Execute a Contract for On-Call GIS Services with The North State Planning and Development Collective (Chico State Enterprises) Related to Assisting the Community Development Department with On-going GIS Efforts and Activities.

Item 9.5 **Resolution 2025-002** Authorizing the Amendment of the City of Riverbank Compensation Plan to Reflect the New Salary Range for the City Clerk Position from Range 156 to Range 161

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

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

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

10. PUBLIC HEARING- No items Scheduled.

11. NEW BUSINESS

Item 11.1 **Nomination and Appointment of the Vice Mayor to Serve for the Year 2025-** It is recommended that Mayor Hernandez nominate a Councilmember to serve as Vice Mayor for the year 2025 and, by roll call vote, the City Council shall approve the Appointment for a one-year term.

Mayor Hernandez nominated councilmember Cindy Fosi to be the Appointed Vice Mayor the 2025 year.

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

ACTION: *By motion moved and seconded (Uribe / Call 5/0) to appoint Councilmember Cindy Fosi as the 2025 Vice Mayor.*

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

Item 11.2 **Adjustments to the 2025 City Council Meeting Schedule-** It is recommended that the City Council by roll call vote: 1.) Cancel the meetings of July 8th, August 12th, November 11th and December 23rd, for a modified summer schedule and to minimize conflicts with Holiday Activities.

City Clerk Hernandez gave a comprehensive report on the recommended adjustment to the 2025 City Council Meeting Schedule.

City Council discussed item with staff.

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

ACTION: *By motion moved and seconded (Uribe / Fosi 5/0) to approve the adjustments to City Council Meeting Schedule for the year 2025.*

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

Item 11.3 **Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2025-** It is recommended that City Council: 1) Review the appointment lists; and 2) Volunteer or nominate a member of the Council to serve as the representative; and 3) By roll call vote, ratify the appointments for the year 2025.

City Clerk Hernandez gave a comprehensive report and PowerPoint presentation on the Annual consideration to the appointments of Intergovernmental Boards and Committees and Internal City Committees for the year 2025.

City Council discussed item with staff.

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

ACTION: *By motion moved and seconded (Fosi / Uribe 5/0) to approve the List of City Council Appointments to the Intergovernmental Boards and Committees and Appointments to the Internal City Committees for the year 2025 as amended. (See Attached List)*

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

12. COMMENTS/REPORTS

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

Item 12.1 Staff

City Manager Garcia:

- *All City offices will be closed on Monday January 20th for the Martin Luther King Jr. holiday.*
- *The Parks and Recreation department will be hosting the 2nd annual My little one and Me Valentine's dinner and dance on February 8th from 5pm-7pm at the Community Center will be having a wonderful Italian dinner, desert, photobooth, music and dancing. Tickets are online for \$45.00 for one adult and their child. Then \$15.00 for any additional tickets.*

Item 12.2 Council/Authority Member

Councilmember Uribe

- *Chamber of Commerce is going to be holding their next small business Lunch and Learn they will be providing food as long as you pre-register so they know how much food to get in advance. It's on January 16th from 12pm-1pm. Hector from GNC has been gracious enough to host at his location at the Crossroads.*

Councilmember Pimentel

- *No comments.*

Councilmember Call

- *I wanted to talk about the Polar Plunge that Parks and Rec hosted. It was a great event at the pool way bigger turnout than I expected, and I had the opportunity to partner with Assemblyman Heath Flora, and a community member, Corinne, nurse of the year in 2023. We did a plunge pledge for the plunge, and we were able to raise over \$2,000 for Foster love 209, which is a local Advocacy group for foster children in our community.*
- *I was with Stanislaus Latino Chamber and Riverbank Chamber of Commerce for the ribbon cutting at Red Robin, great turnout for that as well. Representatives from McClintock's office and Buck Condit's office were there as well, so that was really cool to kick off the New year with a joint chamber ribbon cutting.*

Vice Mayor Fosi

- *The Riverbank Historical Society will be having their installment of officers on February 8th at 6:00pm at Perko's. In case you would like to attend the meetings which we would love to have they are the 1st Monday of every month 5:00pm outside of this date.*
- *January 21st is our first meeting for the Riverbank Federated Women's group we will be meeting at 6:30pm at Scout's hall.*

Item 12.3 Mayor/Chair

Mayor Hernandez

- *Thank you for allowing me to go to the us Mayors Conference. There's going to be mayors from across the nation attending in Washington, DC. this weekend. I am dressed for California winter right now, so wish me luck. It's going to be snowing out there, but I hope to represent Riverbank well, and plan to bring back, you know, any information or connections that are made out there.*

13. CLOSED SESSION

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

Item 13.1 CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee

Association and Riverbank Miscellaneous Employee

Mayor Hernandez moved to Closed Session at 7:20 P.M.

Reconvened from Closed Session at 7:36 P.M.

14. REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session Item 13.1

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee

Association and Riverbank Miscellaneous Employee

ACTION: *Direction was provided to Staff.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:36 P.M. to the next regular scheduled City Council / LRA Meeting of January 28, 2025 at 6:00 P.M.

ATTEST: (Adopted 01/28/2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

2025 List of Appointments

(Ratified on January 14, 2025)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2025 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> <u>Meets:</u> Quarterly, TBD when scheduled <u>Location:</u> 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 led 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.	Councilmember Stacy Call (Primary) Councilmember Luis Uribe (Alternate)
<u>San Joaquin Valley Air Pollution Control District</u> <u>Special City Selection Committee</u> <u>Meets:</u> At least once annually and as needed <u>Location:</u> Northern Region Office, 4800 Enterprise Way, Modesto This Committee's purpose is to appoint (5) Council Members to the San Joaquin Valley Air Pollution Control District's Governing Board.	Councilmember Luis Uribe (Primary) Councilmember John Pimentel (Alternate)
<u>STANCOG – POLICY BOARD</u> <u>Meets:</u> The 3rd Wednesday of each month; 6:pm <u>Location:</u> 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional transportation issues.	Mayor Rachel Hernandez (Primary) Councilmember Stacy Call (Alternate)
<u>STANISLAUS HOMELESS ALLIANCE BOARD</u> <u>(RESOLUTION NO. 2019-032)</u> <u>Meets:</u> 1st Wednesday of Each Month at 5:30 pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (Basement), Modesto The Alliance Is a Collaborative Board formed to align Homeless Service, Planning, & Funding among Stakeholders in Stanislaus County. The Board consists of several Community Leaders of Governmental and Nongovernmental Entities. A Primary Voting Member Is appointed by the City Council annually. An Alternate Member may be an elected official or an executive-level administrative official in each government entity.	Councilmember John Pimentel (Primary) City Manager (Alternate)

2025 List of Appointments

(Ratified on January 14, 2025)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2025 - Appointments)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES</u> <u>DISASTER COUNCIL</u> <u>Meets:</u> Once a year or as necessary (Thursday, Jan 16th, 2025 scheduled meeting) <u>Location</u> 1010 10th Street Place, Modesto Board of Supervisors Basement 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.	Vice Mayor Cindy Fosi (Primary) Councilmember Stacy Call (Alternate) (*Note: The appointed Councilmember serves a 2-year term; ending 12/2027)
<u>Project Resolve (PR)</u> <u>Meets:</u> Every other month starting at 8am. The first half hour is networking over breakfast with a 90-minute meeting starting at 8:30am. (1st Wednesday of the following months in 2025: February, April, June, August, October, December) <u>Location:</u> Residence Inn, 2902 Healthcare Way, Modesto A network resolved to build and sustain trust and strong relationships between law enforcement and community through our ongoing connection, learning, and testing of ideas.	Mayor Rachel Hernandez (Primary) Councilmember Stacy Call (Alternate)
<u>Oakdale Ad Hoc Animal Shelter Subcommittee</u> <u>Meets:</u> As Necessary <u>Location:</u> City of Oakdale The Oakdale Police Department oversees animal services, it's members help us improve services to our community and our four-legged friends.	Vice Mayor Cindy Fosi (Primary) Markie Wallace (Alternate- Riverbank Resident)

2025 List of Appointments

(Ratified on January 14, 2025)

CITY / LRA COMMITTEES	COUNCIL / LRA LIAISON (2025 – 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.	Councilmember Luis Uribe (Primary) Mayor Rachel Hernandez (Alternate) (Note: This committee has been inactive for the past six (6) years.)
<u>FRIENDS OF RIVERBANK CITY PARKS</u> <u>FORMERLY FRIENDS OF JACOB MYERS PARK (JMP)</u> (A non-profit organization) <u>Meets:</u> On a monthly basis at 1st Wednesday of the month at 5:30pm. <u>Location:</u> City Hall Council Chambers Works on projects, park planning, and fundraising events.	Vice Mayor Cindy Fosi (Primary) Councilmember Luis Uribe (Alternate)
<u>SISTER CITY</u> <u>Meets:</u> As needed <u>Location:</u> TBD based on availability Formed for the purposes of establishing, maintaining, coordinating, and managing international relationships in cultural, educational, and economic areas, and promoting international friendship and goodwill. Riverbank's two Sister Cities are Tamazula de Gordiano, Jalisco, Mexico and Fuyang, China.	Councilmember Luis Uribe (Primary) Councilmember Rachel Hernandez (Primary)



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: Riverbank City Council
FROM: Charles Neal, Board of Director
SUBJECT: Update for Riverbank City Council
DATE: January 14, 2025

The Stanislaus Consolidated Fire Protection District was reviewed by the Insurance Service Office (ISO) for its fire protection rating. After the rating, the District was rated an ISO class 2; prior ratings were an ISO class 3. These ratings will go into effect in March 2025. The reason for the lowering of the rating is the partnerships with our surrounding agencies and contracts.

Congratulations to our most recent medics, Captain Austin Lunde, Captain Micheal Crabtree, Engineer Jordan Abru, and Engineer Cody Wessels, who have passed their tests and are beginning to work as medics. Currently, the District has 16 paramedics who provide Advanced Life Support at the District's five fire stations. The goal is to have 18 by the end of 2025.

Stations 26, 24, and 23 have passed inspections, and all SCFPD can provide ALS care when a paramedic is on duty.

Engine 26

A fire at Silgan Containers caused an estimated \$1 million in damage. The fire occurred in a machine used to burn off by-products of the coating process applied to cans produced at the facility. Engine 26 was the first unit to arrive on the scene. Firefighters found that a machine, located 250 feet inside the building, had caught fire. An emergency exit was created about 50 feet from the fire to facilitate personnel movement and ensure safety during operations. Crews worked for about three hours to cool the fire and make the area safe for extinguishment. Once the fire was controlled, crews could open the machine and fully extinguish the fire. There were several challenges this fire presented. The fire was deep inside the building, requiring time and effort to access. The machine was elevated, making it difficult for firefighters to access the fire directly. The catwalks around the machine were initially unsafe due to the high heat from the fire. Final extinguishment was carried out once the area was deemed safe.

Board President Bernardi, along with his Wife Cathy Bernardi, hosted Operation Hope and Love from California at Station 26. They partnered with South Carolina resident Lauren Holmes of the Forgotten Clothes Closet to distribute donated clothing items to Hurricane Helene Victims. We had an excellent turnout, and we thank President Bernardi and Cathy Bernardi for their selflessness in hosting this event for the victims.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date: January 28, 2025

Subject: Resolution Approving and Authorize the City Manager to Execute an Investment Fiduciary & Retirement Plan Consulting Agreement with The Baldwin Group Wealth Advisors, LLC for ongoing Administration Services of the City's Deferred Compensation Plan

From: Marisela H. Garcia, City Manager

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

RECOMMENDATION

It is recommended that the City Council adopt a resolution to approve and authorize the City Manager to execute an Investment Fiduciary & Retirement Plan Consulting Agreement with The Baldwin Group Wealth Advisors, LLC (Baldwin Group). Under this agreement, Baldwin Group will provide ongoing administrative services such as plan evaluation, fee negotiations, and employee education for the City's existing deferred compensation plans. These services are provided at no direct cost to the City, as administrative fees are covered through a percentage of assets under management.

SUMMARY

The City has long offered a deferred compensation benefit for full-time employees, allowing them to make pre-tax contributions to investment accounts with approved vendors. Currently, 47 full-time employees participate in this program benefiting from the City's matching contributions based on employee-negotiated contracts.

The administration of deferred compensation plans, however, presents significant challenges. These include the inability to assess plan quality, investment performance, or participant fees, as well as the lack of structured employee education on maximizing retirement savings. The proposed agreement with Baldwin Group will address these challenges by providing:

- Plan Evaluation: Ensuring plan participants receive the best available options at the lowest possible costs.

- Fee Negotiation: Conducting regular market surveys to maintain competitive fees or renegotiate with current providers.
- Employee Education: Offering 1-2 annual training sessions tailored to help employees make informed investment decisions.

Baldwin Group is an experienced provider of retirement plan consulting services, working with several nearby cities, including Oakdale, Reedley, Hanford, and Lemoore. Their expertise will enable the City to provide an enhanced level of service to employees while meeting regulatory requirements.

BACKGROUND

Deferred compensation matching is a key recruitment and retention tool, especially after the implementation of the California Public Employees' Pension Reform Act (PEPRA) of 2012, which limited pension benefits for newer employees. As of now, 63.5% of full-time City employees are covered under PEPRA retirement plans, a percentage that has increased steadily in recent years. As an example, this percentage was 44.8% in December 2022.

The City currently offers a 457(b) deferred compensation plan through Mission Square Retirement (formerly ICMA-RC), allowing eligible employees to make voluntary pre-tax contributions with the City's matching contributions based on employee-negotiated contracts.

Historically, staff involvement in plan administration has been minimal, focusing primarily on contracting with providers. The growing complexity of deferred compensation plans, along with the need for effective employee education, has highlighted the need for specialized consulting services.

FINANCIAL IMPACT

There is no cost to the City for this service, as all plan administration costs are paid as a percentage of the value of the assets under management.

ATTACHMENTS

1. Resolution 2025-
2. Investment Fiduciary & Retirement Plan Consulting Agreement

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT
WITH THE BALDWIN GROUP WEALTH ADVISORS, LLC FOR THE CITY OF
RIVERBANK DEFERRED COMPENSATION 457 PLAN**

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

WHEREAS, the City of Riverbank offers a deferred compensation 457 plan for full-time employees; and

WHEREAS, the City desires to have more active management of the plan and portfolio, and desires to provide more training and education to City employees on the deferred compensation plan; and

WHEREAS, The Baldwin Group Wealth Advisors, LLC would fill this role and serve as the City’s agent, ensuring that employees get the best benefit possible and education to have confidence in their investment choices; and

WHEREAS, there is no financial cost to the City for this service, as all plan administration costs are paid as a percentage of the value of the assets under management.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the City Manager to enter into an agreement with The Baldwin Group Wealth Advisors, LLC for ongoing administration services of the City’s existing deferred compensation plan.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of January, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez, CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

Attachment: Consultant Services Agreement

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

NAME OF PLAN(S):

NAME OF EMPLOYER/PLAN SPONSOR:

This Investment Fiduciary & Retirement Plan Consulting Agreement (this “**Agreement**”) is made by and between The Baldwin Group Wealth Advisors (“**Adviser**”) and the Employer/Plan Sponsor (“**Sponsor**”) of the above-referenced retirement plan for the benefit of the Plan further described in the attached profile at **Appendix A** (the “**Plan**”). The effective date of this Agreement is the date accepted by an officer of Adviser signing below (“**Effective Date**”). All appendices attached to this Agreement are herein incorporated as of the Effective Date.

Sponsor is the sponsor of and maintains the Plan, which is subject to its governing documents (the “**Governing Documents**”) and the following: (check all that apply)

Coverage under Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”): ☐ Yes ☒ No
Investment Direction Provided By: ☐ Trustee(s) ☒ Participants
Established/Maintained as a Multiple Employer Plan (“MEP”): ☐ Yes ☒ No

1. SERVICES

Adviser will provide the Fiduciary Services and / or Consulting Services (both as defined below) selected below by Sponsor (collectively, the “**Services**”) to assist Sponsor in meeting its requirements to prudently administer and manage the Plan and, if applicable, to educate the Plan’s participants (the “**Participants**”) to help them maximize their benefits through the Plan.

When providing any Non-discretionary Fiduciary Services, as selected below by Sponsor, Adviser will solely be making recommendations to Sponsor, and Sponsor retains full discretionary authority or control over assets of the Plan. When providing any Discretionary Fiduciary Services, Adviser will exercise discretionary authority over the Plan assets covered under each Discretionary Fiduciary Service selected below by Sponsor.

Adviser will provide the following investment fiduciary services (the “**Fiduciary Services**”): (check all that apply)

INVESTMENT FIDUCIARY SERVICES: PLAN-LEVEL (Select Services in Only One Column)		
Non-discretionary Fiduciary Services		Discretionary Fiduciary Services
☒ INVESTMENT POLICY STATEMENT (IPS): Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an investment policy statement (“ IPS ”), Advisor will provide recommendations to Sponsor to assist with establishing an IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan’s objectives. If the IPS does not represent the objectives of the Plan, Advisor will recommend to Sponsor revisions to align the IPS with the Plan’s objectives.	OR	INTENTIONALLY LEFT BLANK [IPS attached hereto must be accepted prior to commencement of Discretionary Services]
☒ INVESTMENT ADVICE: Based on the Plan’s IPS, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting investments that meet the IPS criteria. Once Sponsor selects the investment(s), Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the investment(s). If the IPS criteria require any investment(s) to be replaced, Advisor will provide recommendations to assist Sponsor with replacing the investment(s).	OR	☐ INVESTMENT MANAGEMENT: Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS that contains criteria from which Advisor will select, monitor and replace the Plan’s investments. Once approved by Sponsor, Advisor will review the investment options available to the Plan and will select the Plan’s investments in accordance with the criteria set forth in the IPS. On a periodic basis, Advisor will monitor and evaluate the investments and replace any investment(s) that no longer meet the IPS criteria.

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

☒ ADVICE RE THIRD-PARTY MANAGERS: Based on the Plan's IPS or other investment guidelines established by the Plan, Advisor will review the third-party investment managers available to the Plan and will make recommendations to assist Sponsor with selecting a manager to manage some or all of the Plan's investments. Once Sponsor approves the manager(s), Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Advisor will provide recommendations to assist Sponsor with evaluating replacement managers.	OR	☐ MANAGEMENT OF THIRD-PARTY MANAGERS: Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS or other documentation that contains criteria from which Advisor will select, monitor and replace the Plan's third-party investment managers. Once the IPS is approved, Advisor will select appropriate managers to manage all or a portion of the Plan's investments. Advisor will monitor the manager(s) in accordance with the IPS and will replace any manager(s) that is no longer meeting the IPS criteria. Advisor must have a limited power of attorney in order to hire any managers on behalf of the Plan.
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Adviser will provide the Plan consulting services (the **"Consulting Services"**) identified below: (check all that apply)

RETIREMENT PLAN CONSULTING SERVICES
Administrative Support
☒ Assistance, as needed, with reviewing plan objectives and features available through the plan
☒ Review Plan committee structure and administrative policies/procedures
Oversight of Relationship with Service Provider
☒ Assist with process to select, monitor and replace service providers
☒ Review of service providers disclosures and fee benchmarking
☒ Provide reports and/or information designed to assist plan sponsor with monitoring service providers.
☒ Vendor transition support and coordination of Plan conversion
☒ Assist with preparation and review of Requests for Proposals (RFPs) and/or Information (RFI) upon request*
Investments
☒ Coordinate committee meetings to monitor investment performance
☒ Deliver updates to committee regarding market and economic conditions as necessary or upon request
☒ Review of investment objectives and/or IPS as needed or upon request
☒ Educate Plan committee members, as needed, regarding available investment options and strategies

* Additional Project-Based Fees may apply; please see Appendix B.

Excluded Items

Sponsor acknowledges and agrees that the only responsibility of Adviser is to render the Services hereunder. Adviser will not be responsible for any of the following:

- a) providing any services to, any other plan other than the Plan unless delegated to and accepted in writing by Adviser under a separate agreement or the appendices hereto;
- b) any Services other than in connection with a class of investments to the extent selected above and will not be responsible for providing recommendations or advice concerning other investments (e.g., employer securities, unallocated accounts, mutual fund windows or brokerage accounts, etc.);
- c) arranging for the execution of securities transactions through a broker-dealer the Sponsor believes can provide best execution;
- d) the administration of the Plan or for the interpretation of Plan documents, the determination of Participant eligibility, benefits, vesting, distribute notices to Participants, the approval of the distributions to be made by the Plan, or any other action with respect to the management, administration or any other aspect of the Plan;
- e) Adviser does not provide the Services as a fiduciary to an investment contract, product or entity that holds the Plan's assets; nor does it perform recordkeeping or brokerage services to the Plan;
- f) the duties of a trustee or plan administrator;

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

- g) maintaining or restoring (as applicable) the compliance of the Plan with the Internal Revenue Code of 1986, as amended (the “Code”), and other applicable law, or for other service providers’ compliance with applicable law, including but not limited to the Code;
- h) any obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by the Plan or with respect to any legal proceedings, including class action lawsuits or bankruptcies, it being understood that such responsibilities lie with either Sponsor or another party appointed by Sponsor—irrespective of the Plan’s provisions;
- i) providing legal or tax advice to Sponsor, the Plan or the Participants (and Sponsor agrees to seek the advice of its own legal and tax advisors as to all Plan matters).

2. FEES

2.1 Amount and Timing

Sponsor agrees to pay Adviser a fee covering all charges for Services (the “Fees”). Sponsor agrees to pay Adviser for its Services rendered hereunder, in accordance with the fee schedule attached hereto as **Appendix B**. Adviser receives no direct or indirect compensation related to the assets of the Plan, which has not been disclosed in **Appendix B**, or which has not been otherwise disclosed in **Appendix C**, if applicable.

2.2 Direct Debit of Fees

Unless Adviser agrees to invoice Sponsor directly for its Fees, as noted in this Section 2, Sponsor hereby authorizes Adviser to invoice the Plan’s custodian for the Fee and directs and authorizes the custodian to deduct the Fee from the Plan’s Account. Sponsor hereby directs and authorizes Adviser to instruct the custodian to send Sponsor a statement, at least quarterly, indicating all amounts disbursed from the Account including the Fee paid from the Account. Sponsor acknowledges that it is Sponsor’s responsibility to verify the accuracy of the calculation of the Fee and that the custodian will not determine whether the Fee is accurate or properly calculated.

2.3 Additional Fees and Adjustments

The Plan may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Plan, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Unless Adviser agrees otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Account during that period or (ii) any partial withdrawal of assets from the Account during that period. If this Agreement is terminated by Adviser or by Sponsor, Adviser will refund certain Fees to Sponsor to the extent provided in Section 8 of this Agreement. Unless Adviser agrees otherwise, all Fees shall be based on the total value of the assets in the Account without regard to any debit balance.

2.4 Valuation

In determining the value of the Account for purposes of calculating any asset-based Fees, Adviser may rely upon the valuation of assets provided by Sponsor or the Plan’s custodian or recordkeeper without independent verification. If, however, there are circumstances which, in the Adviser’s judgment, render the custodian’s valuation inappropriate, Adviser will value securities listed on any national securities exchange at the closing price on the principal exchange on which they are traded (unless there are circumstances which in Adviser’s judgment render a different method of valuation more appropriate), and will value any other securities in a manner determined in good faith by Adviser to reflect fair market value. In all events, Sponsor acknowledges that any such valuation will not be any guarantee of the market value of any of the assets in the Plan.

3. NON-EXCLUSIVITY

Sponsor understands that Adviser may give advice or take actions for other clients that differ from the advice given or the timing or nature of any action taken for the Account. In addition, Adviser may, but is not obligated to, purchase or sell or recommend for purchase or sale any security, which Adviser may purchase or sell for their own accounts or the account of any other client. Adviser has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

4. CUSTODY OF ASSETS AND OTHER SERVICES

Custody of all Plan assets will be maintained with a third party custodian selected by Sponsor (“**Custodian**”), and Adviser will not have custody of any Plan assets. Plan recordkeeping will be provided by a third party recordkeeper selected by Sponsor, and Sponsor will be solely responsible for paying all fees or charges of the Custodian and recordkeeper. Adviser will not be responsible or liable for recommendations or services rendered by third party service providers (“other provider”) or the other provider’s compliance with applicable laws, including the Code and ERISA.

Adviser will not act as custodian for the Assets, but may issue such instructions to the Custodian as may be appropriate in connection with the performance and/or settlement of transactions authorized by the Sponsor under the terms of this Agreement. Instructions of the Sponsor to Adviser and/or Custodian shall be made in writing unless the Adviser, in its sole discretion, determines that an instruction may be given orally. Adviser reserves the right to require the Sponsor to confirm oral instructions via first class mail, e-mail or facsimile as soon as practical following receipt of oral instructions. Adviser shall instruct all brokers, dealers, investment companies, insurance companies, etc. executing orders on behalf of the Plan to forward to the Sponsor and/or Custodian copies of all confirmations promptly after execution of transactions.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SPONSOR

Sponsor represents, warrants and covenants with Adviser as follows:

- a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the Services and/or products provided. Sponsor acknowledges that it has received and read this Agreement and the Services and Fees disclosed herein prior to entering into, renewing or extending this Agreement and that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable.
- b) This Agreement is binding on Sponsor and does not violate any prior obligation or agreements, and the Governing Documents (and related custodial or annuity documents) permit payment of the Fees out of Plan assets.
- c) Sponsor is solely responsible for the Plan’s compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including Sponsor’s obligation to obtain and maintain for the period of this Agreement any bond in the requisite amount which may be required and all federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information which may apply to the Plan or the Sponsor.
- d) Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits.
- e) Sponsor will cooperate fully with Adviser in providing the Services. Sponsor authorizes Adviser to deliver documents and communicate with Plan and Participants or beneficiaries through the use of electronic means, including electronic mail and posting to a website. Sponsor, and not Adviser, is responsible for determining whether the use of such electronic communication complies with the applicable law.
- f) Any individual signing this Agreement on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to Adviser or any of its affiliates; and (ii) has the power and authority under the Governing Documents to appoint investment advisors, managers and consultants under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with applicable law.
- g) Sponsor agrees to promptly provide Adviser with any amendments to the Plan’s Governing Documents that are reasonably expected to alter or affect Adviser in the performance of Services under this Agreement in accordance with Section 10.
- h) Sponsor acknowledges that investments fluctuate in value, and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

- i) Sponsor acknowledges that Adviser may share the Plan's information among registered investment advisor affiliates which may have supervisory responsibilities over Adviser, only to the extent necessary.
- j) If Sponsor has directed Adviser to use a certain broker-dealer, Adviser is not responsible to seek best execution for transactions in the Account and the Plan may pay higher brokerage fees than if Adviser were authorized to direct transactions to another broker-dealer that could provide best execution.
- k) Sponsor understands that Adviser will have no responsibility for the diversification of all of the Plan's investments, and will have no duty, responsibility or liability for Plan assets that Adviser has not been engaged hereunder to provide Discretionary Fiduciary Services for.
- l) With respect to any Discretionary Fiduciary Services, Sponsor has duly appointed Adviser in accordance with the applicable provisions of the **Governing Documents** to manage the assets of the Plan.
- m) No person or entity other than Sponsor has, or will exercise, the discretionary authority to appoint or terminate Adviser or to negotiate this Agreement, and each individual who can exercise such authority is exclusively employed by or associated with Sponsor or its affiliates.
- n) Neither Sponsor nor any subsidiary or affiliate of Sponsor is affiliated with any counterparty that could reasonably be expected to be involved with investment transactions for the Plan.
- o) The Plan is offered only in conjunction with one or more third party administrators or other providers that have adequate operational capabilities.

6. REPRESENTATIONS OF ADVISER

Adviser represents as follows:

- a) Adviser is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), and will maintain such registration.
- b) Adviser has the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- c) Adviser agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- d) In providing IRA rollover educational information, Adviser may provide general information to Participants on retirement plan distributions. Any Services to Participants that include discussions about individual distributions or how to invest the proceeds of a distribution will be performed under a separate agreement with the Participant.

7. STANDARD OF CARE; INDEMNIFICATION; LIMITS ON LIABILITY; DATA DISCLOSURE

7.1 Standard of Care

The sole standard of care imposed on Adviser in performing any investment fiduciary service(s) is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement will be deemed to limit any responsibility that Adviser may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

7.2 Indemnification

Sponsor agrees that the only responsibilities of Adviser hereunder are to render the Services specifically selected in Section 1 of this Agreement. Adviser agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Adviser's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by Adviser contained in Section 6 of this Agreement; provided, Adviser is not liable for any indirect, special, consequential or exemplary damages.

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

Sponsor agrees to defend, indemnify and hold Adviser harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation which arise from: (i) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (ii) Adviser's reliance or any action taken by Adviser in reliance upon any instruction(s) and/or information received by Adviser from Sponsor; (iii) any breach of Sponsor's representations and warranties set forth in this Agreement; (iv) any cause of action brought by the Sponsor, Plan participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by Adviser's intentional misconduct, gross negligence or breach of fiduciary duty; (v) any cause of action brought by a third party related to any other employee benefit plans sponsored by Sponsor which is not covered by this Agreement; (vi) any cause of action brought by a third party related to the Plan or any plan which arose as a result of actions or conduct prior to the Effective Date of this Agreement; and (vii) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow Adviser's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If Adviser is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay Adviser's reasonable costs, including the costs of its personnel and counsel, unless Adviser is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

If Sponsor stock is held by or offered as an investment option under the Plan, or if Participants may invest the assets in their accounts through individual brokerage accounts, a mutual fund window or other similar arrangement, Adviser shall have no responsibility or liability with respect thereto.

7.3 Limits on Liability

In no event shall Adviser be liable for special, indirect, punitive, incidental, or consequential damages of any kind whatsoever, including lost profits. Further, neither party shall be liable for damages of any nature whatsoever in excess of the total amount paid or due and payable by Sponsor under this Agreement.

7.4 Data Disclosure; Information from Sponsor and Third Parties

Sponsor will promptly notify Adviser of any errors in completeness in any of the data, analyses, opinions, or other information it provides to Adviser in connection with the rendering of Services hereunder. Adviser will not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

Adviser will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that Adviser cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Adviser's control.

The Services provided by Adviser are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Adviser is entitled to rely upon all information necessary for it to carry out its duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by Adviser. Sponsor represents that all such information provided to Adviser is and shall be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify Adviser in writing of any material change in the information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.

Adviser is authorized by Sponsor to obtain all information from the Plan's other service providers, including recordkeepers, investment managers, the Plan's trustee and Plan's administrator as Adviser may reasonably require. Sponsor authorizes plan custodian, product vendor, trustee or any third party responsible for any aspect of plan operation to promptly release said information to Adviser immediately upon request.

8. TERM; TERMINATION

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

This Agreement and the authorizations provided herein are continuous and shall remain in full force and effect and be relied upon until either party terminates this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Adviser will be entitled to a pro-rata amount of compensation. Any unearned fees paid in advance will be refunded. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 7, 11 and 10) will survive any expiration or termination of this Agreement. Upon termination, Adviser will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate immediately if Sponsor does not implement Adviser's recommendations.

9. PROXIES; CLASS ACTION LAWSUITS

Sponsor acknowledges and agrees that Sponsor expressly retains the right and obligation to vote proxies, and agrees that Adviser is precluded from voting proxies for the Plan. Adviser will not be obligated to take action or render any advice involving legal action on behalf of Sponsor with respect to securities or other investments held by the Plan, or the issuers thereof, which become the subject of legal notices or proceedings, including bankruptcies. Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits. Sponsor further acknowledges that Adviser will not be responsible for prospectus delivery.

10. NOTICES

All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, facsimile transmission, e-mail, or by certified mail, return receipt requested, at the address set forth on the signature page, or such other address as such party may designate in writing to the other, or by such other means as may be agreed to by the parties from time to time.

11. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Any disputes relating to this Agreement between the parties hereto shall be adjudicated in Hillsborough County, Florida.

12. ARBITRATION

All disputes, actions or controversies between Sponsor and Adviser or its affiliates, including any of Adviser's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by Adviser under this Agreement, or the construction, performance or breach of this or any other agreement between Adviser or an affiliate and Sponsor, whether entered into prior to, on or subsequent to the date hereof, will be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties will engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator will be shared equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter will be settled by binding arbitration under JAMS. Unless the parties can agree on a single arbitrator, the matter will be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators selected by the parties. Judgment upon any award rendered by the arbitrator(s) will be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

- a) Arbitration is final and binding on the parties.

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

- b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent the waiver would violate applicable law.
- c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

13. ACKNOWLEDGEMENT; RECEIPT OF WRITTEN INFORMATION

Sponsor acknowledges that before this Agreement was entered into, Adviser provided to Sponsor information regarding Services, compensation, fiduciary obligations and conflicts of interest, including Adviser's Form ADV Parts II and III, and any supplements required by Rule 204-3 of the Act; Adviser's Privacy Policy; and this Agreement. Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision in determining the Services to be: (i) necessary for the operation of the Plan; and (ii) reasonable and appropriate based upon the compensation to be paid for the Services.

14. MISCELLANEOUS PROVISIONS

15.1 Captions

Section headings are for convenience only and are not of substantive effect providing.

15.2 Severability

It is understood by the parties that if any provision, duty, obligation or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

15.3 Entire Agreement

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

15.4 Assignability

No assignment of this Agreement shall be made without the express written consent of all parties in accordance with the Act.

15.5 Effect

This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

15.6 Modification

The Agreement may be modified, including without limitation the Services to be provided by Adviser or the Fees charged by Adviser: (i) by written agreement between Adviser and Sponsor; or (ii) the Adviser may propose to increase or otherwise change the Fees charged, to change the Services provided, to assign the Agreement or otherwise modify this Agreement by giving Sponsor at least 60 days advance notice of the proposed change. The notice will be given in the manner described in Section 11 above. The notice will: (i) explain the proposed modification of the Fees, Services, assignment or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject in writing the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Sponsor rejects any change to this Agreement proposed by Adviser, then Adviser will not be authorized to make the proposed change. In that event Sponsor will have an additional 60 days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Adviser. If at the end of such additional 60-day period (or such additional time period as agreed by Adviser), the parties have not reached agreement, this Agreement will automatically terminate.

15.7 Waiver of Limitation

Nothing in this Agreement will in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under federal or state securities laws.

IN WITNESS WHEREOF, Adviser and Sponsor hereby execute this Agreement as of the Effective Date.

	ADVISER		SPONSOR
By:	_____	By:	_____
Date:	_____	Date:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Street Address:	2050 Main Street, Suite 510	Street Address 1:	_____
City, State, Zip:	Irvine, CA 92614	Street Address 2:	_____

ACCEPTANCE BY OFFICER OF ADVISER

By: _____
Print Name: _____
Title: _____
Effective Date: _____

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

Appendix A: Plan Profile

Legal Name of Plan	
Tax ID #	
Company Name	
Company Address	
Plan Type	
Plan Inception Date	
Sponsor securities described in Section 5(r)	
Name (first & last) of Named Fiduciar(ies), (aka Plan Sponsors)	
Name (first & last) of Plan Administrator(s)	
Company Name under the Plan	
Plan Administrator Address	
Primary Contact Phone	
Email	
Company Name of Third Party Administrator	
Third Party Administrator Address	
Primary Contact Phone	
Email	
Company Name of Corporate Trustee	
Corporate Trustee Address	
Primary Contact Phone	
Email	
Company Name of Recordkeeper	
Recordkeeper Address	
Primary Contact Phone	
Email	
Company Name of Custodian	
Custodian Address	
Primary Contact Phone	
Email	

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

Appendix B: Fee Schedule

The Fees will be determined in one of the following ways for the Assets (and if applicable, for the DB Assets):

- ☐ **Assets Under Management:** Adviser will bill the Plan quarterly, in arrears (unless indicated otherwise below), an asset-based fee for providing the Services. Sponsor agrees that the Fees will be based upon the value of assets held in custody by the Plan's custodian (such assets being referred to herein as the "Account") excluding the value of any assets invested in Participants' self-directed brokerage accounts, using closing prices at quarter end (or the asset value of a specified date, in the event Fees are calculated on a prorated basis), at one-quarter of the annual rates set forth below:

Amount: Adviser's Fee will represent a pro rata portion of an annual fee: *(check one of the following)*

- ☐ Equal to _____% of the value of the Account; or
☐ Determined according to the schedule below.

Plan Assets	Fees
\$0 to \$1,000,000	
\$1,000,001 to \$3,000,000	
\$3,000,001 to \$10,000,000	
\$10,000,001 to \$20,000,000	
\$20,000,001 to \$40,000,000	
\$40,000,001 to \$75,000,000	
\$75,000,001 to \$150,000,000	
\$150,000,001 +	

The Fees will be payable in full within thirty (30) days from the date of Adviser's invoice.

The above schedule, if applicable, will provide for the Fee to be the stated amount or percentage corresponding to the total Account value (such that all of the Account assets are subject to the lowest annual fee corresponding to the Account value), unless the Sponsor makes the following election for the Fee to be:

- ☐ blended, such that each tier of assets is subjected to the indicated Fee rate and such rates are blended to determine a percentage of the Account value.

Timing: *(check one of the following if billing is not in arrears)*

- ☐ Fees will be charged quarterly in advance; or
☐ Determined according to Recordkeeper policies.

- ☐ **Flat Fee:** \$_____ per year flat annual fee, payable quarterly, in arrears of the period for which Services are to be rendered. The stated annual fee may be increased each year with a cost of living adjustment of three percent (3%) with advance notice to the client.

- ☐ **Project-Based Fee:** If applicable, Adviser will charge as a one-time, Project-Based Fee to provide one or more of the above-referenced Services or, alternatively, for: _____ as follows:

Amount Due Date Due
\$ _____ _____ or ☐ Payable upon delivery.

Adviser has received, or expects to receive, the following non-cash compensation in connection with Adviser's rendering of the Services (include nature, value and source, if applicable):

- ☐ _____
☐ None

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

Sponsor authorizes Adviser to bill all invoices for Services under this Agreement by: (check one of the following)

- ☐ Invoice third-party directly. (Must complete third-party's required form)
- ☐ Invoice Sponsor directly. (Invoice will be sent to address noted in Sponsor's signature below unless notice is provided otherwise)

Sponsors agrees and acknowledges that billing invoices to a third-party will be for the convenience of the parties to this Agreement and will not relieve Sponsor of his/her full responsibility for the payment of all amounts due to Adviser under this Agreement. Sponsor further agrees to pay all billed amounts that are not paid on Sponsor's behalf in a timely manner. Sponsor is urged to review all invoices and to verify the accuracy of the calculation of all amounts billed and paid under this Agreement.

In the event that Sponsor instructs Adviser to bill the Plan directly, but the Plan fails to pay any invoice within thirty (30) days of the date thereof, Sponsor authorizes Adviser to bill the Plan's custodian with respect to that invoice in the manner set forth herein. The fees set forth herein do not cover any execution, custody, clearing or settlement services provided by Adviser or Adviser's affiliates or investment management fees of investment managers retained by Sponsor.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 28, 2025
Subject:	Resolution Accepting the Annual Financial Report for Fiscal Year 2022-2023
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Assistant City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution accepting the Annual Financial Report for Fiscal Year 2022-2023.

SUMMARY

Cities are required to conduct an annual financial audit by an independent accounting firm. However, due to the transition to new financial software in 2015, and staffing changes the financial audit for the Fiscal Year 2022-2023 was delayed. Gallagher Gatewood (formerly Clendenin Bird & Company) has now completed the audit, which is being presented to the City Council for acceptance.

BACKGROUND

Government Auditing Standards issued by the Comptroller General of the United States, require that all entities of local government, including special districts, undergo an annual review (audit) of their financial records. The purpose of this review is to obtain reasonable assurance about whether the financial statements for these entities are free from material mistakes. These audits involve performing procedures to obtain evidence about the amounts and disclosures included in the financial statements. The audit firm makes an assessment of the risks that these statements include material misstatements, whether they are due to fraud or errors. The auditors make an assessment about whether the City has sufficient internal controls in place to ensure that there are no instances of fraud and to limit the opportunity for errors in the financial records.

For Fiscal Years 2022-2023 the City received an ***Unqualified Opinion***, which states that the auditor feels the City followed all accounting rules appropriately and that the financial reports are an accurate representation of the City's financial condition.

The Annual Financial Reports begin with a Management Discussion & Analysis (MD&A) prepared by City staff which highlights important details included in the Financial Statements. In reviewing the Annual Financial Report, this MD&A provides the general public with an overview of the financial status of the City, including those factors that may have contributed to positive or negative changes to the City's financial position.

The Governmental Accounting Standards Board (GASB), which is the body that oversees all accounting standards for governmental agencies, requires that financial statements be presented in 2 different ways:

1. **Government-Wide Financial Statements** which reports information about the City as a whole and provides viewers with a broad overview of the City's finances. These reports are similar to those issued by a private company, and
2. **Fund Financial Statements** which provide detailed information about the City's most significant funds and not the City as a whole.

In reviewing and evaluating the financial status of the City, the Statement of Net Position (a government-wide financial statement) on page 13 of the report will serve as a useful indicator as to whether the City's financial position is improving or deteriorating. This Statement of Net Position is divided into two categories:

1. *Governmental Activities*, which includes police, public works, community development, grants and special programs, and general government. Taxes and intergovernmental revenues such as sales tax, property tax, vehicle license fees, user fees, franchise fees, and federal and state grants primarily finance these activities, and
2. *Proprietary Activities*, which include the City's water and sewer systems, in addition to the City's Community Center and the LRA. Fees and rents are charged to customers to help cover the cost of the services it provides.

Under the Fund Financial Statements, major funds are grouped together based on specific activities, all other funds are shown under "Other Funds." Page 16 of the report provides information regarding the major fund groups of the City, including the General Fund, CDBG (Federal & State Grants), Successor RDA LMI Housing, and System Development Fees.

As stated before, major funds are grouped together under one heading. For example, the "General Fund" groups together Fund 101 (General Fund), Fund 201 (Benefit Liabilities Fund), Fund 119 (Fleet Services) and Fund 134 (Recreation Fund).

FY 2022-23 OVERALL NET POSITION

Overall, the City's Net Position grew by 4.4% during the 2022-2023 fiscal year. This increase was mainly attributed to higher revenues including ARPA funding and

Transitional Housing grants. For the fiscal year, revenues for the City's Governmental and Proprietary Funds surpassed expenditures by \$6,802,985, leading to a rise in unrestricted funds and reflecting growth in the City. Additionally, the City's General Fund "unassigned" balance rose by 8.3%, driven by a boost in general revenues and an increase in expenditures, with revenues exceeding expenses by \$1,406,444.

FY 2023-24 AUDIT UPDATE

Currently, city staff and Gallagher Gatewood are finalizing the audit for the Fiscal Year 2023-2024.

STRATEGIC PLAN

This report is in alignment with the City Council's Strategic Plan Goal to "Ensure Financial Stability."

FINANCIAL IMPACT

There is no financial impact associated with the acceptance of these reports.

ATTACHMENTS

1. Resolution 2025-
2. Annual Financial Report Year Ended June 30, 2023

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
ACCEPTING THE ANNUAL FINANCIAL REPORT FOR
FISCAL YEAR 2022-2023**

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

WHEREAS, the Comptroller General of the United States has issued Government Auditing Standards which must be met by the City; and

WHEREAS, on an annual basis the City of Riverbank is required to undergo a financial review (audit) which includes procedures to obtain evidence about the amounts and disclosures included in the Annual Financial Report; and

WHEREAS, the annual audit is required to be performed by an independent accounting firm; and

WHEREAS, the firm of Gallagher Gatewood has completed the audit of Fiscal Year 2022-2023; and

WHEREAS, Gallagher Gatewood has issued an Unqualified Opinion for Fiscal Year 2022-2023 which states that in their opinion the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Riverbank.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby accepts the Annual Financial Report for Fiscal Year 2022-2023.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of January 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

Attest:

Approved:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Annual Financial Report Year Ended June 30, 2023

**CITY OF RIVERBANK
ANNUAL FINANCIAL REPORT
YEAR ENDED JUNE 30, 2023**

CITY OF RIVERBANK, CALIFORNIA

Table of Contents

	Page
FINANCIAL SECTION	
Independent Auditor's Report	1-2
Management's Discussion And Analysis (unaudited)	3-12
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement Of Net Position	13
Statement Of Activities	14-15
Fund Financial Statements:	
Balance Sheet – Governmental Funds	16-17
Reconciliation Of The Governmental Funds Balance Sheet To Statement Of Net Position	18
Statement Of Revenues, Expenditures, And Changes In Fund Balances – Governmental Funds	19-20
Reconciliation Of The Statement Of Revenues, Expenditures, And Changes In Fund Balances Of Governmental Funds To The Statement Of Activities	21
Statement Of Revenues, Expenses, And Changes In Fund Balances – Budget And Actual – General Fund	22-23
Statement Of Revenues, Expenses, And Changes In Fund Balances – Budget And Actual – CDBG Fund	24
Statement Of Revenues, Expenses, And Changes In Fund Balances – Budget And Actual – System Development Fund	25
Statement Of Revenues, Expenses, And Changes In Fund Balances – Budget And Actual – Successor RDA LMI Housing Fund	26
Statement Of Net Position – Proprietary Funds	27
Statement Of Revenues, Expenses, And Changes In Net Position – Proprietary Funds	28
Statement Of Cash Flows – Proprietary Funds	29-30
Statement Of Fiduciary Net Position – Agency Funds	31
Notes To The Basic Financial Statements	32-57
REQUIRED SUPPLEMENTAL FINANCIAL DATA	
Schedule of Proportionate Share of the Net Pension Liability – Miscellaneous	58
Schedule of Proportionate Share of the Net Pension Liability – Safety	59
Schedule of Contributions – Miscellaneous	60
Schedule of Contributions – Safety	61

CITY OF RIVERBANK, CALIFORNIA

Table of Contents

	Page
COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES:	
Definitions	62-63
Combining Balance Sheet – Nonmajor Governmental Funds	64-67
Combining Statement Of Revenues, Expenditures And Changes In Fund Balances – Nonmajor Governmental Funds	68-71
OTHER REPORTS	
Schedule Of Federal Expenditures	72
Schedule Of Findings And Questioned Costs	73
Independent Auditor's Report On Internal Control Over Financial Reporting And On Compliance And Other Matters Based On An Audit Of Financial Statements Performed In Accordance With <i>Government Auditing Standards</i>	74-75
Independent Auditor's Report On Compliance With Requirements That Could Have A Direct And Material Effect On Each Major Program And On Internal Control Over Compliance In Accordance With OMB Circular A-133.	76-77
Report On Compliance With Laws And Regulations Based On An Examination Of General-Purpose Financial Statements Performed In Accordance With The California Transportation Development Act	78



INDEPENDENT AUDITOR'S REPORT

To The City Council
City Of Riverbank
State of California

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Riverbank, State of California, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Riverbank, State of California as of June 30, 2023, and the respective changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 12 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Riverbank, State of California's basic financial statements. The introductory section, combining and individual non-major fund financial statements are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual non-major fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Gallagher Gatewood

GALLAGHER GATEWOOD, A PROFESSIONAL ACCOUNTANCY CORPORATION

Modesto, California
June 20, 2024

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

This discussion and analysis of the City of Riverbank's financial performance provides an overview of the City's financial activities for the fiscal year ending June 30, 2023. The City's financial statements for the fiscal year ending June 30, 2023, are presented per GASB 34. Please read Management's Discussion and Analysis in conjunction with the City's financial statements, notes, and supplementary schedules.

FINANCIAL HIGHLIGHTS

- The City's governmental activities total assets exceeded liabilities (net position) at the close of the fiscal year by \$92,114,927. Of this amount, \$6,026,557 is in unrestricted net position, which is available to meet the City's ongoing financial obligations. The total assets of the business-type activities exceeded its liabilities (net position) by \$39,397,182. Of this amount, \$18,348,071 was unrestricted.
- Governmental revenues exceeded General and program expenses by \$3,887,027. City program expenses totaled \$17,528,411 for the fiscal year 2022-2023, an increase of 3% over the 2021-22 Fiscal Year. Public Works costs comprised \$6,163,353 or 35% of the total expenses, whereas Public Safety comprised 33% of expenditures.
- In the City's business-type activities (which include the Water, Sewer, Community Center and Local Redevelopment Funds), revenues exceeded expenses by \$2,915,958.
- The City's General Fund ended the year with a fund balance of \$11,425,211. This is an increase of 8.35% from the year ending June 30, 2022.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements. These statements include all activities of the City of Riverbank using the integrated approach as prescribed by GASB Statement No. 34. The government-wide Statement of Net position and Statement of Activities provide information about the activities of the City as a whole and present a long-term view of the City's finances. Fund financial statements show how City services are financed in the short term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds.

REPORTING THE CITY AS A WHOLE

Government-wide Financial Statements. The government-wide financial statements report information about the City as a whole, providing readers with a broad overview of the City's finances. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting method used by most private sector companies. All the current year's revenues and expenses are taken into account in the statement of activities regardless of when cash is received or paid.

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

The *statement of net position* presents information on all the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator as to whether the City's financial position is improving or deteriorating.

The *statement of changes in net position* presents information showing how the City's net position changed in the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported on this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes, and earned but unused vacation leave).

- Over time, increases or decreases in the City's net position can be an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the City you need to consider additional non-financial factors such as changes in the City's property tax base and the condition of the City's roads.

The government-wide financial statements of the City are divided into two categories:

- **Governmental Activities:** Includes police, public works, community development (building and planning), grants and special programs, and general government. Taxes and intergovernmental revenues such as sales tax, property tax, vehicle license fees, user fees, franchise fees, and federal and state grants primarily finance these activities.
- **Business-type activities** include the City's water and sewer systems, in addition to the City's Community Center and the Local Redevelopment Authority (LRA). Fees are charged to customers, including lease revenue, to help cover the costs of the services it provides.

REPORTING THE CITY'S MOST SIGNIFICANT FUNDS

Fund Financial Statements. The fund financial statements provide detailed information about the City's most significant *funds* – not the City as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by State law or by bond covenants. Management establishes other funds to control and manage money for particular purposes or to show the City is meeting legal responsibilities for the use of certain taxes, grants, and other resources. All of the funds of the City can be divided into three categories: *governmental funds*, *proprietary funds*, and *fiduciary funds*.

Governmental funds – Most of the City's basic services are reported in governmental funds, which focuses on how money flows in and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial resources that can readily be converted to cash. The governmental fund statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

Because the focus of the governmental funds is narrower than that of the governmental-wide financial statements, it is useful to compare the information presented for the governmental funds with similar information presented for governmental activities in the government-wide financial statements. The differences in results in the governmental funds financial statements to those in the government-wide financial statement are shown in reconciliations following the governmental funds financial statements.

Fiduciary funds—Fiduciary funds are used to account for resources held for the benefit of parties outside the City. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. Fiduciary funds are not reflected in the City's government-wide financial statements because the City cannot use these assets to finance its operations.

Proprietary funds – Services for which the City charges customers a fee are generally reported in proprietary funds. Proprietary funds, like government-wide statements, provide both long and short-term financial information. The City's proprietary funds are the same as its business-type activities, but provide more detail and additional information, such as cash flows.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position. As noted earlier, net position may serve over time as a useful indicator of the City's financial position. Below is a table showing the City's net position as of June 30, 2023, compared to the City's net position as of June 30, 2022.

**City of Riverbank
Net Position
For the Year Ended June 30, 2023**

	Governmental Activities		Proprietary Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets						
Cash and Investments	\$32,623,614	\$31,615,917	\$18,771,207	\$19,564,333	\$51,394,821	\$51,180,250
Other Assets	15,284,036	15,180,210	2,458,161	2,968,213	\$17,742,197	18,148,423
Capital Assets	55,694,625	52,898,867	29,490,095	27,025,580	\$85,184,720	79,924,447
Total Assets	103,602,275	99,694,994	50,719,463	49,558,126	154,321,738	149,253,120
Current Pension Plan Cont.	2,464,611	773,420	682,269	262,283	3,146,880	1,035,703
Liabilities						
Current Liabilities	5,787,864	5,006,176	1,184,844	2,228,885	6,972,708	7,235,061
Compensated Absences	300,820	267,154	92,649	65,183	393,469	332,337
Net Pension Liability	6,779,573	3,292,101	1,996,704	1,130,635	8,776,277	4,422,736
Long-Term Liabilities	0	0	8,140,984	8,738,444	8,140,984	8,738,444
Total Liabilities	12,868,257	8,565,431	11,415,181	12,163,147	24,283,438	20,728,578
Deferral of Pension Expense	1,083,692	3,675,083	289,370	932,912	1,373,062	4,607,995
Net Assets						
Invested in Capital Assets,						
Net of Related Debt	55,694,627	52,898,867	21,349,111	18,104,949	77,043,738	71,003,816
Restricted	30,393,755	30,977,868	0	4,337,526	30,393,755	35,315,394
Unrestricted	6,026,557	4,351,165	18,348,071	14,281,875	24,374,628	18,633,040
Total Net Assets	\$92,114,939	\$88,227,900	\$39,697,182	\$36,724,350	\$131,812,121	\$124,952,250

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

Of the total net position for both the Governmental and Business-type activities, \$77,043,738 or 58.45% reflects the City's investment in capital assets (e.g. land, buildings and improvements, vehicles and equipment, infrastructure) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to its citizens; and consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position amounts to \$30,393,755 or 23.06% of the total. Restricted net positions are those resources that are subject to external restrictions on how they may be used. These restrictions are established by bond covenants or restrictions on the use of funds established by state or federal regulations.

Unrestricted net position is those resources that may be used to meet the City's ongoing commitments to citizens and creditors. Government-wide unrestricted net position is \$24,374,628 or 18.49% of the total net position.

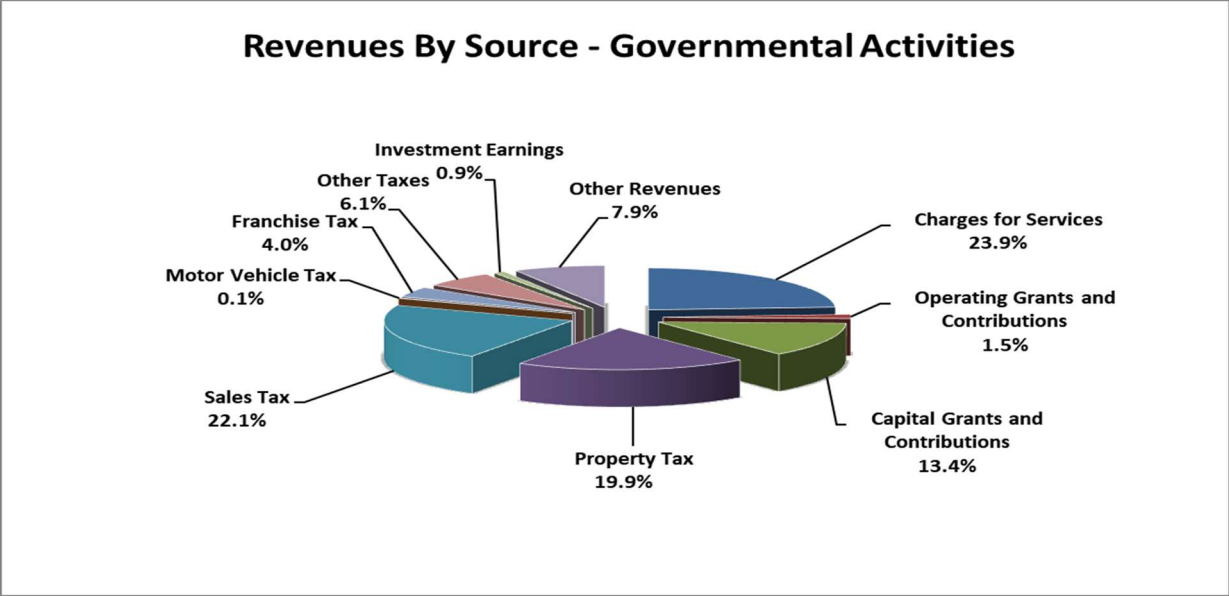
Changes in Net Position. Total revenues for the year exceeded expenditures by \$6,802,985. Below is a table showing the Governmental and Proprietary Activities of the City for the year ending June 30, 2023, as compared to the year ending June 30, 2022.

**City of Riverbank
Changes in Net Position
For Year Ended June 30, 2023**

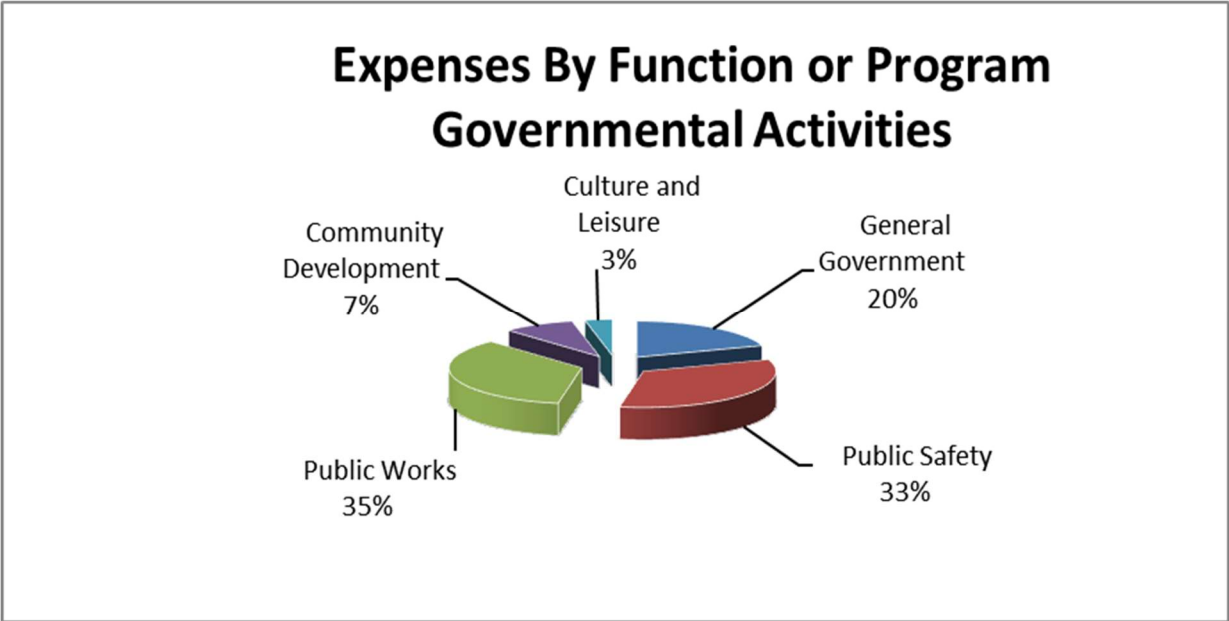
	Governmental Activities		Proprietary Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues:						
Charges for Services	5,126,585	5,932,988	9,677,204	12,768,160	14,803,789	18,701,148
Operating Grants and Contributions	331,195	323,581	0	0	331,195	323,581
Capital Grants and Contributions	2,877,599	3,613,438	0	0	2,877,599	3,613,438
General Revenues:						
Property Tax	4,271,512	3,654,329	0	0	4,271,512	3,654,329
Sales Tax	4,741,568	4,496,722	0	0	4,741,568	4,496,722
Motor Vehicle Tax	25,429	29,100	0	0	25,429	29,100
Franchise Tax	852,737	655,292	0	0	852,737	655,292
Other Taxes	1,303,594	1,243,063	0	0	1,303,594	1,243,063
Investment Earnings	203,119	(17,860)	35,436	(58,810)	238,555	(76,670)
Gain on Disposal of Assets	0	0	1,200,000	(119,993)	1,200,000	(119,993)
Transfers	1,682,100	1,659,164	(1,682,097)	(1,659,164)	3	0
Total Revenues	21,415,438	21,589,817	9,230,543	10,930,193	30,645,981	32,520,010
Expenses						
General Government	3,453,375	3,124,252	0	0	3,453,375	3,124,252
Public Safety	5,806,703	5,394,932	0	0	5,806,703	5,394,932
Public Works	6,163,353	6,060,413	5,367,277	4,425,111	11,530,630	10,485,524
Community Development	1,526,161	1,832,668	248,658	3,944,476	1,774,819	5,777,144
Culture and Leisure	578,819	654,376	698,650	174,977	1,277,469	829,353
Total Expenses	17,528,411	17,066,641	6,314,585	8,544,564	23,842,996	25,611,205
Increase (Decrease) in Net Assets	3,887,027	4,523,176	2,915,958	2,385,629	6,802,985	6,908,805
Net Assets - Beginning	88,227,900	83,704,724	36,781,224	34,338,721	125,009,124	118,043,445
Prior Period Adjustment	0	0	0	0	0	0
Net Assets - Ending	\$92,114,927	\$88,227,900	\$39,697,182	\$36,724,350	\$131,812,109	\$124,952,250

**CITY OF RIVERBANK
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

Governmental Activities. Total revenues from governmental activities for the year amounted to **\$21,415,438**. Sales and property tax revenues, which represent **42.1%** of the total, saw an increase of **10.58%** compared to the 2021-22 fiscal year. A breakdown of revenues by source for governmental activities is illustrated in the graph below.



Total expenses for governmental activities during the year amounted to **\$17,116,640**. Public Works accounted for **36%** of these expenses. A breakdown of expenses by function or program for governmental activities is presented in the graph below.



**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

Business-type Activities

The City's business-type activities generated **\$9,230,543** in revenues during the year, reflecting a **15.55% decline** compared to Fiscal Year 2021-22. Expenditures totaled **\$6,314,585**, marking a **26% decrease** from the previous fiscal year.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As previously noted, the City utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds Summary

The City's governmental funds ended the year with a combined fund balance of \$41,818,966. The distribution of the total combined fund balance is as follows:

- **Non-spendable:** 1%
- **Restricted:** 52%
- **Assigned:** 22%
- **Unassigned:** 26%

Major fund changes between June 30, 2022, and June 30, 2023, are highlighted below and detailed in the *Statement of Revenues, Expenditures, and Changes in Fund Balances* on pages 19-20 of this report.

General Fund

Revenues:

The City's General Fund revenues increased by **9.03%** during the 2022-23 fiscal year due to the following factors:

- **Sales Tax Revenue:** Increased by 5.44%
- **Property Tax Revenue:** Increased by 16.95%
- **Fines and Forfeiture Revenues:** Increased by 14.66%
- **Investment Earnings:** Increased by 423%, driven by favorable market conditions and rising interest rates.

Expenditures:

General Fund expenditures increased by **9.1%** during the 2022-23 fiscal year. Key contributors include:

- **General Government:** Increased by 15.4%, reflecting Centennial celebration expenses, professional recruitment for Director positions, and higher legal costs.
- **Public Safety:** Increased by 9.2% due to contract inflation and PERS unfunded liabilities.
- **Community Development:** Increased by 11%, attributed to the addition of a Construction Inspector.

CDBG Fund

The CDBG Fund experienced increased revenues, primarily due to higher interest earnings.

Successor RDA LMI Housing Fund

On December 29, 2011 the California Supreme Court upheld Assembly Bill 1x26 ("the Bill") that provided for the dissolution of all redevelopment agencies in the State of California effective February

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

1, 2012. This action impacted the reporting entity of the City of Riverbank that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. The City elected not to become this successor agency therefore another designated authority, the Riverbank Designated Local Authority, was formed by the State of California to serve as successor agency to the now-dissolved Riverbank Redevelopment Agency. However, the City did elect to serve as the Housing Successor Agency of the former RDA. As successor agency, the City now holds a loan receivable for a \$3.2 million loan provided to Pacific West Associates for the construction of a 65-unit apartment complex completed in 2009. In addition, the City is now entitled to receive annual interest payments and a Payment in Lieu of Taxes from this project.

GASB Statement No. 68

The City of Riverbank has implemented GASB Statement No. 68 as required. With the new reporting change, the City is allocated its proportionate share of the California Public Employees' Retirement System's net pension assets, deferred outflows of resources, deferred inflows of resources, and pension expense. Decisions regarding the allocations are made by the administration of the pension plan, not by the City of Riverbank's management.

General Fund Budgetary Highlights

For the City's General Fund, actual ending revenues totaled **\$11,422,116**, primarily consisting of **Sales Tax, Property Taxes, Other Taxes & Franchise Fees, and Service Charges**. Net revenues exceeded the budget by **\$415,216**, with the following major contributors:

- **Property Tax:** Revenues were **\$262,912 over budget** due to the completion of new housing developments within the City, which generated additional property tax revenue.
- **Other Taxes and Franchise Fees:** Revenues exceeded the budget by **\$179,661**, driven by increased franchise fees from Gilton due to rate increases.

The General Fund's actual ending expenditures were **\$12,832,240**, a **14.1% increase** compared to the prior fiscal year. However, expenditures were **\$1,205,536 below the final budget** of **\$14,037,776**.

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

As of June 30, 2023, the City's **Governmental Funds** had **\$55,694,625** invested in capital assets, while **Business-Type Activities** accounted for **\$29,490,095**, net of accumulated depreciation. This represents a total investment of **\$85,184,720** in a diverse range of capital assets, including **land, construction in progress, buildings, equipment, and infrastructure** (e.g., streets, sidewalks, and storm drains).

**City of Riverbank
Capital Assets, Net of Accumulated Depreciation
June 30, 2023**

	Governmental Activities	Business-Type Activities	Total
Land	\$ 4,934,191	\$ 2,425,075	\$ 7,359,266
Construction in Progress	\$ 4,439,815	\$ 6,373,068	\$ 10,812,883
Infrastructure	\$ 30,468,344	\$ -	\$ 30,468,344
Land Improvements	\$ 10,269,594	\$ -	\$ 10,269,594
Equipment and Vehicles	\$ 1,897,967	\$ 7,297,623	\$ 9,195,590
Building and Improvements	\$ 3,684,714	\$ 13,394,329	\$ 17,079,043
Total	\$ 55,694,625	\$ 29,490,095	\$ 85,184,720

Major Capital Asset Additions (Fiscal Year 2022-2023)

Significant capital asset investments made during the fiscal year include:

- **Santa Fe Street Between 5th & 7th Street Project:** \$846,623
- **2022 Overlay Project – Patterson Road (8th Street to Claus):** \$688,362
- **Pavement Restoration and Valley Gutter Project:** \$533,728
- **Vac-Con Truck:** \$516,776
- **Purchase of Third Street Property (future downtown parking):** \$351,326
- **Castleburg Park Basketball Courts:** \$177,771
- **Vac-Con Truck Mounted Jetter Machine:** \$172,760
- **Valley Gutter Project on Cypresswood @ Candlewood:** \$102,366

LONG TERM DEBT

At year-end, the City reported the following obligations:

Governmental Activities

- **Compensated Absences:** Totaled **\$298,094**, consisting of vacation time and compensatory time off earned by employees but not yet taken. These balances are due and payable to employees upon separation if any unused balance exists.

**CITY OF RIVERBANK
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

Business-Type Activities

- **Outstanding Long-Term Debt:** Totaled **\$8,234,432** and includes:
 - Compensated Absences
 - Sewer Revenue Bonds
 - State Revolving Fund Loan from California for Waste Water Treatment Plant improvements
 - Master Lease Agreement with Wells Fargo for a city-wide water meter upgrade project
 - Installment Agreement entered into in May 2022 for energy efficiency projects related to the Wastewater System

**City of Riverbank
Long-Term Debt
June 30, 2023**

	Governmental Activities	Business-Type Activities	Total
Loans Payable – WWTP	\$0	\$2,067,053	\$2,067,053
WWTP Energy Lease	\$0	\$3,853,784	\$3,853,784
Water – Lease Purchase	\$0	\$1,655,552	\$1,655,552
Water Energy Lease	\$0	\$ 581,216	\$ 581,216
Compensated Absences	\$298,094	\$ 76,827	\$ 374,921
Total	\$298,094	\$8,234,432	\$8,532,526

The City’s long-term liabilities, excluding compensated absences, are primarily associated with the acquisition, construction, or remodeling of capital assets. These assets are used to provide services to citizens and cannot be repurposed for future spending. The repayment of debt related to these assets must come from other revenue sources, as the capital assets themselves cannot be liquidated to settle these liabilities.

ECONOMIC FACTORS AND NEXT YEAR’S GENERAL FUND BUDGET

Given the economic uncertainty surrounding the State of California’s financial condition, the City’s management has adopted a conservative approach to revenue projections while upholding current departmental spending limits. In preparing the budget for the 2023-2024 fiscal year, City Management looked at the following factors:

REVENUE

- The City continues to see growth in new housing development. As these properties are sold, they are added to the tax rolls, which increases the total assessed values. Since Certified Assessed Values form the basis for calculating Property Taxes, an increase in revenue is

**CITY OF RIVERBANK
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023
(UNAUDITED)**

expected from the following Property Tax-related sources: Property Tax Current Secured & Unsecured and Property Tax in Lieu of VLF.

- The City's sales tax has shown consistent growth over the past three fiscal years. For the 2023-24 fiscal year, a 5% increase over the prior year is anticipated.
- Overall, General Fund revenues are projected to increase by 5% in the 2023-24 fiscal year compared to the previous fiscal year's budget, with growth driven by higher revenues from Building Permits, Sales Tax, and Franchise Fees.

EXPENDITURES

- Fiscal Year 23-24 are projected to increase by 11%. This increase includes the addition of a Parks Maintenance Worker, negotiated salary increases for bargaining groups, and higher costs associated with the Law Enforcement contract.
- PERS Unfunded Accrued Liability Costs are expected to decrease slightly for the City. In the upcoming fiscal year, a 5% reduction in costs is anticipated, resulting in the City contributing approximately \$604,000, with one-third of that amount being paid directly by the General Fund.

The total operational and capital budgeted revenues and expenses for all funds in the 2023-2024 fiscal year are \$31,834,366 and \$39,720,701, respectively, excluding inter-fund transfers. Structural deficits, where expenditures exceed revenues, are projected in the following funds:

- General Fund
- Gas Tax Fund
- Weed Abatement Fund
- Assessment District Fund
- Teen Center Fund
- Measure L Fund
- System Development Funds (Streets/Public Works, Storm Drainage, and Parks & Recreation)
- HCD Funds (Old Program Income, CDBG, HOME, and Cal-Home)
- LMI Housing Asset Fund
- Waste Water Connection Fund
- System Development Wastewater Fund
- Water Operating Fund
- Water Capital Improvement Fund

The City Council has approved the use of ending reserve balances from the 2023-2024 fiscal year to cover these deficits.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City of Riverbank's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional information, contact the Assistant City Manager/Admin Services Director, City of Riverbank, 6707 Third Street, Riverbank, California 95367.

CITY OF RIVERBANK
STATEMENTS OF NET POSITION
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	Primary Government		Totals	
	Governmental Activities	Proprietary Activities	2023	2022
ASSETS				
Cash And Investments	32,623,614	18,771,207	51,394,821	46,842,724
Cash With Fiscal Agent	0	0	0	4,337,526
Accounts Receivable	2,209,922	2,466,663	4,676,585	5,017,392
Note Receivable	0	0	0	0
Prepaid Expenses	0	6,096	6,096	6,096
Internal Balances	179,888	(179,888)	0	0
Loans Receivable	12,894,226	0	12,894,226	13,124,935
Capital Assets (Net Of Accumulated Depreciation):				
Land	4,934,191	2,425,075	7,359,266	7,007,942
Land Improvements	10,269,594	0	10,269,594	10,659,147
Construction In Progress	4,439,815	6,373,068	10,812,883	8,098,010
Buildings And Improvements	3,684,714	13,394,329	17,079,043	15,973,529
Equipment And Vehicles	1,897,967	7,297,623	9,195,590	8,107,915
Infrastructure	30,468,346	0	30,468,346	29,952,590
Unamortized Bond Issue Costs	0	165,290	165,290	182,187
Total Assets	<u>103,602,277</u>	<u>50,719,463</u>	<u>154,321,740</u>	<u>149,309,993</u>
DEFERRED OUTFLOWS OF RESOURCES				
Current Pension Plan Contribution	<u>2,464,611</u>	<u>682,269</u>	<u>3,146,880</u>	<u>1,035,703</u>
LIABILITIES				
Accounts Payable And Other				
Current Liabilities	5,787,864	1,184,844	6,972,708	7,235,061
Compensated Absences	300,820	92,649	393,469	332,337
Net Pension Liability	6,779,573	1,996,704	8,776,277	4,422,736
Long-Term Liabilities:				
Due Within One Year	0	597,459	597,459	913,683
Due In More Than One Year	<u>0</u>	<u>7,543,525</u>	<u>7,543,525</u>	<u>7,824,761</u>
Total Liabilities	<u>12,868,257</u>	<u>11,415,181</u>	<u>24,283,438</u>	<u>20,728,578</u>
DEFERRED INFLOWS OF RESOURCES				
Deferral Of Pension Expense	<u>1,083,692</u>	<u>289,370</u>	<u>1,373,062</u>	<u>4,607,995</u>
NET POSITION				
Invested In Capital Assets				
Net Of Related Debt	55,694,627	21,349,112	77,043,739	71,060,689
Restricted For				
Capital Projects	13,953,645	0	13,953,645	14,223,377
Community Development Projects	14,464,562	0	14,464,562	14,526,469
Other Purposes	1,975,548	0	1,975,548	6,565,548
Unrestricted	<u>6,026,557</u>	<u>18,348,070</u>	<u>24,374,627</u>	<u>18,633,040</u>
Total Net Postion	<u>92,114,939</u>	<u>39,697,182</u>	<u>131,812,121</u>	<u>125,009,123</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

Functions/Programs	Expenses
Primary Government:	
Governmental Activities:	
General Government	3,453,375
Public Safety	5,806,703
Public Works	6,163,353
Community Development	1,526,161
Culture And Leisure	578,819
Total Governmental Activities	<u>17,528,411</u>
Business-Type Activities	
Water Services	2,491,315
Sewer Services	2,875,962
Community Center	248,658
Local Redevelopment Authority	698,650
Total Business-Type Activities	<u>6,314,585</u>
Total Primary Government	<u><u>23,842,996</u></u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

Program Revenues			Net (Expense) Revenue And Changes In Net Assets			
Fines, Fees And Charges For Services	Operating Grants And Contributions	Capital Grants And Contributions	Primary Government		RESTATED	
			Governmental Activities	Proprietary Activities	Totals 2023	2022
1,471,518	0	0	(1,981,857)	0	(1,981,857)	(1,847,551)
165,285	331,195	0	(5,310,223)	0	(5,310,223)	(4,592,818)
2,452,848	0	2,677,941	(1,032,564)	0	(1,032,564)	836,681
1,018,580	0	199,658	(307,923)	0	(307,923)	(969,238)
18,354	0	0	(560,465)	0	(560,465)	(623,708)
5,126,585	331,195	2,877,599	(9,193,032)	0	(9,193,032)	(7,196,634)
3,280,175	0	0	0	788,860	788,860	1,555,728
5,484,295	0	0	0	2,608,333	2,608,333	3,228,934
209,016	0	0	0	(39,642)	(39,642)	(1,074)
703,718	0	0	0	5,068	5,068	(503,118)
9,677,204	0	0	0	3,362,619	3,362,619	4,280,470
14,803,789	331,195	2,877,599	(9,193,032)	3,362,619	(5,830,413)	(2,916,164)

General Revenues:

Taxes:						
Property Tax	4,271,512	0	4,271,512	3,654,329		
Sales Tax	4,741,568	0	4,741,568	4,496,722		
Motor Vehicle Tax	25,429	0	25,429	29,100		
Franchise Tax	852,737	0	852,737	655,292		
Other Taxes	1,303,594	0	1,303,594	1,243,063		
Investment Earnings	203,119	35,436	238,555	(76,670)		
(Loss) On Disposal of Assets	0	1,200,000	1,200,000	(119,993)		
Transfers	1,682,100	(1,682,097)	3	0		
Total General Revenues And Transfers	13,080,059	(446,661)	12,633,398	9,881,843		
Change In Net Position	3,887,027	2,915,958	6,802,985	6,965,679		
Net Position - Beginning	88,227,900	36,781,224	125,009,124	118,043,445		
Prior Period Adjustment	0	0	0	0		
Net Position - Ending	92,114,927	39,697,182	131,812,109	125,009,124		

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	<u>General</u>	<u>CDBG</u>	<u>System Development</u>	<u>Successor RDA LMI Housing</u>
Assets				
Cash And Investments	12,816,645	1,611,929	7,215,325	14,522
Accounts Receivable	1,460,984	1,641	10,193	417
Loans Receivable	0	9,694,226	0	3,200,000
Prepaid Expenses	0	0	0	0
Unamortized Bond Issue Costs	0	0	0	0
Due From Other Funds	0	0	179,888	0
Total Assets	<u>14,277,629</u>	<u>11,307,796</u>	<u>7,405,406</u>	<u>3,214,939</u>
Liabilities				
Accounts Payable	1,290,809	55,447	9,327	0
Compensated Absences	263,778	2,726	0	0
Bonds Payable	0	0	0	0
Loan Payable	0	0	0	0
Other Liabilities	1,297,831	0	1,725	0
Due To Other Funds	0	0	0	0
Total Liabilities	<u>2,852,418</u>	<u>58,173</u>	<u>11,052</u>	<u>0</u>
Fund Balances				
Nonspendable	0	0	179,888	0
Restricted	0	11,249,623	7,214,466	3,214,939
Committed	0	0	0	0
Assigned	0	0	0	0
Unassigned	<u>11,425,211</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Fund Balances	<u>11,425,211</u>	<u>11,249,623</u>	<u>7,394,354</u>	<u>3,214,939</u>
Total Liabilities And Fund Balances	<u>14,277,629</u>	<u>11,307,796</u>	<u>7,405,406</u>	<u>3,214,939</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

ARPA	Other Funds	Total Governmental Funds	
		2023	2022
2,655,298	8,309,895	32,623,614	31,615,917
0	736,687	2,209,922	1,802,989
0	0	12,894,226	13,124,935
0	0	0	0
0	0	0	0
0	0	179,888	252,286
<u>2,655,298</u>	<u>9,046,582</u>	<u>47,907,650</u>	<u>46,796,127</u>
27,692	416,837	1,800,112	1,558,857
0	34,316	300,820	267,154
0	0	0	0
0	0	0	0
2,627,606	60,590	3,987,752	3,447,319
0	0	0	0
<u>2,655,298</u>	<u>511,743</u>	<u>6,088,684</u>	<u>5,273,330</u>
0	0	179,888	252,286
0	0	21,679,028	21,840,208
0	0	0	0
0	9,224,330	9,224,330	9,276,400
0	(689,491)	10,735,720	10,153,903
<u>0</u>	<u>8,534,839</u>	<u>41,818,966</u>	<u>41,522,797</u>
<u>2,655,298</u>	<u>9,046,582</u>	<u>47,907,650</u>	<u>46,796,127</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
JUNE 30, 2023

Total fund balances - governmental funds	41,818,966
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Total net position reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	4,934,191	
Land Improvements net of \$5,990,256 accumulated depreciation	10,269,594	
Construction in progress	4,439,815	
Buildings and Improvements, net of \$2,865,603 accumulated depreciation	3,684,714	
Equipment and Vehicles, net of \$5,143,972 accumulated depreciation	1,897,967	
Infrastructure net of \$50,618,127 accumulated depreciation	<u>30,468,346</u>	
Total capital assets		<u>55,694,627</u>

Deferred Outflow of Resources	2,464,611
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Long-term liabilities applicable to the City's governmental activities are due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position.

Net Pension Liability	(6,779,573)	
Deferred Inflows of Resources	<u>(1,083,692)</u>	
Total long-term liabilities		<u>(7,863,265)</u>

Total net position - governmental activities	<u><u>92,114,939</u></u>
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SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	<u>General</u>	<u>CDBG</u>	<u>System Development</u>
Revenues			
Property Tax	4,271,512	0	0
Sales Tax	4,741,568	0	0
Other Tax And Franchises	1,010,661	0	0
Licenses And Permits	397,697	0	0
Fines And Forfeitures	107,508	0	0
Investment Earnings	91,018	72,398	12,562
Intergovernmental	209,052	0	259,695
Impact Fees	0	0	273,434
Service Charges And Miscellaneous	593,100	51,904	91,865
Total Revenues	<u>11,422,116</u>	<u>124,302</u>	<u>637,556</u>
Expenditures			
Current			
General Government	2,589,464	0	0
Public Safety	5,571,147	0	0
Public Works	2,726,917	0	3,920
Community Development	1,031,620	198,077	0
Culture And Leisure	598,123	0	0
Capital Outlay	314,969	0	674,681
Total Expenditures	<u>12,832,240</u>	<u>198,077</u>	<u>678,601</u>
Excess (Deficiency) Of Revenues Over Expenditures	(<u>1,410,124</u>)	(<u>73,775</u>)	(<u>41,045</u>)
Other Financing Sources (Uses)			
Operating Transfers In	3,238,107	0	0
Operating Transfers Out	(<u>947,701</u>)	<u>0</u>	(<u>130,626</u>)
Total Other Financing Sources (Uses)	<u>2,290,406</u>	<u>0</u>	(<u>130,626</u>)
Net Change In Fund Balances	880,282	(<u>73,775</u>)	(<u>171,671</u>)
Fund Balance - Beginning	<u>10,544,929</u>	<u>11,323,398</u>	<u>7,566,025</u>
Fund Balance- Ending	<u>11,425,211</u>	<u>11,249,623</u>	<u>7,394,354</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

Successor RDA LMI Housing Fund	ARPA	Other Funds	Total Governmental Funds	
			2023	2022
0	0	0	4,271,512	3,654,329
0	0	0	4,741,568	4,496,722
0	0	0	1,010,661	825,757
0	0	0	397,697	460,922
0	0	0	107,508	93,764
2,289	0	24,852	203,119	(17,860)
0	2,418,246	3,274,117	6,161,110	6,486,078
0	0	0	273,434	1,411,461
9,579	0	1,820,281	2,566,729	2,519,480
<u>11,868</u>	<u>2,418,246</u>	<u>5,119,250</u>	<u>19,733,338</u>	<u>19,930,653</u>
0	303,266	720,158	3,612,888	2,927,386
0	0	353,908	5,925,055	5,407,973
0	0	1,133,219	3,864,056	3,326,126
0	0	416,411	1,646,108	1,727,027
0	0	32,880	631,003	606,044
0	1,917,580	2,532,927	5,440,157	3,656,774
<u>0</u>	<u>2,220,846</u>	<u>5,189,503</u>	<u>21,119,267</u>	<u>17,651,330</u>
<u>11,868</u>	<u>197,400</u>	<u>(70,253)</u>	<u>(1,385,929)</u>	<u>2,279,323</u>
0	0	654,015	3,892,122	3,207,338
0	(192,350)	(939,345)	(2,210,022)	(1,548,174)
<u>0</u>	<u>(192,350)</u>	<u>(285,330)</u>	<u>1,682,100</u>	<u>1,659,164</u>
11,868	5,050	(355,583)	296,171	3,938,487
3,203,071	(5,050)	7,108,474	41,522,867	37,584,380
<u>3,214,939</u>	<u>0</u>	<u>6,752,891</u>	<u>41,819,038</u>	<u>41,522,867</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023**

Net change in fund balances - total governmental funds	296,171
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The changes in net position reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay (\$3,656,774) exceeded depreciation (\$2,482,224) in the current period.	2,849,076
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The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins and contributions) is to increase net assets.	(53,334)
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The net change in pension expense either contributed to pension plan in current fiscal year not included on statement of activities; or expenses reported in statement of activities that do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	795,114
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Changes in net position of governmental activities	<u>3,887,027</u>
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SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Budgeted Amounts			Variance With Final Budget Over (Under)	2022 Actual
	Original	Final	Actual		
REVENUES					
Property Tax	3,733,600	4,008,600	4,271,512	262,912	3,652,292
Sales Tax	4,700,000	4,900,000	4,741,568	(158,432)	4,496,722
Other Tax And Franchise Fees	811,000	831,000	1,010,661	179,661	825,757
Licenses And Permits	415,300	415,300	397,697	(17,603)	460,922
Intergovernmental	177,200	177,200	209,052	31,852	197,361
Fines And Forfeitures	67,800	94,000	107,508	13,508	93,764
Investment Earnings	15,000	19,000	91,018	72,018	(28,173)
Service Charges And Miscellaneous	562,100	561,800	593,100	31,300	777,724
Total Revenues	<u>10,482,000</u>	<u>11,006,900</u>	<u>11,422,116</u>	<u>415,216</u>	<u>10,476,369</u>
EXPENDITURES					
General Government	3,376,364	3,448,832	2,589,464	(859,368)	2,243,619
Public Safety	5,782,114	5,931,110	5,571,147	(359,963)	5,101,718
Public Works	2,575,140	2,832,784	2,726,917	(105,867)	2,276,657
Community Development	1,284,100	1,237,850	1,031,620	(206,230)	929,026
Recreation And Leisure	593,600	587,200	598,123	10,923	572,387
Capital Outlay	0	0	314,969	314,969	122,115
Total Expenditures	<u>13,611,318</u>	<u>14,037,776</u>	<u>12,832,240</u>	<u>(1,205,536)</u>	<u>11,245,522</u>
Excess (Deficiency) Of Revenues					
Over Expenditures	(3,129,318)	(3,030,876)	(1,410,124)	1,620,752	(769,153)
OTHER FINANCING SOURCES (USES)					
Transfers In	2,466,340	2,504,714	3,238,107	733,393	2,712,973
Transfers Out	0	0	(947,701)	(947,701)	(778,209)
Total Other Financing Sources And (Uses)	<u>2,466,340</u>	<u>2,504,714</u>	<u>2,290,406</u>	<u>(214,308)</u>	<u>1,934,764</u>
Net Change In Fund Balance	(662,978)	(526,162)	880,282	1,406,444	1,165,611
Fund Balance - Beginning	<u>10,544,929</u>	<u>10,544,929</u>	<u>10,544,929</u>	<u>0</u>	<u>9,379,318</u>
Fund Balance - Ending	<u>9,881,951</u>	<u>10,018,767</u>	<u>11,425,211</u>	<u>1,406,444</u>	<u>10,544,929</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Budgeted Amounts			Variance With Final Budget Over (Under)	2022 Actual
	Original	Final	Actual		
General Government					
City Council	470,600	488,600	182,731	(305,869)	151,872
City Manager	382,500	386,000	336,597	(49,403)	244,847
Admin Services	1,017,064	1,008,732	849,523	(159,209)	730,490
Finance And Treasurer	1,106,200	1,173,900	890,065	(283,835)	918,461
City Attorney	400,000	400,000	392,388	(7,612)	210,349
Total General Government	<u>3,376,364</u>	<u>3,457,232</u>	<u>2,651,304</u>	<u>(805,928)</u>	<u>2,256,019</u>
Public Safety					
Police	5,418,314	5,544,814	5,319,656	(225,158)	4,889,489
Animal Control	363,800	386,296	251,491	(134,805)	247,005
Total Public Safety	<u>5,782,114</u>	<u>5,931,110</u>	<u>5,571,147</u>	<u>(359,963)</u>	<u>5,136,494</u>
Public Works					
Building Maintenance	290,150	344,410	336,736	(7,674)	262,554
Development Services	951,100	977,100	1,309,913	332,813	1,156,924
Stormwater Maintenance	176,700	362,794	175,383	(187,411)	85,630
Parks Maintenance	1,157,190	1,165,280	1,158,014	(7,266)	844,971
Total Public Works	<u>2,575,140</u>	<u>2,849,584</u>	<u>2,980,046</u>	<u>130,462</u>	<u>2,350,079</u>
Community Development					
Planning	629,200	632,450	448,527	(183,923)	479,180
Building Department	629,900	582,400	558,093	(24,307)	426,363
Economic Development	25,000	25,000	25,000	0	25,000
Engineering	0	0	0	0	0
Total Community Development	<u>1,284,100</u>	<u>1,239,850</u>	<u>1,031,620</u>	<u>(208,230)</u>	<u>930,543</u>
Recreation And Leisure					
Recreation	593,600	593,600	598,123	4,523	572,387
Total Culture And Leisure	<u>593,600</u>	<u>593,600</u>	<u>598,123</u>	<u>4,523</u>	<u>572,387</u>
Total General Fund	<u>13,611,318</u>	<u>14,071,376</u>	<u>12,832,240</u>	<u>(1,239,136)</u>	<u>11,245,522</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
CDBG SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Budgeted Amounts			Variance With Final Budget Over (Under)	2022 Actual
	Original	Final	Actual		
REVENUES					
Interest Income	37,140	37,140	72,398	35,258	79,871
Intergovernmental	0	0	0	0	0
Miscellaneous	47,000	47,000	51,904	4,904	0
Total Revenues	<u>84,140</u>	<u>84,140</u>	<u>124,302</u>	<u>40,162</u>	<u>79,871</u>
EXPENDITURES					
Salaries And Benefits	200,200	200,200	109,287	(90,913)	97,253
Supplies And Services	1,615,100	1,615,100	6,086	(1,609,014)	9,084
Bad Debt	0	0	0	0	0
Capital Outlays	0	0	82,704	82,704	0
Total Expenditures	<u>1,815,300</u>	<u>1,815,300</u>	<u>198,077</u>	<u>(1,617,223)</u>	<u>106,337</u>
Excess (Deficiency) Of Revenues Over Expenditures	<u>(1,731,160)</u>	<u>(1,731,160)</u>	<u>(73,775)</u>	<u>1,657,385</u>	<u>(26,466)</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	0	0	0
Transfers Out	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Other Financing Sources And (Uses)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Change In Fund Balance	<u>(1,731,160)</u>	<u>(1,731,160)</u>	<u>(73,775)</u>	<u>1,657,385</u>	<u>(26,466)</u>
Fund Balance - Beginning	<u>11,323,398</u>	<u>11,323,398</u>	<u>11,323,398</u>	<u>0</u>	<u>11,349,864</u>
Fund Balance - Ending	<u><u>9,592,238</u></u>	<u><u>9,592,238</u></u>	<u><u>11,249,623</u></u>	<u><u>1,657,385</u></u>	<u><u>11,323,398</u></u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
SYSTEM DEVELOPMENT CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	Budgeted Amounts			Variance With Final Budget Over (Under)	2022 Actual
	Original	Final	Actual		
REVENUES					
Investment Earnings	14,170	14,170	12,562	(1,608)	(34,397)
Intergovernmental	0	0	259,695	259,695	536,858
Impact Fees	3,262,500	3,262,500	273,434	(2,989,066)	1,354,261
Service Charges And Miscellaneous	366,500	366,500	91,865	(274,635)	147,775
Total Revenues	<u>3,643,170</u>	<u>3,643,170</u>	<u>637,556</u>	<u>(3,005,614)</u>	<u>2,004,497</u>
EXPENDITURES					
Salaries And Benefits	0	0	0	0	0
Supplies And Services	32,000	32,000	3,920	(28,080)	6,832
Capital Outlays	1,245,000	3,149,914	674,681	(2,475,233)	852,391
Total Expenditures	<u>1,277,000</u>	<u>3,181,914</u>	<u>678,601</u>	<u>(2,503,313)</u>	<u>859,223</u>
Excess (Deficiency) Of Revenues Over Expenditures	<u>2,366,170</u>	<u>461,256</u>	<u>(41,045)</u>	<u>(502,301)</u>	<u>1,145,274</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	13,200	73,200	0	(73,200)	0
Transfers Out	0	0	(130,626)	(130,626)	24,400
Total Other Financing Sources And (Uses)	<u>13,200</u>	<u>73,200</u>	<u>(130,626)</u>	<u>(203,826)</u>	<u>24,400</u>
Net Change In Fund Balance	2,379,370	534,456	(171,671)	(706,127)	1,120,874
Fund Balance - Beginning	<u>7,566,025</u>	<u>7,566,025</u>	<u>7,566,025</u>	<u>0</u>	<u>6,445,151</u>
Fund Balance - Ending	<u>9,945,395</u>	<u>8,100,481</u>	<u>7,394,354</u>	<u>(706,127)</u>	<u>7,566,025</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
SUCCESSOR REDEVELOPMENT AGENCY LMI HOUSING
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	Budgeted Amounts			Variance With Final Budget Over (Under)	2,022 Actual
	Original	Final	Actual		
REVENUES					
Property Tax	0	0	0	0	2,037
Investment Earnings	250	250	2,289	2,039	427
Intergovernmental	0	0	0	0	0
Service Charges And Miscellaneous	0	0	9,579	9,579	0
Total Revenues	<u>250</u>	<u>250</u>	<u>11,868</u>	<u>11,618</u>	<u>2,464</u>
EXPENDITURES					
Salaries And Benefits	0	0	0	0	0
Supplies And Services				0	100,895
Interest	0	0	0	0	0
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100,895</u>
Excess (Deficiency) Of Revenues					
Over Expenditures	<u>250</u>	<u>250</u>	<u>11,868</u>	<u>11,618</u>	<u>(98,431)</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	0	0	0	0	0
Transfers Out	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Other Financing Sources And (Use	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Change In Fund Balance	250	250	11,868	11,618	(98,431)
Fund Balance - Beginning	<u>3,203,071</u>	<u>3,203,071</u>	<u>3,203,071</u>	<u>0</u>	<u>3,301,502</u>
Fund Balance - Ending	<u><u>3,203,321</u></u>	<u><u>3,203,321</u></u>	<u><u>3,214,939</u></u>	<u><u>11,618</u></u>	<u><u>3,203,071</u></u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
 PROPRIETARY FUNDS
 STATEMENT OF NET POSITION
 JUNE 30, 2023
 WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Business-Type Activities-Enterprise Funds					
	Sewer Fund	Water Fund	Community Center Fund	Local Redevelop. Authority	Totals 2023	RESTATED Totals 2022
Assets						
Cash And Investments	12,169,983	6,110,689	50,983	439,552	18,771,207	15,226,807
Cash With Fiscal Agent	0	0	0	0	0	4,337,526
Accounts Receivable	1,780,038	548,946	0	137,679	2,466,663	3,214,403
Notes Receivable	0	0	0	0	0	0
Prepays	3,048	3,048	0	0	6,096	6,096
Fixed Assets	19,699,437	16,585,897	811,754	3,133,767	40,230,855	37,047,249
Accumulated Depreciation	(8,502,970)	(7,332,074)	(486,084)	(792,701)	(17,113,829)	(16,011,355)
Construction In Progress	5,707,599	665,471	0	0	6,373,070	5,864,372
Unamortized Bond Issue Costs	153,025	12,265	0	0	165,290	182,187
Total Assets	<u>31,010,160</u>	<u>16,594,242</u>	<u>376,653</u>	<u>2,918,297</u>	<u>50,899,352</u>	<u>49,867,285</u>
DEFERRED OUTFLOWS OF RESOURCES						
Current Pension Plan Contributor	<u>253,112</u>	<u>288,547</u>	<u>4,837</u>	<u>135,773</u>	<u>682,269</u>	<u>262,283</u>
Liabilities						
Accounts Payable	616,415	91,569	21,383	323,709	1,053,076	2,128,151
Customer Deposits	0	109,061	12,707	10,000	131,768	100,734
Compensated Absences	36,891	53,048	0	2,710	92,649	65,183
Due to Other Funds	179,888	0	0	0	179,888	252,286
Net Pension Liability	688,086	806,419	5,870	496,329	1,996,704	1,130,635
Loan Payable	5,911,775	1,647,993	0	0	7,559,768	6,164,817
Bond Payable	0	581,216	0	0	581,216	2,573,627
Total Liabilities	<u>7,433,055</u>	<u>3,289,306</u>	<u>39,960</u>	<u>832,748</u>	<u>11,595,069</u>	<u>12,415,433</u>
DEFERRED INFLOWS OF RESOURCES						
Deferral Of Pension Expense	<u>92,293</u>	<u>116,431</u>	<u>(2,959)</u>	<u>83,605</u>	<u>289,370</u>	<u>932,912</u>
Net Position						
Invested In Capital Assets, Net Of Related Debt	10,992,291	7,690,085	325,670	2,341,066	21,349,112	18,161,822
Restricted For Debt Service	0	0	0	0	0	4,337,526
Unrestricted	<u>12,745,633</u>	<u>5,786,967</u>	<u>18,819</u>	<u>(203,349)</u>	<u>18,348,070</u>	<u>14,281,875</u>
Total Net Position	<u>23,737,924</u>	<u>13,477,052</u>	<u>344,489</u>	<u>2,137,717</u>	<u>39,697,182</u>	<u>36,781,223</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Business-Type Activities-Enterprise Funds					
	Sewer Fund	Water Fund	Community Center Fund	Local Redevelop. Authority	Totals 2023	RESTATED Totals 2022
Operating Revenues						
Intergovernmental	0	0	0	287,333	287,333	374,270
Service Charges	5,148,631	3,079,046	196,697	52,922	8,477,296	10,897,748
Miscellaneous Revenues	285,546	68,790	12,319	363,463	730,118	789,560
Total Operating Revenues	<u>5,434,177</u>	<u>3,147,836</u>	<u>209,016</u>	<u>703,718</u>	<u>9,494,747</u>	<u>12,061,578</u>
Operating Expenses						
Employee Services	635,302	667,922	40,874	203,728	1,547,826	1,619,040
Supplies And Services	1,545,508	1,233,626	202,699	363,133	3,344,966	5,594,472
Depreciation	488,677	530,497	5,085	131,789	1,156,048	1,119,381
Total Operating Expenses	<u>2,669,487</u>	<u>2,432,045</u>	<u>248,658</u>	<u>698,650</u>	<u>6,048,840</u>	<u>8,332,893</u>
Operating Income (Loss)	<u>2,764,690</u>	<u>715,791</u>	<u>(39,642)</u>	<u>5,068</u>	<u>3,445,907</u>	<u>3,728,685</u>
Nonoperating Revenues (Expenses)						
Investment Earnings	13,790	21,646	0	0	35,436	(58,811)
Connection Fees	31,280	34,189	0	0	65,469	90,011
Development Fees	18,838	98,150	0	0	116,988	616,572
Gain (Loss) on Fixed Assets	0	0	0	1,200,000	1,200,000	(119,994)
Interest Expense	(190,226)	(58,622)	0	0	(248,848)	(142,436)
Amortization Of Bond Issue Costs	(16,249)	(648)	0	0	(16,897)	(12,362)
Total Nonoperating Revenues (Expenses)	<u>(142,567)</u>	<u>94,715</u>	<u>0</u>	<u>1,200,000</u>	<u>1,152,148</u>	<u>372,980</u>
Income Before Transfers And Contributed Capital	<u>2,622,123</u>	<u>810,506</u>	<u>(39,642)</u>	<u>1,205,068</u>	<u>4,598,055</u>	<u>4,101,665</u>
Contributed Capital	0	0	0	0	0	0
Operating Transfer In	2,862,840	261,211	26,850	0	3,150,901	2,443,862
Operating Transfer Out	(3,740,538)	(1,092,460)	0	0	(4,832,998)	(4,103,027)
Total Other Financing Sources (Uses)	<u>(877,698)</u>	<u>(831,249)</u>	<u>26,850</u>	<u>0</u>	<u>(1,682,097)</u>	<u>(1,659,165)</u>
Change In Net Position	1,744,425	(20,743)	(12,792)	1,205,068	2,915,958	2,442,500
Total Net Position - Beginning	21,993,499	13,497,795	357,281	932,649	36,781,224	34,338,724
Prior Period Adjustment	0	0	0	0	0	0
Adjusted Net Position - Beginning	<u>21,993,499</u>	<u>13,497,795</u>	<u>357,281</u>	<u>932,649</u>	<u>36,781,224</u>	<u>34,338,724</u>
Total Net Position - Ending	<u>23,737,924</u>	<u>13,477,052</u>	<u>344,489</u>	<u>2,137,717</u>	<u>39,697,182</u>	<u>36,781,224</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

**CITY OF RIVERBANK
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Business-Type Activities-Enterprise Funds					
	Sewer Fund	Water Fund	Community Center Fund	Local Redevelop. Authority	Totals 2023	Totals 2022
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts From Customers And Users	5,401,559	3,292,575	206,191	1,373,171	10,273,496	11,126,635
Receipts From Interfund Services Provided	0	0	0	0	0	0
Payments To Suppliers	(2,363,504)	(1,204,035)	(194,230)	(729,632)	(4,491,401)	(5,255,622)
Payments To Employees	(707,769)	(731,431)	(40,822)	(237,729)	(1,717,751)	(1,458,840)
Payments For Interfund Services Used	0	0	0	0	0	0
Net Cash Provided By Operating Activities	<u>2,330,286</u>	<u>1,357,109</u>	<u>(28,861)</u>	<u>405,810</u>	<u>4,064,344</u>	<u>4,412,173</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Transfer In	2,862,840	261,211	26,850	0	3,150,901	2,443,862
Transfer Out	(3,740,538)	(1,092,460)	0	0	(4,832,998)	(4,103,027)
Net Cash Provided (Used) By Capital And Related Financing Activities	<u>(877,698)</u>	<u>(831,249)</u>	<u>26,850</u>	<u>0</u>	<u>(1,682,097)</u>	<u>(1,659,165)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Connection Fees	31,280	34,189	0	0	65,469	90,010
Development Fees	18,838	98,150	0	0	116,988	616,572
Purchase Of Capital Assets	(2,578,603)	(1,139,944)	0	0	(3,718,547)	(2,085,546)
Funds Provides On New Lease	0	0	0	0	0	4,434,946
Funding Costs On New Loan	0	0	0	0	0	(98,895)
Gain on Disposal Of Capital Assets	0	0	0	1,200,000	1,200,000	0
Principal Paid On Capital Debt	(253,042)	(344,418)	0	0	(597,460)	(644,728)
Interest Paid On Capital Debt	(190,226)	(58,622)	0	0	(248,848)	(142,436)
Net Cash Provided (Used) By Capital And Related Financing Activities	<u>(2,971,753)</u>	<u>(1,410,645)</u>	<u>0</u>	<u>1,200,000</u>	<u>(3,182,398)</u>	<u>2,169,923</u>
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest Received	13,790	21,646	0	0	35,436	(58,811)
Net Cash Provided By Investing Activities	<u>13,790</u>	<u>21,646</u>	<u>0</u>	<u>0</u>	<u>35,436</u>	<u>(58,811)</u>
Net Increase In Cash And Cash Equivalents	(1,505,375)	(863,139)	(2,011)	1,605,810	(764,715)	4,864,120
Cash And Equivalents, July 1	<u>13,702,627</u>	<u>6,973,888</u>	<u>54,071</u>	<u>(1,166,252)</u>	<u>19,564,334</u>	<u>14,700,214</u>
Cash And Equivalents, June 30	<u>12,197,252</u>	<u>6,110,749</u>	<u>52,060</u>	<u>439,558</u>	<u>18,799,619</u>	<u>19,564,334</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

Reconciliation Of Operating Income To Net Cash Provided (Used) By Operating Activities	Sewer Fund	Water Fund	Community Center Fund	Local Redevelop. Authority	Totals 2023	2022
Operating Income	2,764,690	715,791	(39,642)	5,068	3,445,907	3,671,812
Adjustments To Reconcile Operating Income To Net Cash Provided (Used) By Operating Activities						
Depreciation Expense	488,677	530,497	5,085	131,789	1,156,048	1,119,381
(Increase) Decrease In						
Deferred Outflows of Resources	(173,887)	(176,321)	(25)	(69,753)	(419,986)	34,913
Accounts Receivable	(32,618)	110,905	0	669,453	747,740	(814,259)
Prepays	0	0	0	0	0	1
Notes Receivable	0	0	0	0	0	0
Due From Other Funds	0	0	0	0	0	0
Increase (Decrease) In						
Accounts Payable	(745,598)	29,591	8,507	(366,499)	(1,073,999)	467,759
Compensated Absences	9,289	19,388	0	(1,211)	27,466	(15,819)
Deferred Inflows of Resources	(266,447)	(270,174)	(39)	(106,882)	(643,542)	738,316
Net Pension Liability	358,580	363,597	52	143,840	866,069	(597,212)
Customer Deposits	0	33,834	(2,800)	0	31,034	(120,684)
Due To Other Funds	(72,398)	0	0	0	(72,398)	(72,036)
Net Cash Provided (Used) By Operating Activiti	<u>2,330,288</u>	<u>1,357,108</u>	<u>(28,862)</u>	<u>405,805</u>	<u>4,064,339</u>	<u>4,412,172</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR YEAR ENDED JUNE 30, 2022

	County Impact Fee Fund	Assessment District 1991 - 1 Fund	RDA	Totals (Memorandum Only)	
				2023	2022
Assets					
Cash And Investments	141,237	272,450	1,727,061	2,140,748	1,907,481
Accounts Receivable	53	117	0	170	39
Fixed Assets	0	0	0	0	0
Accumulated Depreciation	0	0	0	0	0
Unamortized Bond Issue Costs	0	0	67,033	67,033	72,189
Due From Other Funds	0	0	0	0	0
Total Assets	<u>141,290</u>	<u>272,567</u>	<u>1,794,094</u>	<u>2,207,951</u>	<u>1,979,709</u>
Liabilities And Fund Balances					
Liabilities					
Due to Bond Paying Agent	0	0	0	0	0
Due To Other Government	<u>141,290</u>	<u>272,567</u>	<u>1,794,094</u>	<u>2,207,951</u>	<u>1,979,709</u>
Total Liabilities	<u>141,290</u>	<u>272,567</u>	<u>1,794,094</u>	<u>2,207,951</u>	<u>1,979,709</u>

SEE ACCOMPANYING NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Riverbank, California (City) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. In June 1999, the GASB unanimously approved Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management and Discussion and Analysis (MD&A) section providing an analysis of the City’s overall financial position and results of operations.
- Financial statements prepared using the full accrual accounting for all of the City’s activities, except for infrastructure (roads, streets, bridges, etc.)
- A change in the fund financial statements to focus on the major funds.

These and other changes are reflected in the accompanying financial statements (including notes to financial statements). The more significant of the City’s accounting policies are described below:

A. Financial Reporting Entity

The accompanying basic financial statements present the financial activity of the City of Riverbank (primary government) and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government’s operations. Discretely presented component units represent other legally separate organizations for which the primary government is financially accountable or for which the nature and significance of their relationship to the primary government are such that exclusion would cause the City’s reporting entity to be misleading or incomplete. The City’s component units are blended; there are no discretely presented component units in the Financial Reporting Entity.

City of Riverbank

The City (primary government) was incorporated in 1922 under the general laws of the State of California. The City provides the full range of municipal services as contemplated by statute. Services provided include sewer, water, public safety (police), street construction and maintenance, culture-recreation, public improvements, planning and zoning, and general administrative and support services. The City operates under a Council-Manager form of government. The City Council consists of five members elected at large for overlapping four year terms. The City Council appoints a City Administrator and City Attorney.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

City of Riverbank – continued

In addition to sitting as the governing board of the City, the City Council also acts as the Board of Directors of one blended component unit: the Redevelopment Agency of the City of Riverbank through January 31, 2012. On February 1, 2012 all Redevelopment Agencies (RDA) statewide were dissolved. The City elected to be the Successor Agency for the Low/Moderate Income Housing Fund. The general RDA Fund was transferred to the Riverbank Local Designated Authority, a separate entity created by the State when the City did not elect to be the Successor Agency for that fund. The Successor Agency Fund is now reported as a special revenue on the City's financial statements.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Measurement Focus, Basis of Accounting and Basis of Presentation – continued

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Property taxes and taxpayer-assessed tax revenues (e.g., franchise taxes, sales taxes, motor vehicle fees, etc.) net of estimated refunds and uncollectible amounts, and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when cash is received by the City. The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

CDBG Fund - To account for federal grants and other monies received and disbursed under the Housing and Community Development Act, to assist low and moderate income groups in obtaining loans to purchase their first home and rehabilitate or revitalize their homes.

Systems Development Fund - To account for development impact fees collected. These fees are used for infrastructure and capital expenditure resulting from new developments.

Successor RDA LMI Housing Fund – This fund was created when the City elected to assume the housing function previously performed by the Redevelopment Agency. The non-cash assets and encumbered cash of the Redevelopment LMI Housing Fund were transferred to this Fund.

The city reports the following major proprietary funds.

The **Water Fund** accounts for the activities of the City's water service.

The **Sewer Fund** accounts for the activities of the City's sewer service.

The **Community Center Fund** accounts for the activities of the City's Community Center service.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Measurement Focus, Basis of Accounting and Basis of Presentation – continued

The **Local Redevelopment Authority Fund** accounts for the activities of the City's Ammunition Factory services.

Additionally, the City reports the following fund types:

The **County Impact Fee Agency Fund**, accounts for impact fees which are collected on behalf of Stanislaus County.

The **Assessment District 1991-1 Agency Fund**, accounts for the collection of assessments and payment of debt service on behalf of the District.

The **Redevelopment Agency Fund**, accounts for the collection of property tax revenues used for the administration of the agency and development projects within the designated redevelopment area.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989 generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as program revenues include 1) charges to customers and applicants, for goods, services or privileges provided, 2) operating grants and contributions and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing goods and services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principle operating revenues of the enterprise and internal service funds are charges for sales and services. Operating expenses for enterprise funds include salaries and employee benefits, maintenance and operation of systems and facilities, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

D. Assets, Liabilities and Equity

1. Cash and Investments

In order to maximize the flexibility of its investment program and to aid in cash budgeting, the City pools the cash of all funds, except for monies deposited with fiscal agents in accordance with related bond indentures. The cash and investments balance in each fund represents that fund's equity share of the City's cash and investment pool. As the City places no restrictions on the deposit or withdrawal of a particular fund's equity in the pool, the pool operates like a demand deposit account for the participating funds.

Interest income earned on pooled cash and investments is allocated quarterly. Interest income on restricted cash and investments with fiscal agents is credited directly to the related fund.

In accordance with the State of California Government Code, the City adopts an investment policy annually that, among other things, authorizes types of investments. Authorized investments include:

- Securities of the U.S. government or its agencies
- Certificates of Deposit (or time deposits) placed with commercial banks and/or savings and loan associations
- Bankers Acceptances
- State Treasurer's Local Agency Investment Fund (LAIF)
- Repurchase Agreements
- Passbook savings account demand deposits
- Mutual Funds
- High Grade Commercial Paper (A-1 and P-1 Rated)

Investments for the City are reported at fair value. LAIF operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

For purposes of the statement of cash flows, the city has defined cash and cash equivalents to be change and petty cash funds, equity in the City's cash and investment pool and restricted, non-pooled investment with initial maturities of three months or less.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing outstanding at the end of the fiscal year are referred to as either "interfund receivables/payables" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

2. Receivables and Payables (continued)

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and tax receivables are shown net of an allowance for uncollectible accounts and estimated refunds due.

3. Property Taxes

Property taxes are levied on the first day of March by the county assessor, and are payable to the county tax collector in two installments. The first installment is due November 1st, and is delinquent on December 10th, the second installment is due February 1st and is delinquent on April 10th.

Taxes become a lien on the property on March 1st, and on the date of transfer of title, and the date of new construction. The minimum property value which is taxed is \$2,000; however, tax bills are prepared for properties valued at less than \$2,000 if there is a special assessment to be collected.

Article 13A of the California Constitution states, "The maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value of such property. The one percent tax is to be collected by the counties and apportioned according to law to the districts within the counties."

The City has elected under state law (TEETER) to receive all of the annual property assessments in three installments as follows:

December	55%
April	40%
June	<u>5%</u>
	<u>100%</u>

4. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

5. Restricted Assets

Certain proceeds of revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

6. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, traffic lights and signals, street lights and similar items), are reported in the applicable governmental columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of \$1,000 for property, plant and equipment and \$25,000 for infrastructure. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their estimated fair value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlay for capital assets and improvements are capitalized as projects are constructed. Depreciation is recorded in the in amounts sufficient to relate the cost of the depreciable assets to operations over their estimated service life using the straight-line method. Assets are depreciated from 3 to 50 years.

7. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits. All vacation and sick leave benefits are accrued as earned by employees. All vacation and sick leave pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental and proprietary funds.

8. Pensions

For purposes of liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Riverbank's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs,

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

9. Long-Term Obligations (continued)

whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

10. Net Position and Fund Equity

In the government-wide financial statements, net position are reported in three categories: net position invested in capital assets, net of related debt; restricted net position and unrestricted net position. Restricted net position represent net position restricted by parties outside the City (such as creditors, grantors, contributors, laws and regulations of other governments) and include unspent proceeds of bonds issued to acquire or construct capital assets. The City's other restricted net position are temporarily restricted (ultimately expendable assets). All other net position are considered unrestricted.

In the fund financial statements, fund balance is reported in classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. Non-spendable and Restricted fund balances represent the restricted classifications, and Committed, Assigned, and Unassigned represent the unrestricted classifications.

- Non-spendable fund balance includes amounts that cannot be spent because either 1) it is not in a spendable form, such as inventory or prepaid items or 2) legally or contractually required to be maintained intact.
- Restricted fund balance includes amounts that are constrained for specific purposes which are externally (outside the City) imposed by creditors, grantors, contributors, laws and regulations of other governments, or laws through constitutional provisions or enabling legislation.
- Committed fund balance includes amounts that are constrained for specified purpose that are internally imposed by the government through formal action of the highest level of decision making authority and does not lapse at year-end.
- Assigned fund balance represents limitations imposed by management.
- Unassigned fund balance represents the residual net resources in excess of the other classifications. The General Fund is the only fund that can report a positive unassigned fund balance and any governmental fund can report a negative unassigned fund balance.

When both restricted and unrestricted resources are available for specific expenditures, restricted resources are considered spent before unrestricted resources, unless there are legal documents/contracts that prohibit doing this, such as a grant agreement requiring dollar for dollar spending. Within unrestricted resources, committed and assigned are considered spent (if available) before unassigned amounts.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

10. Net Position and Fund Equity - continued

As of June 30, 2023, the fund balance details by classification are listed below:

	General	CDBG	Successor RDA	System Development	Other Funds	Total Governmental Funds
Fund Balances:						
Nonspendable:				179,888		179,888
Restricted:						
Housing		11,249,623	3,214,939			14,464,562
System Development				7,214,466		7,214,466
Committed To:						
Assigned To:						
Community Development					2,207,185	2,207,185
Riverbank Donations					7,009	7,009
Landscaping					105,251	105,251
Public Works					3,134,946	3,134,946
Public Safety					328,393	328,393
Self Insurance					536,919	536,919
Other Purposes					2,904,627	2,904,627
Unassigned:	11,425,211				(689,491)	10,735,720
Total Fund Balances	11,425,211	11,249,623	3,214,939	7,394,354	8,534,839	41,818,966

11. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principals requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary Information

The City Council is required to adopt an annual budget resolution by July 1 of each fiscal year for the general fund, and special revenue, capital projects, debt service, and enterprise funds. These budgets are adopted and presented for reporting purposes on a basis consistent with generally accepted accounting principles.

The appropriated budget is prepared by fund, function, and department. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the department level. The council made several supplemental budgetary appropriations throughout the year.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

B. Excess of Expenditures over Appropriations

For the year ended June 30, 2023, expenditures exceeded appropriations in several department as follows:

General Fund:

Animal Control	13,995
Development Services	332,813
Recreation Department	4,523

The General funds over-expenditures were funded through the reserves of the General Fund.

III. DETAILED NOTES ON ALL FUNDS

A. Cash And Investments

Cash and investments as of June 30, 2023 are classified in the accompanying financial statements as follows:

Cash on hand	710
Deposits with financial institutions	45,491,853
Investments in LAIF	<u>5,973,416</u>
Total cash and investments	<u><u>51,465,979</u></u>

Cash and investments as of June 30, 2023 consist of the following:

Cash and investments	51,465,979
Cash and investments held by bond trustee	<u>0</u>
Total cash and investments	<u><u>51,465,979</u></u>

Investments Authorized by the City's Investment Policy

The City's investment policy authorizes investment in the local government investment pool administered by the State of California (LAIF). The City's investment policy also authorizes cash to be invested in Certificates of Deposits, Money Market Mutual Funds, Bankers Acceptances, Repurchase Agreements, Passbook Savings Demand Deposits, and High Grade Commercial Paper. The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

A. Cash And Investments (continued)

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. As of year-end, the weighted average maturity of the investments contained in the LAIF investment pool is approximately 8.54 months.

		<u>Maturity Date</u>
State investment pool	5,973,416	8.54 months average maturity

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. LAIF does not have a rating provided by a nationally recognized statistical rating organization.

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

Custodial Credit Risk (continued)

With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Cash with Fiscal Agent

The City maintains cash and investments which are restricted under the terms of various debt agreements. The money is included in the City's pooled cash and investment program. Restricted cash and investments as of June 30, 2023 is \$0.

Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The City deposits deferred compensation plan assets with the California Public Employees Retirement System (PERS). Federal legislation requires that the assets of such plans be held in trust for the exclusive benefit of the plan participants and their beneficiaries. PERS act as the trustees for the plan assets and the City is considered to have limited fiduciary responsibility for the plan assets. As such, the City does not report the deferred compensation plan assets on its financial statements.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

B. Accounts Receivable

Receivables at June 30, 2023 for the City's individual major funds and non-major funds in the aggregate, including applicable allowances for uncollectible accounts, are as follows.

All receivables are expected to be collected within one year.

	General	CDBG	System Development		
Governmental Activities:					
Interest	7,939	1,641	8,676		
Utility Billing	566,969	0	1,517		
Other	886,076	0	0		
Total	1,460,984	1,641	10,193		
	Successor RDA LMI Housing	Nonmajor Governmental	Total		
Governmental Activities:					
Interest	417	10,012	28,685		
Utility Billing	0	0	568,486		
Other	0	726,675	1,612,751		
Total	417	736,687	2,209,922		
	Water	Sewer	Community Center	Local Redevelop. Authority	Total
Business-Type Activities:					
Utility Billings	502,654	1,023,769	0	0	1,526,423
Interest	11,290	5,235	0	0	16,525
Other	35,002	751,034	0	137,679	923,715
Total	548,946	1,780,038	0	137,679	2,466,663

C. Notes Receivable

The City is the recipient of Community Development Block Grant and Home Program Funds. The Funds are provided to use for housing and business loans to qualified recipients at various below market interest rates ranging from 0 to 4%. The terms of the loans range between fifteen and thirty years. All loans are secured by deeds of trust. The amount outstanding as of June 30, 2023 is \$7,793,945.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

D. Interfund Receivables and Payables

Interfund receivable/payable balances at June 30, 2023 consist of the following:

- The Sewer Fund borrowed \$396,000 from the Streets/PW System Development Fee Fund in accordance with Resolution 2011-021. The Sewer Fund will reimburse funds from future sewer fees collected. The balance as of June 30, 2023 was \$179,888.

E. Capital Assets

Capital asset activity for the year ended June 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental Activities				
Capital assets not being depreciated:				
Land	4,582,865	351,326	0	4,934,191
Construction in progress	<u>2,233,638</u>	<u>2,938,355</u>	<u>(732,178)</u>	<u>4,439,815</u>
Total capital assets not being depreciated	<u>6,816,503</u>	<u>3,289,681</u>	<u>(732,178)</u>	<u>9,374,006</u>
Capital assets being depreciated:				
Infrastructure	80,570,716	2,276,264	0	82,846,980
Land Improvements	16,649,403	0	0	16,649,403
Equipment And Vehicles	6,901,582	371,022	(429,252)	6,843,352
Building And Improvements	<u>6,578,621</u>	<u>182,050</u>	<u>0</u>	<u>6,760,671</u>
Total capital assets being depreciated	<u>110,700,322</u>	<u>2,829,336</u>	<u>(429,252)</u>	<u>113,100,406</u>
Less accumulated depreciation for:				
Infrastructure	(50,618,127)	(1,760,509)	0	(52,378,636)
Land Improvements	(5,990,256)	(389,553)	0	(6,379,809)
Equipment And Vehicles	(5,143,971)	(230,666)	429,252	(4,945,385)
Building And Improvements	<u>(2,865,604)</u>	<u>(210,353)</u>	<u>0</u>	<u>(3,075,957)</u>
Total accumulated depreciation	<u>(64,617,958)</u>	<u>(2,591,081)</u>	<u>429,252</u>	<u>(66,779,787)</u>
Net capital assets being depreciated	<u>46,082,364</u>	<u>238,255</u>	<u>0</u>	<u>46,320,619</u>
Total net capital assets -				
Governmental Activities	<u>52,898,867</u>	<u>3,527,936</u>	<u>(732,178)</u>	<u>55,694,625</u>

Depreciation was charged to functions/programs of the primary government as follows:

Government Activities:

Public Works	<u>2,591,081</u>
Total Depreciation expense – Government activities	<u>2,591,081</u>

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

E. Capital Assets (continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities				
Capital assets not being depreciated:				
Land	2,425,075	0	0	2,425,075
Construction in progress	5,864,371	2,240,558	(1,731,861)	6,373,068
Total capital assets not being depreciated	8,289,446	2,240,558	(1,731,861)	8,798,143
Capital assets being depreciated:				
Equipment And Vehicles	17,102,755	720,858	(53,573)	17,770,040
Building And Improvements	17,519,420	2,516,323	0	20,035,743
Total capital assets being depreciated	34,622,175	3,237,181	(53,573)	37,805,783
Less accumulated depreciation for:				
Equipment And Vehicles	(9,970,419)	(555,571)	53,573	(10,472,417)
Building And Improvements	(6,040,936)	(600,478)	0	(6,641,414)
Total accumulated depreciation	(16,011,355)	(1,156,049)	53,573	(17,113,831)
Net capital assets being depreciated	18,610,820	2,081,132	0	20,691,952
Total net capital assets - business-type activities	26,900,266	4,321,690	(1,731,861)	29,490,095
Business- Type Activities:				
Water			530,497	
Sewer			488,677	
Ammo Plant			131,789	
Community Center			5,085	
Total Depreciation expense – Business-Type Activities			1,156,048	

F. Transfers

Interfund transfers for the year ended June 30, 2023 consisted of the following amounts:

Fund	Transfers In	Transfers Out
General Fund	2,712,973	778,209
CDBG	0	0
System Development	0	24,400
Nonmajor Governmental	494,365	745,565
Proprietary	2,424,162	4,083,326
Total	5,631,500	5,631,500

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

G. Payables And Other Liabilities

Payables at June 30, 2023 for the City's individual major funds and non-major funds in the aggregate are as follows:

	General	CDBG	System Development		
Governmental Activities					
Vendors	1,290,669	55,447	11,052		
Salaries and Benefits	0	0	0		
Total	1,290,669	55,447	11,052		
		Nonmajor			
	ARPA	Governmental	Total		
Governmental Activities					
Vendors	27,692	296,533	1,681,393		
Salaries and Benefits	0	0	0		
Total	27,692	296,533	1,681,393		
			Local		
	Water	Sewer	Community Center	Redevelop. Authority	Total
Business-Type Activities					
Vendors	91,058	616,205	21,383	323,686	1,052,332
Salaries and Benefits	511	210	0	23	744
Total	91,569	616,415	21,383	323,709	1,053,076

H. Long-Term Debt

Business-Type Activities:

On January 23, 2014 the City of Riverbank received a private placement \$5,742,715 waste water revenue loan from Municipal Finance Corporation. This loan was obtained for two purposes: (1) \$4,031,770 was received in order to provide financing for the acquisition and construction of energy efficient improvements to the City's existing Wastewater System and includes the removal of existing aerators in ponds T-1 and T-2 to be replaced with three new blowers, and all design, hydrology, engineering and related costs, and (2) \$1,710,945 in funds were received in order to fund the redemption prior to maturity of the 2005 Refunding Revenue Bonds, Series A (Wastewater

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

H. Long-Term Debt (continued)

Project) issued on February 3, 2005 in the original principal amount of \$4,475,000 and which had currently outstanding principal in the amount of \$2,075,000. The amount was paid off in September 10, 2014.

Refinancing of Sewer Bond is due in bi-annual installments of \$153,784, interest not more than 2.38% per annum payable on February 1 and August 1 through 2019. Loan proceeds were used to finance the Waste Treatment Construction Project. Loan payable outstanding at June 30, 2023 is \$0.00

2013 Sewer Loan is due in bi-annual installments of \$167,890, interest not more than 2.38% per annum payable on February 1 and August 1 through 2029. Loan proceeds were used to finance the Waste Treatment Construction Project. Loan payable outstanding at June 30, 2023 is \$2,057,991.

The annual debt service requirements to maturity are as follows:

Year Ending June 30	Loans Payable	
	Principal	Interest
2024	262,439	73,342
2025	272,186	63,595
2026	282,294	53,486
2027	292,778	43,002
2028	303,652	32,129
2029-2030	644,643	26,919
Total	2,057,991	292,473

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

H. Long-Term Debt (continued)

The City entered into a Master Governmental Lease Purchase agreement with Wells Fargo Banks to update the city's water meters on December 15, 2015. The agreed finance amount of \$4,054,224 is due in 24 semiannual installments of \$193,469.62, interest at 2.23% per annum payable in June and December through 2027. Proceeds from the lease are being used for the replacement of the city's water meters. Lease payable outstanding at June 30, 2023 is \$1,647,993.

The annual debt service requirements to maturity are as follows:

Year Ending June 30	Loans Payable	
	Principal	Interest
2024	352,140	34,798
2025	360,037	26,901
2026	368,111	18,828
2027	376,366	10,573
2028	191,339	2,133
Total	<u>1,647,993</u>	<u>93,233</u>

The City entered into a Wastewater Revenue Installment Sale Agreement with SAMCO Capital Markets Inc., on May 12, 2023 for energy efficiency projects relating to the Wastewater System. The agreed finance amount of \$4,435,000 is due in 40 semiannual installments, interest at 3.85% per annum payable in August and February through 2042. The funds were split between the water and sewer funds. Lease payables outstanding at June 30, 2023 \$3,853,784 (sewer) and \$581,216 (water).

Year Ending June 30	Sewer	Loans Payable	
		Principal	Interest
2024		-	148,371
2025		139,032	145,694
2026		147,721	140,174
2027		152,066	134,403
2028		156,411	128,465
2029-2033		886,327	544,472
2034-2038		1,068,806	356,792
2039-2042		<u>1,303,422</u>	<u>129,469</u>
Total		<u>3,853,784</u>	<u>1,727,841</u>

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

H. Long-Term Debt (continued)

Year Ending Water June 30	Loans Payable	
	Principal	Interest
2024	-	22,377
2025	20,968	21,973
2026	22,279	21,141
2027	22,934	20,270
2028	23,589	19,375
2029-2033	133,673	82,116
2034-2038	161,194	53,810
2039-2042	196,578	19,526
Total	<u>581,216</u>	<u>260,588</u>

The following is a summary of changes in the City's long-term debt and other long-term liabilities during the year ended June 30, 2023.

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Governmental-Type Activities:					
Compensated Absences	265,428	298,094	(265,428)	298,094	29,809
Long-term liabilities of Governmental-Type Activities:	<u>265,428</u>	<u>298,094</u>	<u>(265,428)</u>	<u>298,094</u>	<u>29,809</u>

The following is a summary of changes in the City's Proprietary Funds long-term debt, including compensated absences, during the year ended June 30, 2023.

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Business-Type Activities:					
Loan Payable Wastewater Ref	2,311,033	0	(243,980)	2,067,053	253,041
Loan Payable Energy Project	3,853,784	0	0	3,853,784	0
Water Meter Lease	1,992,413	0	(336,861)	1,655,552	344,418
Loan Payable Well #6	581,216	0	0	581,216	0
Compensated Absences	65,182	92,649	(81,004)	76,827	6,518
Long-term liabilities of Business-Type Activities:	<u>8,803,628</u>	<u>92,649</u>	<u>(661,845)</u>	<u>8,234,432</u>	<u>603,977</u>
Total long-term liabilities	<u>9,069,056</u>	<u>390,743</u>	<u>(927,273)</u>	<u>8,532,526</u>	<u>633,786</u>

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

H. Long-Term Debt (continued)

The annual debt service requirements for the City's Proprietary Funds to maturity are as follows:

Year Ending June 30	Total		Total
	Principal	Interest	Debt Service
2024	614,579	278,887	893,466
2025	792,223	258,164	1,050,386
2026	820,405	233,629	1,054,035
2027	844,144	208,249	1,052,393
2028	674,991	182,102	857,093
2029-2033	1,664,643	653,506	2,318,149
2034-2038	1,230,000	1,122,616	2,352,616
2039-2042	1,500,000	1,500,000	3,000,000
Total	8,140,984	4,437,154	12,578,138

I. Evaluation of Subsequent Events

The City has evaluated subsequent events through June 20, 2024, the date which the financial statements were available to be issued.

IV. OTHER INFORMATION

A. Risk Management

The City of Riverbank participates with other public entities in a joint exercise of powers agreement, which establishes the Central San Joaquin Valley Risk Management Authority (CSJVRMA). The relationship between the City and CSJVRMA is such that CSJVRMA is not a component unit of the City for financial reporting purposes.

The City is covered for the first \$1,000,000 of each general liability claim and \$250,000 of each workers' compensation claim through the CSJVRMA. The City has the right to receive dividends or the obligation to pay assessments based on a formula which, among other expenses, charges the City's account for liability losses under \$10,000 and workers' compensation losses under \$10,000. The CSJVRMA participates in an excess pool which provides general liability coverage from \$1,000,000 to \$10,000,000. The CSJVRMA participates in an excess pool that provides workers' compensation coverage from \$250,000 to \$500,000 and purchases excess insurance above the \$500,000 to the statutory limit. The CSJVRMA is a consortium of fifty-four (54) cities in San Joaquin Valley, California. It was established under the provisions of California Government Code Section 6500 et seq. The CSJVRMA is governed by a Board of Directors, which meets 3-4 times per year, consisting of one member appointed by each member city. The day-to-day business is handled by a management group employed by the CSJVRMA.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

A. Risk Management (continued)

The financial position and results of operations for the CSJVRMA, as of June 30, 2023, are presented below:

Total Assets	<u>153,984,502</u>
Total Liabilities	120,022,096
Total Net Assets	<u>32,962,406</u>
Total Liabilities & Net Assets	<u>152,984,502</u>
Total Revenues for Year	73,088,767
Total Expenses for Year	<u>71,300,255</u>
Net Income(Loss) for Year	<u>1,788,512</u>

At the termination of the joint powers agreement and after all claims have been settled, any excess deficit will be divided among the cities in accordance with its governing documents.

B. Commitments and Contingencies

The City of Riverbank is a party in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the City's counsel that resolution of these matters will not have a material adverse effect on the financial condition of the City.

C. Employee Retirement Systems and Plans

The City contributes to the California Public Employees' Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and city ordinance. Copies of PERS' annual financial report may be obtained from their Executive Office – 400 P Street – Sacramento CA 95814.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Employee Retirement Systems and Plans (continued)

The Plans' provisions and benefits in effect as of June 30, 2018, are summarized as follows:

	Miscellaneous		
	Prior to April 1, 2011	On or After April 1, 2011	On or After January 1, 2013
Hire date			
Benefit formula	2% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 Years	5 Years	5 Years
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	50	52
Monthly benefits, as of % of eligible compensation	Up to 2%	Up to 2%	Up to 2%
Required employee contribution rates	7.00%	7.00%	6.25%
Required employer contribution rates	13.578%	8.005%	6.25%

	Safety		
	Prior to April 1, 2011	On or After April 1, 2011	On or After January 1, 2013
Hire date			
Benefit formula	2% @ 55	2% @ 55	N/A
Benefit vesting schedule	5 Years	5 Years	N/A
Benefit payments	Monthly for life	Monthly for life	N/A
Retirement age	50	50	N/A
Monthly benefits, as of % of eligible compensation	Up to 2%	Up to 2%	N/A
Required employee contribution rates	6.25%		
Required employer contribution rates	6.25%		

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contributions rates for all public employees be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during that year, with an additional amount to finance any unfunded accrued liability. The Local Government is required to contribute the difference between actuarially determined rate and the contribution rate of employees.

In February 2011, the City Council adopted a new tier which became effective in April 2011. Effective January 1, 2013, the Public Employees' Pension Reform Act (PEPRA) implemented new benefit formulas, final compensation period, and new contribution requirements for new employees hired on or after January 1, 2013, who meet the definition of new member as per PEPRA.

Participants are required to contribute 7% (9% for public-safety employees) of their annual covered salary for Tier 1 and Tier 2. The participants that qualify under Tier 3 are required to contribute 6.25% of their annual covered salary. The City makes no required contribution on behalf of the City employees. The contribution requirements of plan members and the City are established and may be amended by PERS. The City is required to contribute at an actuarially determined rate. PERS has determined that because of past funding and investment earnings, current employer contributions are

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Employee Retirement Systems and Plans (continued)

not required for the public-safety employees of the City. The current rates are 13.578% (first-tier) and 8.005% (second-tier) for non-safety employees, of annual covered payroll.

For the year ended June 30, 2023, the contribution recognized as part of pension expense for each Plan were as follows:

	<u>Miscellaneous</u>
Contributions - employer	\$ 371,182
Contributions - employee (paid by employer)	-

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2023, the Local Government reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	<u>Proportionate Share of Net Pension Liability</u>
Miscellaneous	\$ 7,580,393
Safety	1,195,883
Total Net Pension Liability	<u><u>8,776,276</u></u>

The Local Government's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2021, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2022 using standard update procedures. The Local Government's proportion of the net pension liability was based on a projection of the Local Government's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The Local Government's proportionate share of the net pension liability for each Plan as of June 30, 2022 and 2023 was as follows:

	<u>Miscellaneous</u>	<u>Safety</u>	<u>Total</u>
Proportion - June 30, 2022	0.19505%	0.02049%	0.08178%
Proportion - June 30, 2023	0.16200%	0.01740%	0.07598%
Change - Increase/(Decrease)	-0.03305%	-0.00309%	-0.00580%

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Employee Retirement Systems and Plans (continued)

At June 30, 2023, the Local Government reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	\$ 897,351	\$ 0
Differences between actual and expected experience	201,722	114,943
Differences between projected & actual investment earnings	1,577,373	0
Difference between employer's contribution and proportionate share of contributions	0	1,116,322
Changes in employer's proportion	99,253	141,799
Pension contributions made subsequent to measurement date	371,182	0
Total	\$ 3,146,881	\$ 1,373,064

\$371,182 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

	Miscellaneous	Safety	Total
2024	\$ 115,334	\$ 16,438	\$ 131,772
2025	154,086	26,107	180,193
2026	103,176	23,025	126,201
2027	849,270	115,199	964,469
2028	-	-	-
Thereafter	-	-	-
Total	\$ 1,221,866	\$ 180,769	\$ 1,402,635

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

C. Employee Retirement Systems and Plans (continued)

Actuarial Assumptions – The total pension liabilities was determined by rolling forward the total pension liability determined in the June 30, 2021 actuarial accounting valuations to June 30, 2022. The June 30, 2022, total pension liability was based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.30%
Salary Increases	Varied by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.50% until purchasing power Protection allowance floor on power applies, 2.50% thereafter

The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-term Expected Rate of Return – The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Using historical returns of all funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits of cash flows as the one calculated using both short-term and long-term returns.

CITY OF RIVERBANK
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2023

E. Employee Retirement Systems and Plans (Continued)

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

<u>Asset Class(1)</u>	<u>Assumed Asset Allocation</u>	<u>Real Return (1), (2)</u>
Global Equity - Cap-weighted	30.0%	4.54%
Global Fixed Income Non-Cap-weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage-backed Securities	5.0%	0.50%
Investment Grade Corporate	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	-5.0%	-0.59%

(1) An expected price inflation of 2.30% used for this period.

(2) Figures are based on the 2021-22 Asset Liability Management study.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the Local Government’s proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the Local Government’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate -1 % 6.15%	Current Discount Rate 7.15%	Discount Rate +1 % 8.15%
Employer's Net Pension Liability/(Asset) - Misc	11,468,446	7,580,393	4,381,490
Employer's Net Pension Liability/(Asset) - Safety	1,670,848	1,195,883	807,707
Employer's Net Pension Liability/(Asset) - Total	13,139,294	8,776,276	5,189,197

Pension Plan Fiduciary Net Position – Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

REQUIRED SUPPLEMENTAL FINANCIAL DATA

**CITY OF RIVERBANK
SCHEDULE OF THE LOCAL GOVERNMENT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY - MISCELLANEOUS
JUNE 30, 2023**

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Proportion of the net pension liability	0.1330%	0.1317%	0.1318%	0.1331%	0.1336%	0.1409%	0.1318%	13.0600%	0.1405%
Proportion share of the net pension liability	\$ 7,580,393	\$ 3,703,525	\$ 6,352,713	\$ 5,810,091	\$ 5,347,133	\$ 5,477,093	\$ 4,701,278	\$ 3,583,450	\$ 3,472,625
Covered - employee payroll	\$ 5,888,788	\$ 5,756,474	\$ 5,475,230	\$ 5,203,105	\$ 5,048,535	\$ 5,116,284	\$ 4,877,064	\$ 3,144,373	\$ 2,982,150
Proportionate share of the net pension liability as percentage of covered-employee payroll	128.73%	64.34%	116.03%	111.67%	105.91%	107.05%	96.40%	113.96%	116.45%
Plan's fiduciary net position	\$ 20,941,537	\$ 22,585,853	\$ 18,574,963	\$ 18,123,267	\$ 17,224,515	\$ 17,085,417	\$ 15,339,838	\$ 15,484,030	\$ 15,376,404
Plan fiduciary net position as a percentage of the total pension liability	73.42%	85.91%	74.52%	75.72%	76.31%	75.72%	76.54%	81.21%	81.58%

Notes to Schedule:

Change in assumptions. In 2016, amounts reported as changes in assumptions resulted primarily from adjustments to expected retirement ages of general employees.

CITY OF RIVERBANK
SCHEDULE OF THE LOCAL GOVERNMENT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY - SAFETY
JUNE 30, 2023

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Proportion of the net pension liability	0.0123%	0.0130%	0.0137%	0.0148%	0.0157%	0.0165%	0.0023%	0.0125%	0.00979%
Proportion share of the net pension liability	\$ 1,195,883	\$ 719,212	\$ 647,920	\$ 958,143	\$ 271,587	\$ 856,967	\$ 733,043	\$ 515,698	\$ 367,103
Covered - employee payroll	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Proportionate share of the net pension liability as percentage of covered-employee payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Plan's fiduciary net position	\$ 2,243,436	\$ 2,685,512	\$ 2,953,382	\$ 2,504,280	\$ 3,367,274	\$ 2,631,925	\$ 2,566,219	\$ 2,627,253	\$ 2,773,359
Plan fiduciary net position as a percentage of the total pension liability	65.23%	78.88%	82.01%	72.33%	92.54%	75.44%	77.78%	83.59%	88.31%

Notes to Schedule:

Benefit Changes. In 2016, benefit terms were modified to base public safety employee pensions on a final three-year average salary instead of a final five-year average salary.

Change in assumptions. In 2016, amounts reported as changes in assumptions resulted primarily from adjustments to expected retirement ages of general employees.

CITY OF RIVERBANK
SCHEDULE OF CONTRIBUTIONS - MISCELLANEOUS
JUNE 30, 2023

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution (actuarially determined)	\$ 3,037,805	\$ 2,529,615	\$ 2,104,228	\$ 1,774,700	\$ 1,573,919	\$ 1,210,008	\$ 1,108,137	\$ 409,877	\$ 340,922
Contributions in relation to the actuarially determined contributions	(4,195,003)	(3,297,415)	(2,597,763)	(2,110,658)	(1,895,296)	(1,347,503)	(1,162,169)	(409,877)	(340,922)
Contribution deficiency (excess)	\$ (1,157,198)	\$ (767,800)	\$ (493,535)	\$ (335,958)	\$ (321,377)	\$ (137,495)	\$ (54,032)	\$ 0	\$ 0
Covered - employee payroll	\$ 5,888,788	\$ 5,756,474	\$ 5,475,230	\$ 5,203,105	\$ 5,048,535	\$ 5,116,284	\$ 4,877,064	\$ 3,144,373	\$ 2,982,150
Contributions as a percentage of covered-employee payroll percentage of covered-employee payroll	51.59%	43.94%	38.43%	34.11%	31.18%	23.65%	22.72%	13.04%	11.43%

Notes to Schedule:

Valuation Date:	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013
Methods and assumptions used to determine cotnribution rates:									
Actuarial Cost Method	Entry age								
Amortization method	Level Percentage of Payroll and Direct Rate Smoothing								
Asset valuation method	Market Value								
Inflation	2.50%								
Salary increases	Varies by Entry Age and Service								
Investment rate of return	7.00%, net of pension plan investment and administrative expense, including inflation								

CITY OF RIVERBANK
SCHEDULE OF CONTRIBUTIONS - SAFETY
JUNE 30, 2023

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution (actuarially determined)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 241,124
Contributions in relation to the actuarially determined contributions	0	0	0	0	0	0	0	0	(241,124)
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered - employee payroll	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 789,451
Contributions as a percentage of covered-employee payroll percentage of covered-employee payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.54%

Notes to Schedule:

Valuation Date:	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013
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Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age
Amortization method	Level Percentage of Payroll and Direct Rate Smoothing
Asset valuation method	Market Value
Inflation	2.50%
Salary increases	Varies by Entry Age and Service
Investment rate of return	7.00%, net of pension plan investment and administrative expense, including inflation

COMBINING FINANCIAL STATEMENTS

NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Gas Tax Fund - To account for state gas tax revenues based on population. The revenues may be expended only for street and road repair, maintenance, design, construction and traffic signal design and installation.

Local Transportation Fund - To account for the City's allocation of local transportation revenues for streets, roads, and sidewalk improvements.

Asset Forfeiture Fund - To account for monies received from asset seizures in the City's jurisdiction as well as revenues and expenditures from Office of traffic Safety grants awarded for police services

Weed And Rubbish Abatement - To account for weed and rubbish cleanup in the City.

Self-Insurance Reserve - To account for the City's workers compensation and liability insurance.

Lighting And Landscaping Districts - To account for lighting and landscaping fees collected and the related costs to operate the city's various districts.

Neighborhood Improvement Fund – To account for monies received from vehicle abatement fees and code enforcement officer costs.

Public Safety Augmentation Fund - To account for monies received through a special sales tax to be spent to sustain the public safety department.

Riverfest Fund - To account for monies received from community for helping citizens during the flood in 2006 and for revenues and expenditures of the Beyond Earth Day event.

Riverbank Donations Fund - To account for donation revenues for City's improvements.

Cheese and Wine Fund - To account from the revenues and expenditures of the Cheese and Wine event.

Off Street Parking Fund – To account for parking in lieu Fee paid by business in lieu of providing additional onsite parking.

Public Benefit Fund - To account for revenue received from Cannabis Development Agreements.

ESG - This fund purpose is to account for funding received from the Emergency Solutions Grant Program (ESG) which provides funds for a variety of activities to address homelessness.

COMBINING FINANCIAL STATEMENTS

NON-MAJOR GOVERNMENTAL FUNDS

Transitional Housing Fund – Funding received from the State Legislature to support programs to assist in addressing homelessness with transitional housing and activities to address homelessness.

CAPITAL PROJECTS FUNDS

CFD 2016-1 - To account for developer's assessments for Consolidated Fire District

Quimby Fees Fund - To account for park impact fees collected to mitigate additional city costs due to new construction.

Railroad Crossing Fund - To account for revenues to upgrade the Terminal and Townsend street railroad crossing.

Crossroads Development Fund – To account for the fees collected from developers for the Crossroads Specific Plan.

Storm Drain Fund - To account for storm drain revenues.

Facility Improvement Fund - To account for fees collected from facility rentals for future improvements.

Measure L Fund - To account for revenues from the Stanislaus County Measure L transportation Tax initiative.

CITY OF RIVERBANK
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	Special Revenue						
	Gas Tax Fund	Local Trans- portation Fund	Cheese And Wine Fund	Riverbank Donations Fund	Asset Forfeit- ture Fund	Weed And Rubbish Abatement Fund	Self- Insurance Reserve Fund
Assets							
Cash And Investments	641,500	(35,509)	8,566	7,172	33,192	10,519	535,975
Accounts Receivable	56,378	2,678	0	0	0	398	944
Loans Receivable	0	0	0	0	0	0	0
Prepaid Expense	0	0	0	0	0	0	0
Due From Other Funds	0	0	0	0	0	0	0
Total Assets	<u>697,878</u>	<u>(32,831)</u>	<u>8,566</u>	<u>7,172</u>	<u>33,192</u>	<u>10,917</u>	<u>536,919</u>
Liabilities And Fund Balances							
Liabilities							
Accounts Payable	161,121	0	33	163	0	0	0
Compensated Absences	31,919	0	0	0	0	0	0
Other Liabilities	363	0	0	0	0	0	0
Due To Other Funds	0	0	0	0	0	0	0
Total Liabilities	<u>193,403</u>	<u>0</u>	<u>33</u>	<u>163</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fund Balances							
Nonspendable	0	0	0	0	0	0	0
Restricted	0	0	0	0	0	0	0
Committed	0	0	0	0	0	0	0
Assigned	504,475	0	8,533	7,009	33,192	10,917	536,919
Unassigned	0	(32,831)	0	0	0	0	0
Total Fund Balances	<u>504,475</u>	<u>(32,831)</u>	<u>8,533</u>	<u>7,009</u>	<u>33,192</u>	<u>10,917</u>	<u>536,919</u>
Total Liabilities And Fund Balances	<u>697,878</u>	<u>(32,831)</u>	<u>8,566</u>	<u>7,172</u>	<u>33,192</u>	<u>10,917</u>	<u>536,919</u>

Special Revenue

Lighting And Land- scaping Fund	Neighbor- Hood Improvement Fund	Public Safety Aug- mentation Fund	Off-Street Parking Fund	Riverfest Fund	State Grants	Public Benefit Fund	CARES ACT Fund	Non-Major Special Revenue Total
152,102	10,836	(135,152)	56,184	3,703	(519,134)	1,327,376	0	2,097,330
6,579	18,519	0	370	0	58,093	0	0	143,959
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
<u>158,681</u>	<u>29,355</u>	<u>(135,152)</u>	<u>56,554</u>	<u>3,703</u>	<u>(461,041)</u>	<u>1,327,376</u>	<u>0</u>	<u>2,241,289</u>
64,347	3,039	0	0	0	1,537	822	0	231,062
0	2,397	0	0	0	0	0	0	34,316
0	0	0	0	0	0	0	0	363
0	0	0	0	0	0	0	0	0
<u>64,347</u>	<u>5,436</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,537</u>	<u>822</u>	<u>0</u>	<u>265,741</u>
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
94,334	23,919	0	56,554	3,703	0	1,326,554	0	2,606,109
0	0	(135,152)	0	0	(462,578)	0	0	(630,561)
<u>94,334</u>	<u>23,919</u>	<u>(135,152)</u>	<u>56,554</u>	<u>3,703</u>	<u>(462,578)</u>	<u>1,326,554</u>	<u>0</u>	<u>1,975,548</u>
<u>158,681</u>	<u>29,355</u>	<u>(135,152)</u>	<u>56,554</u>	<u>3,703</u>	<u>(461,041)</u>	<u>1,327,376</u>	<u>0</u>	<u>2,241,289</u>

**CITY OF RIVERBANK
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

Capital Projects

	Facility Improvement Fund	Quimby Fees	Railroad Crossing Fund	CFD 2016-1 Fund	Transitional Housing Fund
Assets					
Cash And Investments	18,648	240,986	185,399	304,507	2,000,000
Accounts Receivable	0	0	0	1,061	0
Loans Receivable	0	0	0	0	0
Prepaid Expense	0	0	0	0	0
Due From Other Funds	0	0	0	0	0
Total Assets	<u>18,648</u>	<u>240,986</u>	<u>185,399</u>	<u>305,568</u>	<u>2,000,000</u>
Liabilities And Fund Balances					
Liabilities					
Accounts Payable	0	0	0	1,094	0
Compensated Absences	0	0	0	0	0
Other Liabilities	0	0	0	0	0
Due To Other Funds	0	0	0	0	0
Total Liabilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,094</u>	<u>0</u>
Fund Balances					
Nonspendable	0	0	0	0	0
Restricted	0	0	0	0	0
Committed	0	0	0	0	0
Assigned	18,648	240,986	185,399	304,474	2,000,000
Unassigned	0	0	0	0	0
Total Fund Balances	<u>18,648</u>	<u>240,986</u>	<u>185,399</u>	<u>304,474</u>	<u>2,000,000</u>
Total Liabilities And Fund Balances	<u>18,648</u>	<u>240,986</u>	<u>185,399</u>	<u>305,568</u>	<u>2,000,000</u>

Capital Projects

Measure L Fund	ESG Fund	Crossroads Devel- opment Fund	Special Projects Fund	Storm Drain Fund	Non-Major Capital Projects Total	Totals	
						2023	2022
2,599,028	(303,071)	755,179	292,618	119,271	6,212,565	8,309,895	11,013,522
343,541	246,630	1,073	177	246	592,728	736,687	380,334
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
<u>2,942,569</u>	<u>(56,441)</u>	<u>756,252</u>	<u>292,795</u>	<u>119,517</u>	<u>6,805,293</u>	<u>9,046,582</u>	<u>11,393,856</u>
127,688	2,489	8,161	44,643	1,700	185,775	416,837	240,487
0	0	0	0	0	0	34,316	22,653
0	0	(120,304)	180,531	0	60,227	60,590	2,245,342
0	0	0	0	0	0	0	0
<u>127,688</u>	<u>2,489</u>	<u>(112,143)</u>	<u>225,174</u>	<u>1,700</u>	<u>246,002</u>	<u>511,743</u>	<u>2,508,482</u>
0	0	0	-	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
2,814,881	0	868,395	67,621	117,817	6,618,221	9,224,330	9,276,400
0	(58,930)	0	0	0	(58,930)	(689,491)	(391,026)
<u>2,814,881</u>	<u>(58,930)</u>	<u>868,395</u>	<u>67,621</u>	<u>117,817</u>	<u>6,559,291</u>	<u>8,534,839</u>	<u>8,885,374</u>
<u>2,942,569</u>	<u>(56,441)</u>	<u>756,252</u>	<u>292,795</u>	<u>119,517</u>	<u>6,805,293</u>	<u>9,046,582</u>	<u>11,393,856</u>

**CITY OF RIVERBANK
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022**

	Special Revenue					
	Gas Tax Fund	Local Trans- portation Fund	Cheese And Wine Fund	Riverbank Donations Fund	Asset Forfeit- ture Fund	Weed And Rubbish Abatement Fund
Revenues						
Investment Earnings	4,564	7,866	0	0	0	1,169
Intergovernmental	1,171,099	48,894	0	0	0	0
Other Taxes	0	0	0	0	0	0
Impact Fees	0	0	0	0	0	0
Licenses And Permits	0	0	0	0	0	0
Service Charges And Miscellaneous	8,714	0	18,354	1,947	7,645	500
Total Revenues	1,184,377	56,760	18,354	1,947	7,645	1,669
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	1,006,610	0	0	0	0	41,330
Community Development	0	0	0	1,075	0	0
Culture And Leisure	0	0	32,880	0	0	0
Capital Outlay	238,982	16,751	0	0	0	0
Total Expenditures	1,245,592	16,751	32,880	1,075	0	41,330
Excess(Deficiency) Of Revenues Over Expenditures	(61,215)	40,009	(14,526)	872	7,645	(39,661)
Other Financing Sources (Uses)						
Operating Transfers In	452,663	0	22,138	0	0	0
Operating Transfers Out	(89,051)	0	0	0	0	0
Total Other Financing Sources (Uses)	363,612	0	22,138	0	0	0
Net Change In Fund Balances	302,397	40,009	7,612	872	7,645	(39,661)
Fund Balance - Beginning	202,078	(72,840)	921	6,137	25,547	50,578
Fund Balance - Ending	504,475	(32,831)	8,533	7,009	33,192	10,917

Special Revenue

Self-Insurance Reserve Fund	Lighting And Land-scaping Fund	Neighbor-Hood Improvement Fund	Public Safety Aug-mentation Fund	Off-Street Parking Fund	Riverfest Fund	State Grants	Non-Major Special Revenue Total
2,773	8,275	0	0	1,087	0	0	25,734
0	0	0	184,848	0	0	199,658	1,604,499
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
693,834	415,921	85,542	0	0	0	0	1,232,457
696,607	424,196	85,542	184,848	1,087	0	199,658	2,862,690
720,158	0	0	0	0	0	0	720,158
0	0	238,259	0	0	0	0	238,259
0	0	0	0	0	0	45,357	1,093,297
0	400,756	0	0	0	0	0	401,831
0	0	0	0	0	0	0	32,880
0	0	0	0	0	0	412,037	667,770
720,158	400,756	238,259	0	0	0	457,394	3,154,195
(23,551)	23,440	(152,717)	184,848	1,087	0	(257,736)	(291,505)
0	3,652	175,562	0	0	0	0	654,015
0	(79,583)	0	(320,000)	0	0	0	(488,634)
0	(75,931)	175,562	(320,000)	0	0	0	165,381
(23,551)	(52,491)	22,845	(135,152)	1,087	0	(257,736)	131,612
560,470	146,825	1,074	0	55,467	3,703	(204,842)	775,118
536,919	94,334	23,919	(135,152)	56,554	3,703	(462,578)	906,730

CITY OF RIVERBANK
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS FOR JUNE 30, 2022

	Capital Projects						
	CARES ACT Fund	Public Benefit Fund	Facility Improvement Fund	Quimby Fees	Railroad Crossing Fund	CFD 2016-1 Fund	Transitional Housing Fund
Revenues							
Investment Earnings	0	0	0		0	0	0
Intergovernmental	0	0	0	0	0	0	0
Other Taxes	0	0	0	0	0	0	0
Impact Fees	0	0	0	0	0	0	0
Licenses And Permits	0	0	0	0	0	0	0
Service Charges And Miscellaneous	0	378,200	10,550	24,813	0	128,225	0
Total Revenues	0	378,200	10,550	24,813	0	128,225	0
Expenditures							
General Government	0	0	0	0	0	0	0
Public Safety	0	115,649	0	0	0	0	0
Public Works	0	0	1,818	0	0	22,288	0
Community Development	0	0	0	0	0	0	0
Culture And Leisure	0	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	38,540	0
Total Expenditures	0	115,649	1,818	0	0	60,828	0
Excess(Deficiency) Of Revenues Over Expenditures	0	262,551	8,732	24,813	0	67,397	0
Other Financing Sources (Uses)							
Operating Transfers In	0	0	0	0	0	0	0
Operating Transfers Out	0	(388,900)	0	0	0	(20,000)	0
Total Other Financing Sources (Uses)	0	(388,900)	0	0	0	(20,000)	0
Net Change In Fund Balances	0	(126,349)	8,732	24,813	0	47,397	0
Fund Balance - Beginning	0	1,452,903	9,916	216,173	185,399	257,077	2,000,000
Fund Balance - Ending	0	1,326,554	18,648	240,986	185,399	304,474	2,000,000

**CITY OF RIVERBANK
COMBINING STATEMENT OF REVENUE
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023
WITH COMPARATIVE ACTUAL AMOUNTS**

	Capital Projects							
	Measure L Fund	ESG Fund	Crossroads Devel- opment Fund	Special Projects Fund	Storm Drain Fund	Non-Major Capital Projects Total	Totals 2023	2022
Revenues								
Investment Earnings	0	0	(1,402)	520	0	(882)	24,852	(35,588)
Intergovernmental	1,349,216	320,402	0	0	0	1,669,618	3,274,117	5,751,859
Other Taxes	0	0	0	0	0	0	0	0
Impact Fees	0	0	0	0	0	0	0	57,200
Licenses And Permits	0	0	0	0	0	0	0	0
Service Charges And Miscellaneous	0	0	0	0	46,036	587,824	1,820,281	1,593,981
Total Revenues	1,349,216	320,402	(1,402)	520	46,036	2,256,560	5,119,250	7,367,452
Expenditures								
General Government	0	0	0	0	0	0	720,158	683,767
Public Safety	0	0	0	0	0	0	353,908	306,255
Public Works	0	0	0	0	15,816	39,922	1,133,219	1,042,637
Community Development	0	14,580	0	0	0	14,580	416,411	590,769
Culture And Leisure	0	0	0	0	0	0	32,880	33,657
Capital Outlay	1,531,621	256,458	0	0	38,538	1,865,157	2,532,927	2,682,268
Total Expenditures	1,531,621	271,038	0	0	54,354	1,919,659	5,189,503	5,339,353
Excess(Deficiency) Of Revenues Over Expenditures	(182,405)	49,364	(1,402)	520	(8,318)	221,252	(70,253)	2,028,099
Other Financing Sources (Uses)								
Operating Transfers In	0	0	0	0	0	0	654,015	494,365
Operating Transfers Out	0	0	0	0	(41,811)	(450,711)	(939,345)	(745,565)
Total Other Financing Sources (Uses)	0	0	0	0	(41,811)	(450,711)	(285,330)	(251,200)
Net Change In Fund Balances	(182,405)	49,364	(1,402)	520	(50,129)	(229,459)	(355,583)	1,776,899
Fund Balance - Beginning	2,997,286	(108,294)	869,797	67,101	167,946	8,115,304	7,108,474	7,108,474
Fund Balance - Ending	2,814,881	(58,930)	868,395	67,621	117,817	7,885,845	6,752,891	8,885,373

OTHER REPORTS

CITY OF RIVERBANK
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2023

FEDERAL GRANTOR/PASS- THROUGH GRANTOR/ PROGRAM TITLE	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures
U.S. Department of Justice			
Local Law Enforcement Block Grant	16.710	N/A	<u>146,347</u>
Total U.S. Department of Justice			146,347
U.S. Department of Defense			
Passed Through Office of Economic Adjustment OEA	12.607	CL0610-11-03	<u>287,333</u>
Total U.S. Department of Defense			287,333
U.S Department of Treasury			
State & Local Fiscal Recovery Funds	21.027		2,976,032
State of California Department of Transportation			
Department of Transportation	CML 5255(052)		20,154
Department of Transportation	CML 5255(059)		<u>239,542</u>
Total State of CA Dept of Transportation			<u>259,696</u>
Total Expenditures of Federal Awards			<u><u>3,669,408</u></u>

**CITY OF RIVERBANK
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

SUMMARY OF AUDITOR'S RESULTS

1. Type of report issued on the financial statements – Unmodified
2. Significant deficiencies in internal control disclosed by the audit of the financial statements and any such conditions that are material weaknesses– None
3. Disclosure of any noncompliance which are material to the financial statements - None
4. Disclosure of any significant deficiencies in internal control over major programs and any such conditions that are material weaknesses – None
5. Type of report issued on compliance for major programs – Unmodified
6. Audit findings relative to the major federal programs – None
7. Major programs are as follows: U.S. Department of Treasury CFDA number 21.027.
8. Expenses in excess of \$750,000 was used as the threshold to distinguish between Type A and Type B programs
9. The City of Riverbank was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENT AUDIT

Findings relating to financial statements which are required to be reported – None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS

Findings relating to major federal award programs which are required to be reported – None

PRIOR YEAR'S FINDINGS - None



**REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To The City Council
City of Riverbank
State of California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Riverbank, State of California, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Riverbank, State of California's basic financial statements and have issued our report thereon dated June 20, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City of Riverbank, State of California's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Riverbank, State of California's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City of Riverbank, State of California's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Riverbank, State of California's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gallagher Gatewood

GALLAGHER GATEWOOD, A PROFESSIONAL ACCOUNTANCY CORPORATION

Modesto, California

June 20, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND
MATERIAL EFFECT ON EACH MAJOR PROGRAM AND
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE
WITH UNIFORM GUIDANCE**

To The City Council
City of Riverbank
State of California

Report on Compliance for Each Major Federal Program

We have audited City of Riverbank, State of California's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City of Riverbank, State of California's major federal programs for the year ended June 30, 2023. City of Riverbank, State of California's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on each of City of Riverbank, State of California's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about City of Riverbank, State of California's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City of Riverbank, State of California's compliance.

Member of the American Institute and California Society of Certified Public Accountants • This firm is licensed by the California Board of Accountancy



Opinion on Each Major Federal Program

In our opinion, City of Riverbank, State of California, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Report on Internal Control over Compliance

Management of City of Riverbank, State of California, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance referred to above. In planning and performing our audit, we considered City of Riverbank, State of California's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City of Riverbank, State of California's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Gallagher Gatewood

GALLAGHER GATEWOOD, A PROFESSIONAL ACCOUNTANCY CORPORATION

Modesto, California

June 20, 2024



**REPORT ON COMPLIANCE WITH LAWS AND REGULATIONS
BASED ON AN EXAMINATION OF GENERAL-PURPOSE
FINANCIAL STATEMENT PERFORMED IN ACCORDANCE
WITH THE CALIFORNIA TRANSPORTATION
DEVELOPMENT ACT**

To The City Council
City of Riverbank
State of California

We have audited the general-purpose financial statements of the City of Riverbank, State of California for the year ended June 30, 2023, and have issued our report thereon dated June 20, 2024. Our audit was made in accordance with generally accepted auditing standards and the standards for financial and compliance audits contained in the California Administrative Code Section 6664 of the Transportation Development Act and the allocation instructions of the Stanislaus Area Association of Governments, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The management of the City of Riverbank is responsible for the City's compliance with laws and regulations. In connection with our audit referred to above, we selected and tested transactions and records to determine the City's compliance with laws and regulations, noncompliance with which could have a material effect on the general-purpose financial statements of the City.

In our opinion the City of Riverbank Transportation Development Act funds were accounted for in conformance with the applicable laws, rules and regulations of the Transportation Development Act and the allocation instructions of the Stanislaus Council of Governments.

Gallagher Gatewood

GALLAGHER GATEWOOD, A PROFESSIONAL ACCOUNTANCY CORPORATION

Modesto, California
June 20, 2024

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: January 28, 2025

Subject/ Title: Resolution to Award Bid for the Woodhaven Drywell, Catch Basin and Hard Scape Project to Sinclair General Engineering Construction Inc. and Authorize Execution of Future Change Orders

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager
Laura Graybill, Senior Project Coordinator

RECOMMENDATION

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

1. Adopt a Resolution to Award bid to the lowest responsible bidder, Sinclair General Engineering Construction Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

SUMMARY

The City has identified locations where 6 drywells and catch basins will be installed using funding received through Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. This Act was passed by the Legislature and signed into law by Governor Brown in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions that ensure residents of the City of Riverbank are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

Due to past flooding issues, public works has asked for additional drywells to be installed. These new drywells will be connected to a new catch basin systems and be able to increase the water removal rate during high rain events. New drywells consist of a drilled 50' shaft that is backfilled with drain rock and a central 8" perforated PVC pipe. This shaft fills up with storm water and allows for water storage and soil contact area to aid in rapid water percolation. The top of the drilled shaft has a large 3' pipe to act as a manhole structure, allowing roadway catch basin pipes to be installed and ensure the shaft sides

do not cave in. The top of the shaft and pipe has a standard manhole frame and cover for access and maintenance.

The bid opening was held on Thursday, January 16, 2025 to consider the bids for the Woodhaven Drywell, Catch Basin and Hard Scape Project. The following bids were received:

Sinclair General Engineering Construction Inc.	\$151,306.00
FBD Vanguard Construction, Inc.	\$209,390.00
Ross F. Carroll, Inc.	\$243,333.00

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for, asphalt removal & paving, curb, gutter, sidewalk, vertical rock drains (drywells), catch basins, striping, traffic control, and all other work included on the plans for the above mentioned project.

Bids have been reviewed and Sinclair General Engineering Construction Inc. has been identified as the lowest responsible bidder for the project and staff recommends that the project be awarded in the amount of \$151,306.00.

Staff originally budgeted \$219,600 from SB1 Road Maintenance and Rehabilitation Funds. The low bid came in at \$151,306.00 funds are available in SB1 to cover the costs plus contingency, any construction testing and construction engineering.

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

FINANCIAL IMPACT

Funding has been programmed for this project with SB 1 Road Maintenance and Rehabilitation Funds, \$219,600.00.

ATTACHMENT

- 1) Resolution 2025-
- 2) Site Map

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AWARD A CONTRACT FOR THE WOODHAVEN DRYWELL, CATCH BASIN AND HARD SCAPE PROJECT WITH SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. IN THE AMOUNT OF \$151,306.00, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID CONTRACT AND APPROVE CHANGE ORDERS UP TO THE PROJECT CONTINGENCY FUND OF \$68,294.00

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

WHEREAS, the Woodhaven Drywell, Catch Basin and Hard Scape Project includes new dry well installations, catch basins, asphalt paving, curb, gutter, storm pipelines; and

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

WHEREAS, on January 16, 2025, the City of Riverbank received three (3) bids and publicly opened and read the bids; and

WHEREAS, the apparent responsive and responsible low bidder is Sinclair General Engineering Construction Inc., in the amount of \$151,306.00; and

WHEREAS, staff recommends that the City Council approve a project contingency of \$68,294.00 for the Project to fund additional work as needed during renovation and construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a contract with Sinclair General Engineering Construction Inc., in the amount of \$151,306.00; and

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Riverbank authorizes the City Manager to execute said contract and approve change orders up to the project contingency funds of \$68,294.00.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of January, 2025; motioned by Councilmember _____,

seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

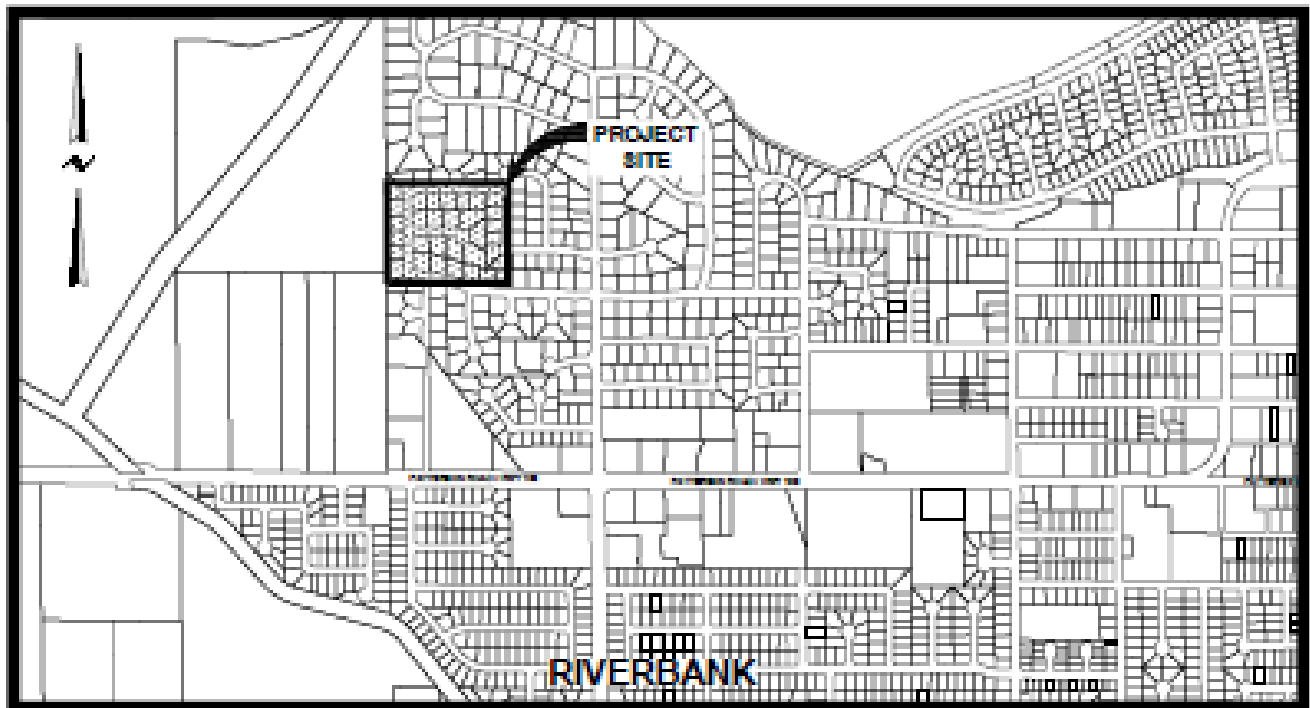
APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Site Map

Woodhaven Drywell, Catch Basin and Hardscape Project



VICINITY MAP

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.6

SECTION 9: CONSENT CALENDAR

Meeting Date: January 28, 2025

Subject: Resolution Approving a Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless to Install a Cellular Tower at Castleberg Park and Authorizing the City Manager to Execute Said Agreements

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council consider approval of the Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless to install a cellular tower at Castleberg Park and authorize the City Manager to execute said agreements.

SUMMARY

The Parks and Recreation Department has been discussing with Verizon Wireless the installation of a cellular tower at Castleberg Park. The two groups have negotiated an agreement that would allow Verizon Wireless to install a cellular tower on a baseball light pole and an easement that would allow Verizon to perform the construction and maintenance of the tower. The agreement also allows Verizon Wireless to construct a 288 square foot space south of the existing snack bar for their mechanical use. In return, the city would receive \$1,975.00 monthly for the lease as well as a \$10,000 signing bonus. The term of the agreement is less approximately 25 years.

BACKGROUND

In 2023 the Parks and Recreation Department and Verizon Wireless were in discussions about installing a cellular tower at Castleberg Park. The discussions included easement access, tower location, fees, etc. After several discussions with Parks and Recreation staff, as well as staff from Public Works, Planning, Development Services, and Administration, both the City and Verizon Wireless have agreed to terms that we believe work for both parties.

Verizon Wireless has proposed replacing the southernmost light standard on the North baseball field with another light fixture that has the capacity of holding devices used for its cellular services. The cell tower will be placed above the light fixture so as to not impact the lights intended use. Verizon Wireless will also construct a 288 square foot concrete pad that is fenced in on the West side of the existing Snack Bar. This space will store equipment for Verizon. Verizon will connect everything from the light standard to their designated space, to public utilities through boring lines underground so as to not disturb the existing park. Lastly, Verizon will be making improvements to the existing walking path so that it is reinforced and strong enough to withstand their heavy machinery and equipment for when they perform maintenance on their equipment.

In return, Verizon Wireless will pay a monthly fee for this lease and easement in the amount of \$1,975.00. Verizon will also pay the city a one-time payment of \$10,000 for agreeing to the lease. The lease includes an escalation clause that increases the monthly fee by 10% after every 5 years. The initial length of the lease is 15 years with the option to extend for two additional 5-year terms.

With the approval of this lease agreement, Verizon Wireless will be required to enter the permitting process through the city and state prior to construction of the project.

FINANCIAL IMPACT

Through this deal, the city would receive \$23,700.00 in annual revenue from the lease as well as a one-time \$10,000 signing bonus. The lease includes an escalation clause that increases the monthly fee by 10% after every 5 years.

STRATEGIC PLAN

The Strategic Plan has outlined a goal to “Continue to explore options for service delivery mechanisms to reduce costs.” Entering into this agreement with Verizon Wireless to install a cellular tower on city property that would not impact the property’s intended use would generate revenue for the city. The generated revenue can be used to reduce total costs accrued by the city to make improvements to Castleberg Park and other projects.

ATTACHMENTS

- 1.Site Map
- 2.Resolution 2025-
- 3.Land Lease Agreement
- 4.Memorandum of Land Lease

Site Map



CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING A LAND LEASE AGREEMENT AND MEMORANDUM OF LAND LEASE
AGREEMENT WITH VERIZON WIRELESS FOR THE INSTALLATION OF A
CELLULAR TOWER AT CASTLEBERG PARK AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENTS**

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

WHEREAS, the City of Riverbank (“City”) owns and operates Castleberg Park, a public park located within the City’s boundaries; and

WHEREAS, Verizon Wireless (“Verizon”) has proposed the installation of a cellular tower within Castleberg Park to improve telecommunications services for the community; and

WHEREAS, the City and Verizon have negotiated the terms of a Land Lease Agreement and a Memorandum of Land Lease Agreement (“Agreements”), which outline the responsibilities and obligations of both parties related to the cellular tower installation; and

WHEREAS, the installation of the cellular tower will provide significant benefits to the community by enhancing connectivity and supporting emergency communications infrastructure; and

WHEREAS, the Agreements have been reviewed and deemed acceptable by City staff and legal counsel, ensuring compliance with all applicable laws and regulations; and

WHEREAS, it is in the best interest of the City to authorize the execution of the Agreements to facilitate the project.

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

1. The Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon Wireless, attached hereto as Exhibit “A” and Exhibit “B,” respectively, are hereby approved.
2. The City Manager is hereby authorized and directed to execute the Land Lease Agreement and the Memorandum of Land Lease Agreement with Verizon Wireless, and to take all actions necessary to implement and administer the terms of the Agreements.

3. The City Manager is further authorized to make non-substantive amendments to the Agreements as may be necessary to carry out the intent of this Resolution, subject to approval by the City Attorney.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of January 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez,CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Exhibit A: Land Lease Agreement
Exhibit B: Memorandum of Land Lease Agreement

Site: Riverbank Castleberg Park
MDG#: 5000168328

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between The City of Riverbank, a municipal corporation, with its principal offices located at 6707 3rd Street, Riverbank, CA 95367, ("LESSOR") and Sacramento-Valley Limited Partnership, dba Verizon Wireless, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at Castleberg Park, 8th St., Riverbank, CA 95367 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" consists of two (2) parcels of ground space, containing approximately 256 square feet and 288 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 15 years ("Initial Term") beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Initial term of this Agreement shall automatically be extended for 2 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The Initial Term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Three Thousand Seven Hundred and No/100 Dollars (\$23,700.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 6707 3rd Street, Riverbank, CA 95367 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current

version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. Commencing on the fifth (5th) anniversary of the Commencement Date, and every five (5) years thereafter on the respective anniversary of the Commencement Date during the Initial Term and any extension terms, LESSEE's annual rent shall be increased by an amount equal to 10% of the annual rental in effect during the last year of the immediately preceding 5 years.

d. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4d. is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4d. does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a six-foot (6') wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding the foregoing, trenching is prohibited on the Property, and LESSEE agrees that underground installation shall occur by boring only unless otherwise mutually agreed by the Parties. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS.

a. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

b. In conjunction with LESSEE's construction of the Premises, LESSEE shall remove one existing light pole (the "Existing Light Standard") located on the Property, including the foundation thereof, as identified on Exhibit "B" attached hereto. In addition to the removal of the Existing Light Standard, LESSEE shall construct one new seventy-one foot (71') replacement light pole (the "New Pole") as shown on Exhibit "B" attached hereto. Following LESSEE's completion of construction of the New Pole, LESSEE shall relocate LESSOR's existing lights ("Lights") currently located on the Existing Light Standard to the New Pole. LESSEE shall ensure that the New Pole is installed properly, and is sufficient for LESSEE's proposed use under this Agreement. LESSOR may elect that LESSEE (i) take possession of and remove the Existing Light Standard from the Property; or (ii) place the Existing Light Standard on the ground adjacent to the Premises for removal and/or storage by LESSOR. If LESSOR fails to make such an election in writing within ten (10) business days after the Commencement Date, LESSEE shall have the option to make such election on behalf of LESSOR. LESSEE shall have no obligation to replace the Existing Light Standard at the expiration or earlier termination of this Agreement.

c. Throughout the Term of this Agreement, LESSEE shall have the exclusive right to use the New Pole. LESSOR shall be responsible to maintain and repair the Lights in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at LESSOR's sole cost and expense. LESSOR shall maintain and repair the Lights without disturbing or affecting LESSEE's equipment. LESSOR acknowledges and agrees that (1) LESSEE's communications equipment is highly sensitive, (2) LESSEE's communications equipment may only be handled by properly trained and qualified personnel, and (3) LESSEE shall be solely responsible for the maintenance, repair and handling of all of LESSEE's equipment, antennas, and any other of LESSEE's improvements during the term of this Agreement. LESSEE shall be responsible to maintain and repair the New Pole in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at LESSEE's sole cost and expense, except to the extent any damage is caused or repair is required due to the acts or omissions of LESSOR, its agents, contractors or employees.

d. LESSOR shall, at all times during the Term, be responsible for the electricity for the Lights. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, then LESSEE shall read LESSEE's sub-meter remotely on a monthly basis and shall reimburse LESSOR for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility provider for electricity, without mark up or profit. Upon LESSEE's written request, LESSOR shall provide to LESSEE copies of LESSOR's electricity bill for the purpose of verifying such utility rates.

e. The Parties agree that the existing paved pathway running from the paved parking lot on the Property to LESSEE's proposed Premises (the "Existing Pathway"), as depicted on Exhibit "B" attached hereto, cannot withstand LESSEE's heavy equipment. LESSOR agrees to close the Existing Pathway to the public while LESSEE installs the New Pole. Immediately after installation and before LESSEE commences any maintenance work on the New Pole, LESSEE shall replace the Existing Pathway, at LESSEE's sole expense, with a new paved pathway sufficient to withstand the use of LESSEE's heavy equipment (the "Replacement Pathway"). LESSOR consents and agrees that the Replacement Pathway may be wider than the Existing Pathway to accommodate LESSEE's equipment. LESSEE shall notify LESSOR when the work has been completed on the Replacement Pathway. Within thirty (30) days after the date LESSEE notifies LESSOR of LESSEE's completion of installation of the Replacement Pathway (the "Initial 30-Day Period"), LESSOR shall inspect the Replacement Pathway (the "Inspection") at LESSOR's sole cost and expense. If LESSOR provides written notice to LESSEE of LESSOR's approval of the installation of the Replacement Pathway or fails to provide written notice to LESSEE of any construction deficiencies within the Initial 30-Day Period, LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. If LESSOR provides written notice (the "Notice") of any Replacement Pathway installation deficiencies to LESSEE within the Initial 30-Day Period, LESSEE shall promptly commence any repairs and/or remedial work to the Replacement Pathway necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, LESSEE shall notify LESSOR of such completion and LESSOR shall then have an additional thirty (30) days from the date of such notification from LESSEE (the "Additional 30-Day Period") to inspect the Replacement Pathway with respect to such construction deficiencies cited in the Notice. If LESSOR reasonably determines that LESSEE has corrected such construction deficiencies in compliance with the Notice, then within the Additional 30-Day Period, LESSOR shall give LESSEE written approval of the Replacement Pathway and thereafter LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. In the event LESSOR either approves the installation of the Replacement Pathway as described above, or fails to provide written notice to LESSEE of any such construction deficiencies (or of LESSEE's failure to repair and/or remediate any deficiencies described in the Notice, if applicable) within the Additional 30-Day Period,

LESSOR shall be deemed to have approved LESSEE's installation of, and shall be deemed to have approved, the Replacement Pathway, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefore, and LESSOR will be responsible for all maintenance and repair of such Replacement Pathway. Upon any such express or deemed approval of the Replacement Pathway, title to and ownership of the Replacement Pathway shall vest in LESSOR, without representation or warranty from LESSEE as to its condition or fitness for a particular purpose and in their "as-is" condition as of the date of such express or deemed approval. LESSEE shall not transport heavy equipment on the Replacement Pathway until LESSOR has approved and accepted the Replacement Pathway as set forth above, except as may be required to cure construction deficiencies as set forth above.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

LESSOR shall have the right, any time after the expiration of the fifteenth (15th) lease year, to elect to terminate this Agreement with not less than two (2) years' prior written notice to LESSEE (i.e., the earliest such termination may be effective is after the expiration of the full seventeenth (17th) lease year), in the event that LESSOR seeks to redevelop the Property with the use of federal grant funds and the receipt of such funds are conditioned on no portion of the Property being used as a communications facility.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The

indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at 800-264-6620) or to LESSOR (at 209-863-7140), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale,

transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Riverbank
6707 3rd Street
Riverbank, CA 95367

LESSEE: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Riverbank Crossroads

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in

which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to

comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR’s compliance with this requirement shall be subject, at LESSEE’s option, to independent verification.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts,

including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

The City of Riverbank

By: _____
Name: Marisela Garcia
Its: City Manager
Date: _____

By: _____
Name: Tom Hallinan
Its: City Attorney
Date: _____

LESSEE:

Sacramento-Valley Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Real Property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

LOTS 2, 7 AND 10 OF THE FARRENS TRACT, AS PER MAP FILED NOVEMBER 14, 1913 IN VOLUME 8 OF MAPS, PAGE 2, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 2 SOUTH, RANGE 9 EAST, M. D. B. & M., WHICH POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 1 AND ON THE CENTERLINE OF TERMINAL STREET, 20.00 FEET NORTH OF THE EXTENSION OF THE SOUTHERLY LINE OF KENTUCKY AVENUE; THENCE RUNNING ALONG THE LINE BETWEEN SECTIONS 25 AND 36, SOUTH 88° 39' 45" EAST 660.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2; THENCE SOUTH 1° 20' 15" WEST 20.00 FEET TO THE SOUTHERLY LINE OF KENTUCKY AVENUE AND THE TRUE POINT OF BEGINNING ON THIS DESCRIPTION; THENCE CONTINUING SOUTH 1° 20' 15" WEST 135.00 FEET; THENCE SOUTH 88° 39' 45" EAST 300 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO W. H. HARRIS AND WIFE, BY DEED RECORDED APRIL 5, 1948 AS INSTRUMENT NO. 7526; THENCE NORTH 1° 20' 15" EAST 135 FEET; THENCE NORTH 88° 39' 45" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 10, WHICH IS INCLUDED IN THE FOLLOWING DESCRIBED REAL PROPERTY;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, AT A CONCRETE MONUMENT AND THE INTERSECTION OF THE CENTERLINES OF TOWNSEND AVENUE AND TERMINAL STREET, AND RUNNING THENCE NORTH 0° 19' 15" EAST ALONG SAID CENTERLINE OF TERMINAL STREET 20.0 FEET TO A POINT; THENCE SOUTH 88° 41' 45" EAST 25.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY DESCRIBED, THENCE CONTINUING SOUTH 88° 41' 45" EAST, ALONG THE NORTH LINE OF TOWNSEND AVENUE, 1277.61 FEET TO THE CENTERLINE OF EIGHTH STREET, AS SHOWN UPON SAID MAP; THENCE NORTH 0° 20' EAST ALONG SAID CENTERLINE 20.0 FEET; THENCE NORTH 88° 41' 45" WEST 1277.61 FEET TO THE EAST LINE OF TERMINAL STREET; THENCE SOUTH 0° 19' 15" WEST 20.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THE LAND LYING WITHIN THE BOUNDS OF SAID TOWNSEND AVENUE.

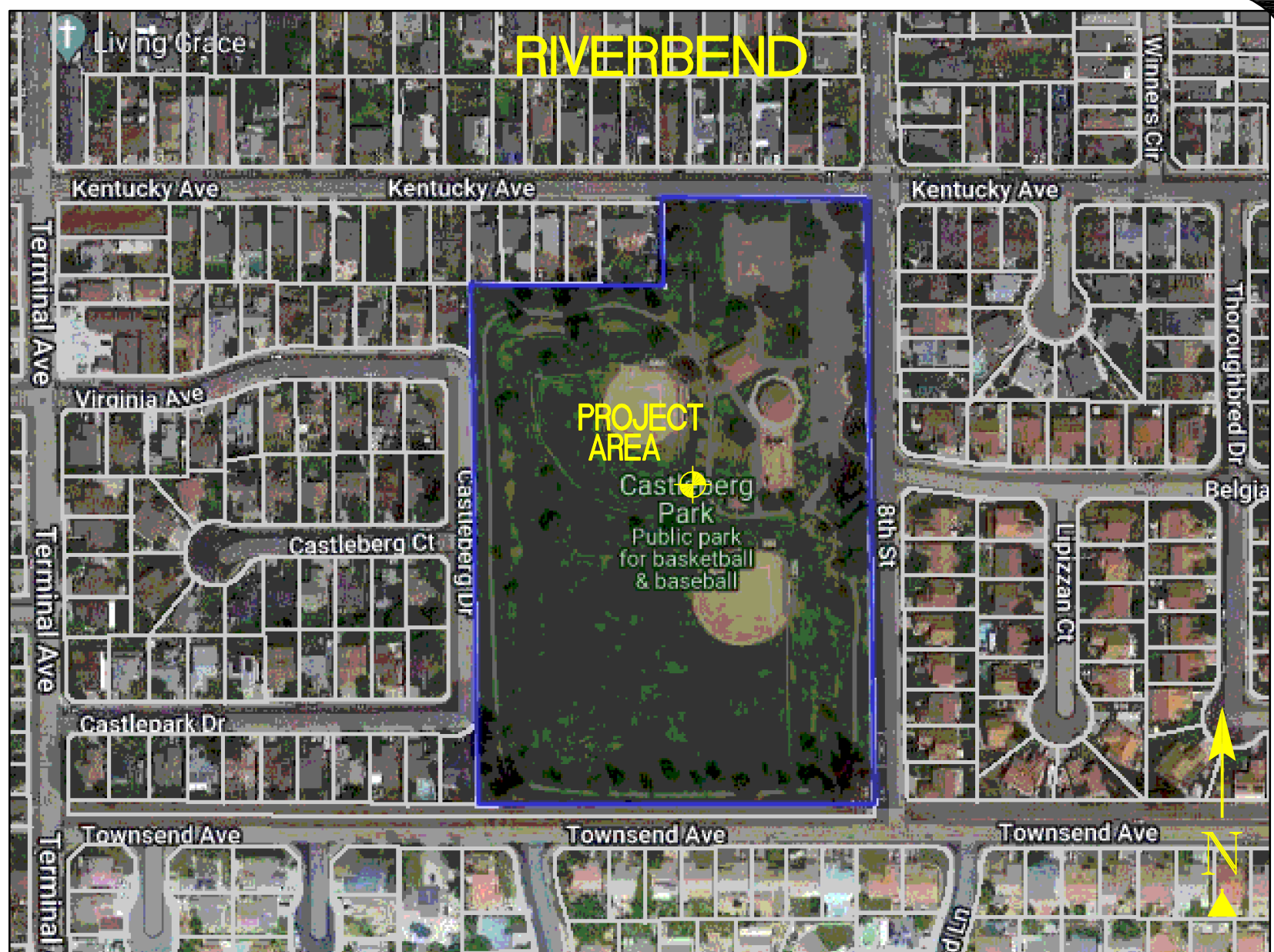
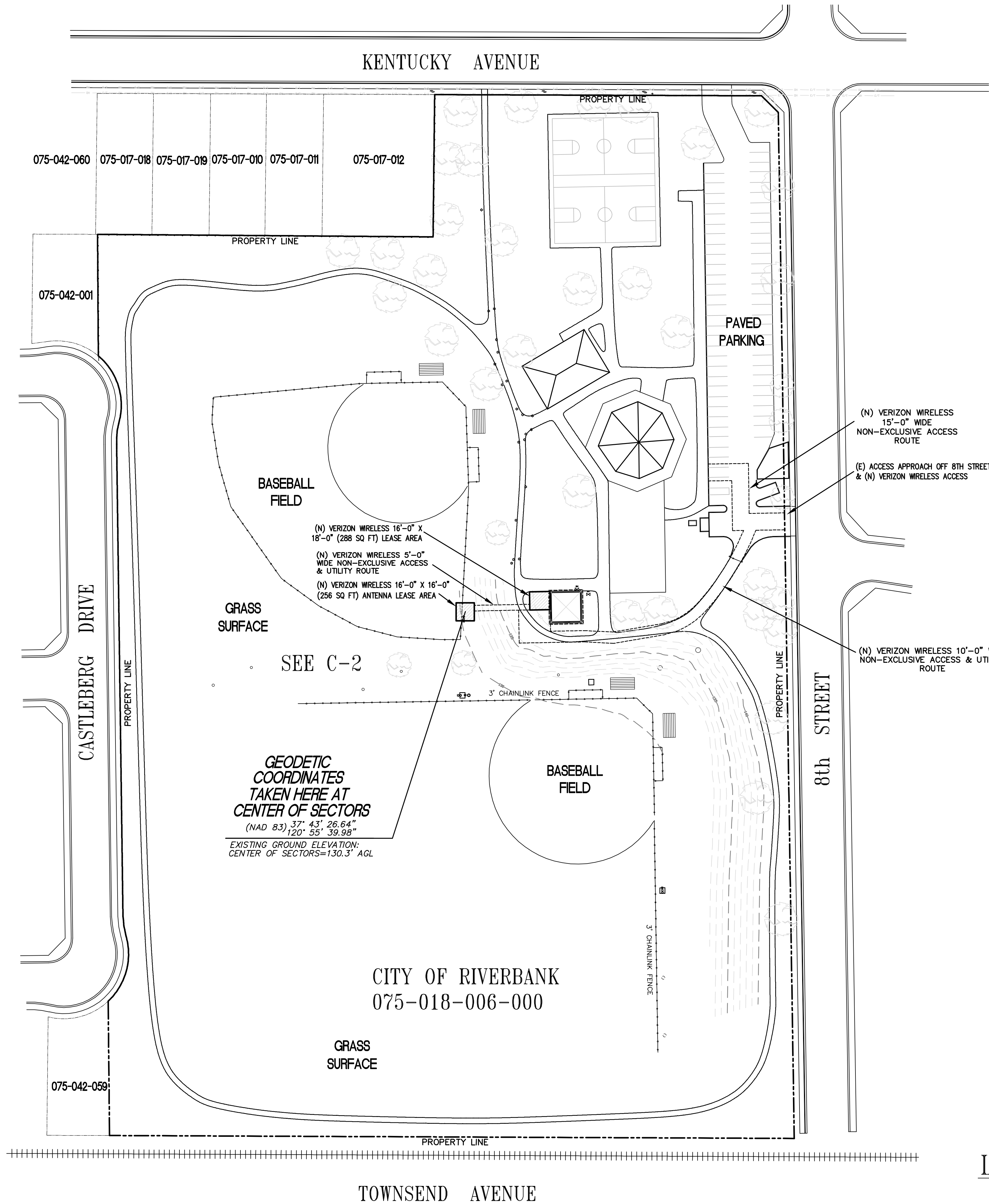
THE ABOVE EXCEPTION COVERS THE NORTH 20 FEET OF TOWNSEND AVENUE TOGETHER WITH AN ADDITIONAL 20 FEET ADJOINING SAID TOWNSEND AVENUE, ON THE NORTH AS SHOWN ON THE MAP OF THE FARREN TRACT, SAID 20 FEET

ADJOINING TOWNSEND AVENUE ON THE NORTH WAS CONVOYED BY G. M. SCOTT AND HATTIE H. SCOTT, HIS WIFE, TO DEFENSE PLANT CORPORATION, A CORPORATION CREATED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION PURSUANT TO SECTION 5D OF THE RECONSTRUCTION FINANCE CORPORATION ACT, AS AMENDED BY DEED RECORDED JUNE 1, 1942 AS INSTRUMENT NO. 7400.

Property Address: Townsend Avenue, Riverbank, CA 95367

APN: 075-018-006

EXHIBIT "B"
PREMISES DESCRIPTION
[see attached]



VICINITY MAP

PROPERTY INFORMATION

OWNER: CITY OF RIVERBANK
ADDRESS: 6707 3RD STREET
RIVERBANK, CA 95367

SITE: RIVERBANK CROSSROADS
CASTLEBERG PARK, 8TH STREET
RIVERBANK, CA 95367

ASSESSOR'S PARCEL NUMBER: 075-018-006-000
EXISTING GROUND ELEVATION: CENTER OF SECTORS=130.3' AGL

SURVEYOR'S NOTES

ALL ROUTES CONTAINED IN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

SURVEY DATE

1/05/2023

TITLE REPORT

TITLE REPORT WAS PROVIDED BY DOMA TITLE INSURANCE, INC. ORDER NO:54606-23-01689, DATED:JANUARY 18, 2023. EXCEPTIONS 3,4,5 AND 6 DESCRIBE THE ENTIRE PARCEL. LOCATION CAN NOT BE PLOTTED.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT U.S.A. AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM STATE PLANE COORDINATE ZONE 3, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS, CONSTRAINING TO NGS CONTROL STATION 'LUTZ' ELEVATION=450.0' (NAVD88)

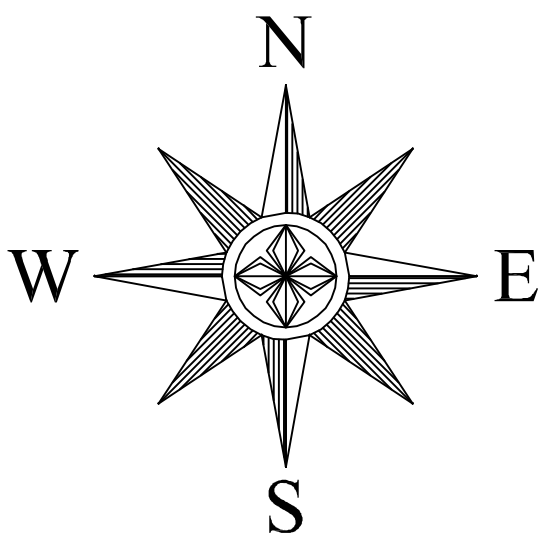
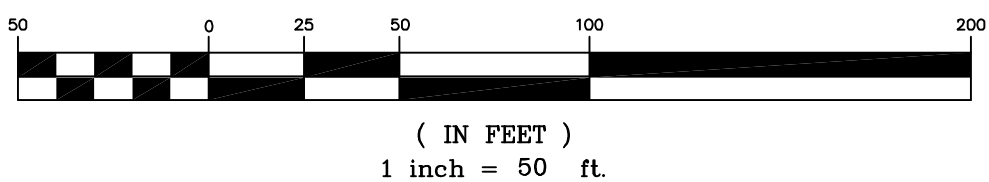
LESSOR'S LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND AS SHOW ON TITLE REPORT.

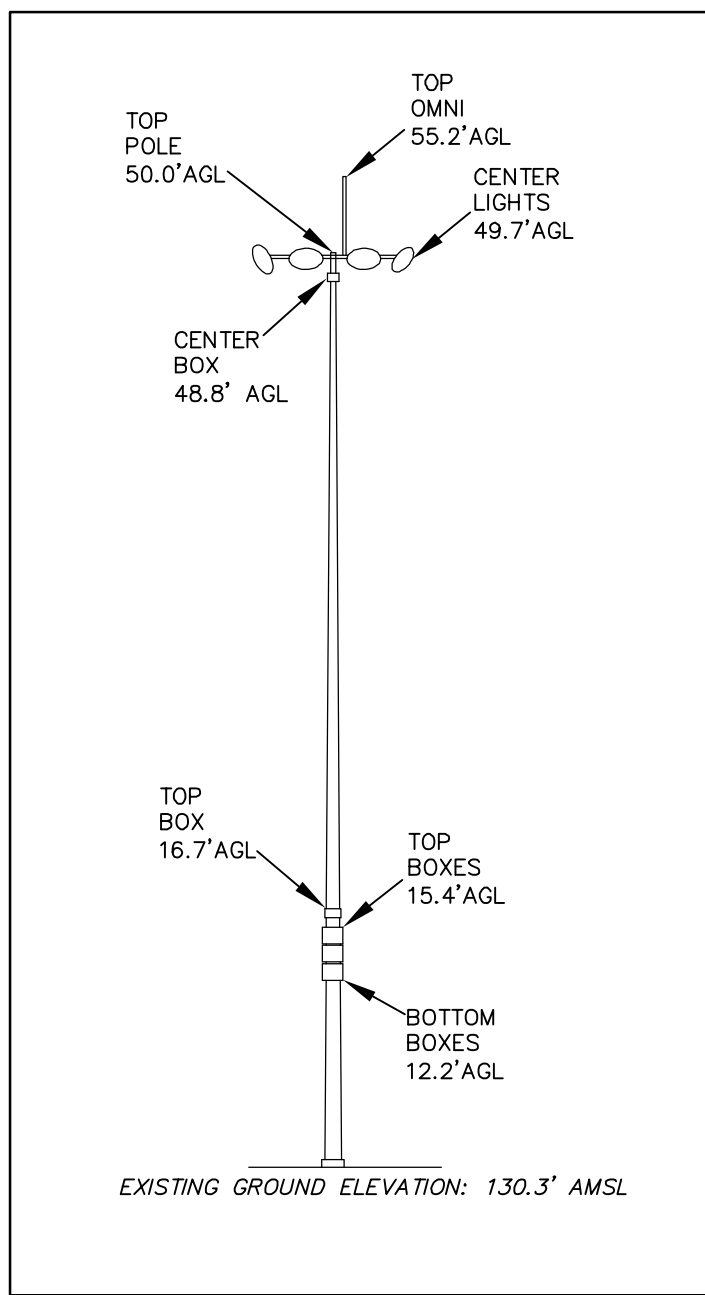
LEGEND

SSMH	SEWER MANHOLE	WV	WATER CONTROL VALVE
SSCO	SEWER CLEANOUT	FD	FIRE HYDRANT
R/W	RIGHT OF WAY	GC	GUY CONDUCTOR
EP	EDGE OF PAVEMENT	FO	FOUND AS NOTED
D/W	ACCESS DRIVEWAY	PP	POWER POLE
PS	PARKING SPACE	LP	LIGHT POLE
SW	SIDEWALK	ET	ELECTRICAL TRANSFORMER
BLDG	BUILDING	AC	AIR CONDITIONING UNIT
ROOF	TOP OF ROOF	TP	TELEPHONE PEDESTAL
COL	COLUMN	TV	TELEPHONE VAULT
GC	GEODETIC COORDINATES	TM	TELEPHONE MANHOLE
SE	SPOT ELEVATION	GV	GAS VALVE
DA	DISH ANTENNA	GM	GAS METER
		---	PROPERTY LINE
		---	CHAIN LINK FENCE

GRAPHIC SCALE



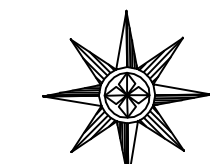
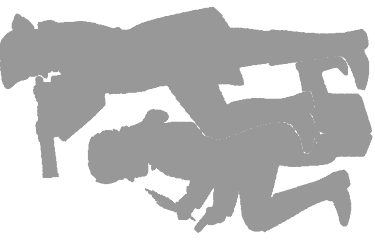
OVERALL VIEW
50 SCALE



LIGHT POLE DETAIL

ISSUE STATUS

REV.	DATE	DESCRIPTION
1	1/05/2023	SITE PLAN
2	1/23/2023	AE DESIGN
3	1/31/2023	TITLE REVIEW
4	4/13/2023	WIDENED ROUTES
5	9/23/2023	LIGHT POLE MOVED
6	4/25/2024	NEW ANTENNA LOCATION
7	5/09/2024	SURVEYED NEW ANTENNA
8	9/23/2024	AS REQUESTED BY AE
9	12/18/2024	REMOVED UTILITY EASEMENT



HAYES
Land Surveying
And Mapping
2830 MADISON COURT
CONCORD, CA 94518



verizon

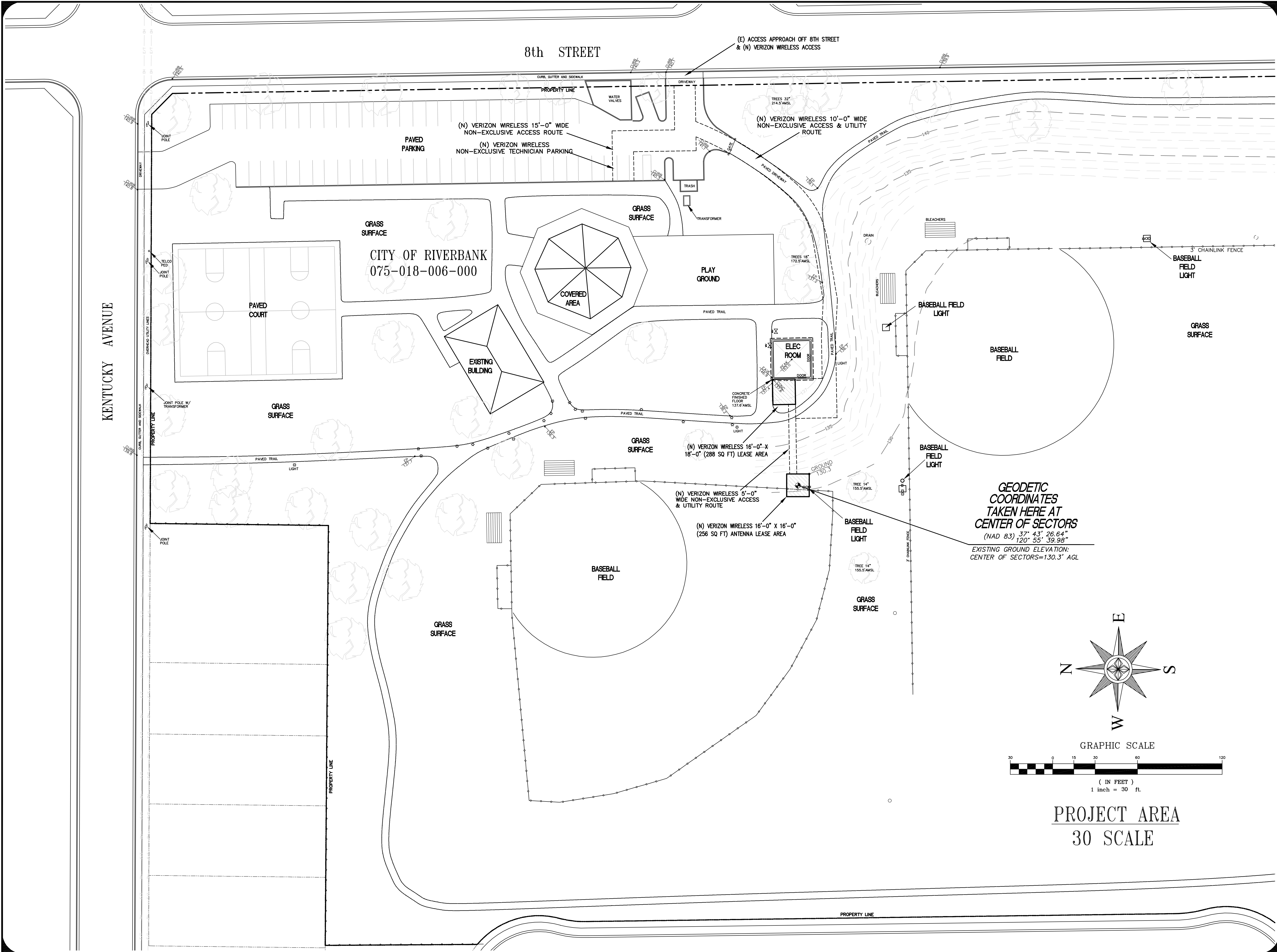
2785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598
OFFICE: 925-279-6000
(925) 279-6333

TOPOGRAPHIC SURVEY
EXISTING CONDITIONS

5000168328
RIVERBANK CROSSROADS
CASTLEBERG PARK
8TH STREET
RIVERBANK, CA 95367

C-1

SHEET 1 of 2



TOPOGRAPHIC SURVEY
EXISTING CONDITIONS

C-2
SHEET 2 of 2

5000168328
RIVERBANK CROSSROADS
CASTLEBERG PARK
8TH STREET
RIVERBANK, CA 95367

2785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598
OFFICE: 925-279-6000
(925) 279-6333

2820 MADISON COURT
CONCORD, CA 94518

ISSUE STATUS	
REV.	DESCRIPTION
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5/09/2024	SURVEYED NEW ANTENNA
9/25/2024	AS REQUESTED BY AE
12/18/2024	REMOVED UTILITY EASEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East
8th Floor
Los Angeles, CA 90067
Attn: Victoria T. Gregson, Esq.
Re: Riverbank Castleberg Park

(Space above line for Recorder's Use)

STATE OF CALIFORNIA)
)
COUNTY OF STANISLAUS)

APN: 075-018-006

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made as of the date of last execution below by and between The City of Riverbank, a municipal corporation, with its principal offices located at 6707 3rd Street, Riverbank, CA 95367, hereinafter collectively designated LESSOR and Sacramento-Valley Limited Partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on the last date of execution thereof, for an initial term of fifteen (15) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.
2. Pursuant to the Agreement, LESSEE shall lease from LESSOR a portion ("Premises") of that certain real property located at Castleberg Park, 8th St., Riverbank, CA 95367 and legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from the Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises.
4. In the event LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, LESSEE has the right of first refusal to purchase the Property (or an interest therein) during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

The City of Riverbank

By: _____
Name: Marisela H. Garcia
Its: City Manager
Date: _____

LESSEE:

Sacramento-Valley Limited Partnership, a
California limited partnership
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: _____
Name: _____
Its: _____
Date: _____

LESSOR ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSEE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit "A"

(Legal Description of Property)

Real Property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

LOTS 2, 7 AND 10 OF THE FARRENS TRACT, AS PER MAP FILED NOVEMBER 14, 1913 IN VOLUME 8 OF MAPS, PAGE 2, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 2 SOUTH, RANGE 9 EAST, M. D. B. & M., WHICH POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 1 AND ON THE CENTERLINE OF TERMINAL STREET, 20.00 FEET NORTH OF THE EXTENSION OF THE SOUTHERLY LINE OF KENTUCKY AVENUE; THENCE RUNNING ALONG THE LINE BETWEEN SECTIONS 25 AND 36, SOUTH 88° 39' 45" EAST 660.00 FEET TO THE NORTHWESTERLY CORNER OF

LOT 2; THENCE SOUTH 1° 20' 15" WEST 20.00 FEET TO THE SOUTHERLY LINE OF KENTUCKY AVENUE AND THE TRUE POINT OF BEGINNING ON THIS DESCRIPTION; THENCE CONTINUING SOUTH 1° 20' 15" WEST 135.00 FEET; THENCE SOUTH 88° 39' 45" EAST 300 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO W. H. HARRIS AND WIFE, BY DEED RECORDED APRIL 5, 1948 AS INSTRUMENT NO. 7526; THENCE NORTH 1° 20' 15" EAST 135 FEET; THENCE NORTH 88° 39' 45" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 10, WHICH IS INCLUDED IN THE FOLLOWING DESCRIBED REAL PROPERTY;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, AT A CONCRETE MONUMENT AND THE INTERSECTION OF THE CENTERLINES OF TOWNSEND AVENUE AND TERMINAL STREET, AND RUNNING THENCE NORTH 0° 19' 15" EAST ALONG SAID CENTERLINE OF TERMINAL STREET 20.0 FEET TO A POINT; THENCE SOUTH 88° 41' 45" EAST 25.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY DESCRIBED, THENCE CONTINUING SOUTH 88° 41' 45" EAST, ALONG THE NORTH LINE OF TOWNSEND AVENUE, 1277.61 FEET TO THE CENTERLINE OF EIGHTH STREET, AS SHOWN UPON SAID MAP; THENCE NORTH 0° 20' EAST ALONG SAID CENTERLINE 20.0 FEET; THENCE NORTH 88° 41' 45" WEST 1277.61 FEET TO THE EAST LINE OF TERMINAL STREET; THENCE SOUTH 0° 19' 15" WEST 20.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THE LAND LYING WITHIN THE BOUNDS OF SAID TOWNSEND AVENUE.

THE ABOVE EXCEPTION COVERS THE NORTH 20 FEET OF TOWNSEND AVENUE TOGETHER WITH AN ADDITIONAL 20 FEET ADJOINING SAID TOWNSEND AVENUE, ON THE NORTH AS SHOWN ON THE MAP OF THE FARREN TRACT, SAID 20 FEET ADJOINING TOWNSEND AVENUE ON THE NORTH WAS CONVOYED BY G. M. SCOTT AND HATTIE H. SCOTT, HIS WIFE, TO DEFENSE PLANT CORPORATION, A CORPORATION CREATED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION PURSUANT TO SECTION 5D OF THE RECONSTRUCTION FINANCE CORPORATION ACT, AS AMENDED BY DEED RECORDED JUNE 1, 1942 AS INSTRUMENT NO. 7400.

Property Address: Townsend Avenue, Riverbank, CA 95367

APN: 075-018-006

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: January 28, 2025

Subject: A Discussion on Direction for the Founder's Day Carnival and/or Cultural Music Festival

From: Marisela H. Garcia, City Manager

Submitted by: Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council provide direction to the Parks and Recreation Department on the Founder's Day Carnival, scheduled for April 26, 2025, and the Cultural Music Festival proposed to happen on the same day.

SUMMARY

The Parks and Recreation Department is seeking direction from the city council related to the upcoming Founder's Day Carnival and a proposal to hold a Cultural Music Festival. The Parks and Recreation Department has been approached by a non-profit organization that would like to host its annual cultural music festival in Riverbank on the same day as the Founder's Day Carnival. In discussions with the non-profit organization, department staff have discussed that this music festival would make a larger impact and benefit the community more than hosting the Founder's Day Carnival. Since the Founder's Day Carnival originated as a City Council directive, the department would appreciate input and guidance from the council related to this matter. Staff's recommendation would be to forgo the Founder's Day Carnival in 2025 and replace it with the cultural music festival.

BACKGROUND

In 2022, the city hosted the first Founder's Day Carnival as part of one of the many Centennial Celebration events that year. The carnival was well attended and free to the public, so the city continued hosting the event every year in April. This year would mark the event's fourth year in existence. The carnival hosts vendors, carnival games, inflatables, and a health fair all held at the community center and the community center park. Lastly, the event collaborates with Love Riverbank as a community gathering event when volunteers have completed their service projects.

In 2025, the Parks and Recreation Department was approached by a non-profit organization from Ceres named Somar Youth Project about partnering to host a cultural music festival in Riverbank on April 26, 2025. The organization's mission is to remove barriers and improve access to music, sports, and S.T.E.M tutoring for youth in underserved communities. This year will be the organization's 4th year hosting this event which was previously held in Modesto. Their event will consist of live, diverse entertainment, a car show, vendors, and activities for the community. The event would be free for the community to attend. In discussions with the organization, Somar Youth Project will organize and execute the event and take on the majority of the expenditures to host. The city's contribution would be to take care of the permitting, road closures, and possible day-of assistance from staff. According to the organization, the festival has seen approximately 8,000 people throughout the day in attendance.

With both Founder's Day Carnival and the Cultural Music Festival aiming to happen on April 26th, staff held internal discussions and have prepared a recommendation to City Council to forgo the Founder's Day Carnival and focus on this partnership of the Cultural Music Festival. Staff's reasoning for this recommendation is to alleviate staff time in the planning of the carnival, reduction in staff costs as the department won't need to fully staff an all-day carnival, bring a cost savings of the budgeted \$15,000 to execute the Founder's Day Carnival, and host an event in Riverbank that is expected to have a larger turnout and impact that the carnival would.

The Parks and Recreation Director presented this to the Parks and Recreation Advisory Committee and the committee unanimously voted for a recommendation to the city council to forgo the Founder's Day Carnival and replace it with this cultural music festival event. In addition, staff would incorporate the Annual Health Fair in this event so that we can continue to provide this valuable service to our community.

FINANCIAL IMPACT

In 2025, the City Council approved \$15,000 to be used for the Founder's Day Carnival. With the partnership for the cultural music festival, the nonprofit will be responsible for the majority of the expenditures, such as staging, entertainment, car show, vendors, restrooms, organization, etc. The city's contribution would be permitting, road closures, and possibly day of staff to assist. The city's financial contribution for the music festival would be significantly less than hosting the Founder's Day Carnival.

STRATEGIC PLAN

The item addresses the city's strategic plan that was established in 2021. One of the goals outlined in the plan is 'Maintain a High Quality of Life'. One of the objectives for this goal is 'Promote Community Partnerships'. The objective includes 'Support Love Riverbank and other volunteer groups, support public art opportunities, and support community-driven cultural events.' The transition to a cultural music festival from the Founder's Day Carnival would better align with the goal and all of its objectives to better serve Riverbank residents.

ATTACHMENTS

A. Proposed Event Flier



The poster is for the 4th Annual SOMAR Cultural Music Festival Tribute Madness, held on Saturday, April 26th, 2025, from 11AM to 8PM. It features a green background with colorful, stylized patterns on the sides. At the top left is the City of Riverbank logo, and at the top right is the text "CITY OF Riverbank CALIFORNIA". The main title "4TH ANNUAL SOMAR" is prominently displayed in the center, with "SOMAR" in large, stylized letters. Below the title, the event details "CULTURAL MUSIC FESTIVAL TRIBUTE MADNESS SATURDAY APRIL 26TH 2025" are listed. The time "11AM - 8 PM" is also shown. On the left, there is a section for an "EXCLUSIVE Classic car Showcase" featuring a vintage car. On the right, there is a section for "LIVE PERFORMANCES" featuring four bands: CARNIVAL (Santana Tribute band), EPIC JOURNEY (Journey Tribute Band), PANA (Malo Tribute band), and TEXAS FUNK (Tex-Mex Tribute). At the bottom, there is a section for "BUMP/city ReUnion" (Tower Of Power Tribute band) and the website "Somaryouthproject.org". The bottom right corner features the City of Riverbank Parks & Recreation logo.

CITY OF Riverbank CALIFORNIA

4TH ANNUAL SOMAR

CULTURAL MUSIC FESTIVAL TRIBUTE MADNESS

SATURDAY APRIL 26TH 2025

11AM - 8 PM

EXCLUSIVE Classic car Showcase

LIVE PERFORMANCES

CARNIVAL
Santana Tribute band

EPIC JOURNEY
Journey Tribute Band

PANA
Malo Tribute band

TEXAS FUNK
Tex-Mex Tribute

BUMP/city ReUnion
Tower Of Power Tribute band

SOMAR

Somaryouthproject.org

More info: 510-304-4536

CITY OF RIVERBANK PARKS & RECREATION

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: January 28, 2025

Subject: Direction on the Proposed Use of the Transitional/Permanent Supportive Housing Funds Provided by Senator Eggman

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council provide direction to staff regarding the use of the funds granted to the City by Senator Eggman of approximately \$1.5 million.

SUMMARY

On September 24, 2024 the Riverbank City Council provided direction to reallocate the use of the Stanislaus & Jackson property from transitional/permanent supportive housing to a park. The original housing project designed for that site had included a commitment of City funds that were awarded by Senator Eggman. Tonight's request is for feedback on the use of the funds since the original project is not able to move forward.

BACKGROUND

On June 26, 2023, the City of Riverbank released a Request for Proposal (RFP) for development of a tiny home village located on city-owned property. The purpose of the RFP was to fulfill a part of the City of Riverbank's Strategic Plan to partner with non-profit partners to develop programs/solutions for homeless services. As part of this RFP, the City was committing both the location and the following city funds:

- Permanent Local Housing Allocation Funds
- State of California Direct Allocation from Senator Eggman

With the City no longer moving forward with the original intent of the project proposed as part of the Request for Proposal, staff is requesting direction on the future use of the funds from Senator Eggman.

OPTIONS

Staff has developed several options for the proposed use of the funds:

1. **Staff to continue collaborating with the original developer selected from the Request for Proposals for the location of a new site for their proposed project. Funds to be allocated towards a reimbursement of costs, including the purchase of property and construction.**

The Developer of the original permanent supportive housing project for the Stanislaus & Jackson Property, Rebuilding Green, and their service provider, Central Valley Community Resources, Inc. (CVCR), have been actively searching for a new location within the City on which to build their project. They have identified a vacant lot on Morrill Road (APN 074-006-023) that is approximately 2.88 acres that would be able to accommodate their proposed plans. The site can accommodate approximately 32 two-bedroom units, and 8 studio units, a community center for services, and common areas for residents as reflected in **Exhibit A** attached. Contact with the property owner of this vacant land has been made and there is interest in selling the property. The developer is also seeking to purchase the neighboring lot at the NW corner of Morrill & Oakdale (APN 074-006-024).

In addition, CVCR has been actively pursuing grant opportunities and are looking to partner with the City for the submittal of a grant to the Homekey+ Program designed to support the development of permanent supportive housing for Veterans and individuals with mental health or substance abuse disorder challenges who are at-risk of or experiencing homelessness.

2. **Staff to research and locate vacant land to purchase within the city limits and subsequently issue a Request for Proposal from interested affordable housing developers for the construction of transitional/permanent supportive housing.**

This was the process undertaken by the City after the purchase of the Stanislaus/Jackson property in April 2022. As reflected in the staff report at that time *“the intent of the purchase of the Jackson & Stanislaus properties is to allow the City to implement Phase II of its Strategic Plan Objective to assist our homeless population. The property will allow the City to develop a tiny home village which will provide transitional housing, at low cost, to our residents as they continue to move through the program with Cambridge Academies. This plan, as well as other potential uses of the property, will be discussed further with the City Council once the purchase is finalized.”*

3. **Issue a Notice of Funding Availability to affordable housing developers which may be allocated for the construction or operations of a transitional/permanent supportive housing project within the city limits.**

This option would allow any housing developer in the city to have an opportunity to use grant funds for the construction or operations of an affordable rental project. There are several proposed developments within the city which may be interested in applying. This process would allow the City to partner with the affordable housing developer to move their project forward.

4. City to use the funds to continue the operations of the Sierra House and the Day Use Facility.

The Fiscal Year 2024-2025 operations budget for the Sierra House is approximately \$302,000 (**Exhibit B**). This does not include the funding of utilities, such as electric, water, sewer, and garbage. Grant funding is no longer available to subsidize these costs, therefore the General Fund will be required to provide funding to continue this program.

Allocating the balance of the funds for operations of the Sierra House will provide sufficient funds for approximately 5 years.

STRATEGIC PLAN

This item is related to the City's Strategic Plan Objective to "Engage the community and non-profit partners in the development of programs, facilities, transitional housing, and/or solutions for homeless services".

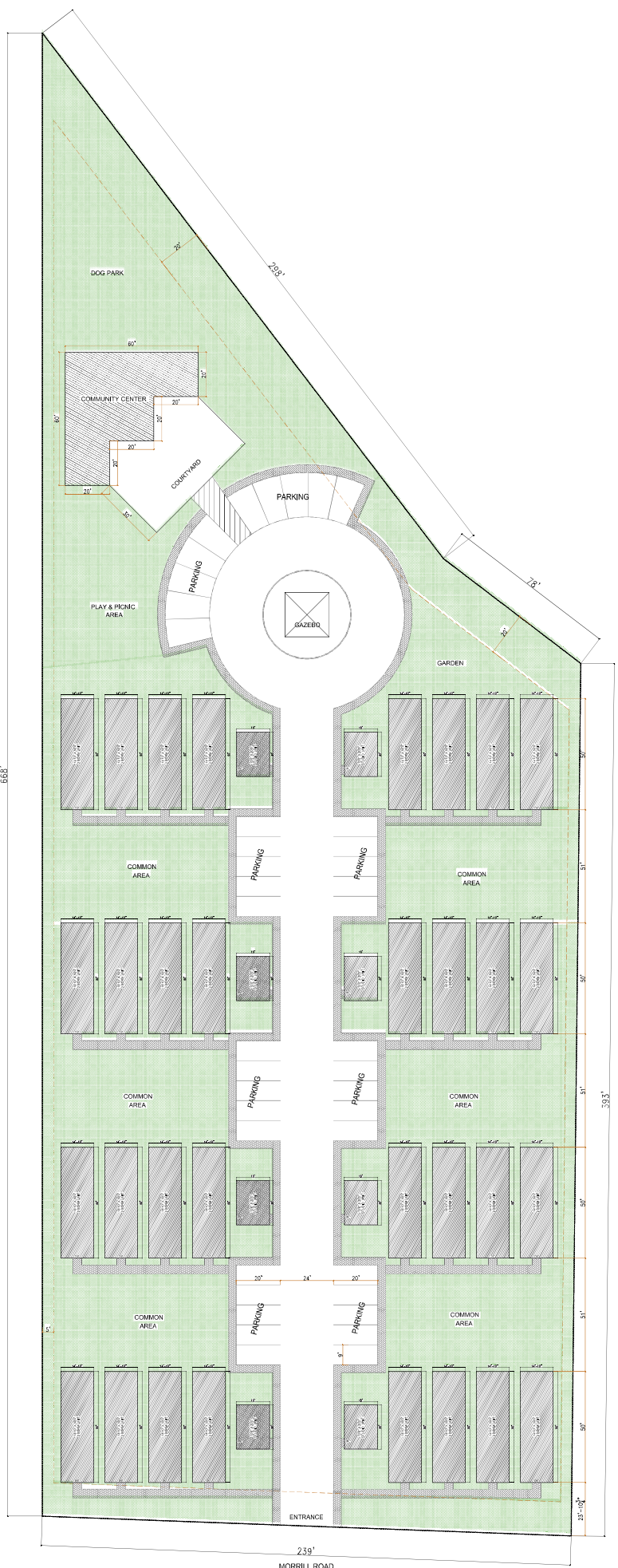
FINANCIAL IMPACT

There is no financial impact associated with this report. Based on City Council direction, staff will return with an agenda item to formally allocate the funds.

ATTACHMENTS

1. Exhibit A – Rebuilding Green/CVCR Proposed Development
2. Exhibit B – Sierra House Services FY 2024-25 Budget

EXHIBIT A



1 SITE LAYOUT PLAN
A-01 SCALE NTS

Riverbank Residential Home Village

Executive Summary

Project Overview:

- Location: 2167 Morrill Road, Riverbank, CA 95367
- Lot Size: 125,452.8 sq ft = 2.880 of acres
- Project Owner: Central Valley Community Resources, Inc.
- Project Developer: Brad Hawn, Civil Engineer CHG Structural (CHG)
- Project Manager for Housing Units: Genny Crane, RBG USA (RBG)
- Project Manager: Brad Hawn, Civil Engineer CHG Structural (CHG)
Deanna Garcia, Garcia's General Construction Inc. (GGC)
- Builder (Community Services Center): Deanna Garcia, Garcia's
General Construction Inc. (GGC)
- Service Providers: Central Valley Community Resources, Inc. (CVCR)
Darlene Barber-Martinez, CEO/Executive Director
Arlene Figueroa-Morales, CFO/Executive Director

Executive Summary

Central Valley Community Resources, Inc. (CVCR) is a 501(c)3 organization that will be the program owner/operator for the Residential Home Village to provide:

- supportive housing
- training in:
 - education and employment development,
 - life skills, parenting skills, financial literacy.

The Residential Home Village will include those who are at risk of being homeless, such as young adults ages 18 and over, seniors, behavioral health, veterans, and families with children, including Farmworkers and Native Americans.

Wrap-around services: Services will be provided in collaboration with other agencies, such as case management, behavioral health, medical and physical health, social benefits, educators, employment training/staffing, and essential documents. These supportive services will be provided in the Community Services building. The hours of the Community Services building will be from 9 a.m.-6 p.m., Monday through Friday. An -On-Site Manager will live on the premises in one of the units.

Housing Units: The plan and design of the property include 40 units, which have the potential to house 184 people. The proposed units consist of:

- 8 (1) bedroom units 503.33 house up to three people per unit
- 32 (2) bedrooms units 652.67 square feet. House up to five people per unit

Affordability: By tailoring rent to individual family budgets, the Residential Home Village aims to make housing affordable for a wide range of residents. This approach recognizes that financial situations vary among families and seeks to accommodate those differences.

Income-Based Rent: It is envisioned that the rent structure will be based on a percentage of the resident's income. This means that families with lower incomes will pay a lower rate of their income as rent, while those with higher incomes may contribute a larger portion of their income to rent.

Fairness and Inclusivity: This rent model promotes fairness and inclusivity by ensuring that housing costs are not disproportionately burdensome for lower-income families. It can help prevent economic barriers to accessing stable housing and support residents in achieving financial stability.

Financial Support: The village may also offer financial counseling or support services to help residents manage their budgets effectively, and access any available resources or assistance programs.

Community Stability: By providing affordable housing options and support tailored to individual needs, the Residential Home Village contributes to community stability and well-being. Stable housing is foundational for individuals and families to thrive and participate fully in community life. Overall, the rent structure based on individual family budgets aligns with the village's goal of creating an inclusive and supportive environment for residents from diverse backgrounds and income levels. The Residential Home Village will provide shelter and transitional housing in fully self-contained ADA-accessible housing units equipped with all amenities.

Community Services Building: The Community Services Building plays a central role in the village by offering various services and facilities. These may include a food and clothing closet to address basic needs, laundry facilities, mailbox services for communication, a community garden for recreational and sustainable purposes, and open grass areas for relaxation and community gatherings.

Central Solar System: The inclusion of a central solar system on the Community Services Building's roof demonstrates a commitment to sustainability and eco-friendly practices. Solar energy can help reduce the village's environmental impact, contribute to long-term energy efficiency, and lower the utility cost.

Attachments:

Site Plan

Site Plan





Common Area



Community Center & Playground



Dog Park



EXHIBIT B**Cambridge Academies Sierra House Services****Enterprise RESTART Program – March 12, 2024**

DESCRIPTION	COST	RATIONALE	TOTAL
Salary/Wages			
Enterprise Facilitator 1.0 fte	\$57,600.00	Classes, workforce development	\$57,600.00
House Supervisor 1.0 fte	\$42,988.80	Supervision of house and management of showers	\$42,989.00
Program Director. .30 fte	\$38,659.68	Supervision of and operations at Sierra House	\$38,656.00
Business Services Dir. .15 fte	\$18,093.24	HR for staffing, payroll, billing, business support	\$18,093.00
Admin/Data/HMIS .20 fte	\$11,190.00	HMIS, Clerical Support	\$11,190.00
Case Manager 1.0 fte	\$57,600.00	Placements, work support	57,600.00
Subtotal Personnel Costs	\$226,131.72		\$226,128
Program/Materials/Supplies			
Staff Specialized Training and Certification	\$6,000.00	Enterprise RESTART Program and Methodology	\$6,000.00
Restart License (50%)	\$4,000.00	Program License shared with Cambridge Academies	\$4,000.00
Contractual: Enterprise RESTART Program Supervision and 1/1 Coaching	\$15,000.00	Program fidelity and 1/1 client life/work/family coaching	\$15,000.00
Enterprise RESTART Assessments (12 x\$250)	\$3,000.00	Trimetrix Assessments- Behaviors, driving forces, emotional intelligence, work/career options	\$3,000.00
RESTART Student Materials & Supplies	\$1,500.00	Classroom materials including GED Preparation and testing books	\$1,500.00
Program Start-up Materials	\$2,500.00	Classroom Program hands-on materials	\$2,500.00
Professional Insurance	\$1,500.00	Insurance	\$1,500.00

EXHIBIT B

Food	\$12,000.00	Sierra House Services	\$12,000.00
House Supplies	\$2,400.00	Cleaning supplies, House Supplies..etc..	\$2,400.00
Subtotal Program/Materials/Supplies	Enterprise RESTART Program – March 12, 2024 \$43,900.00		\$47,900.00
SUBTOTAL PERSONNEL & PROGRAM			\$274,028.00
Indirect (10%)	\$27,003.17		\$27,402.00
SIERRA HOUSE PERSONNEL/PROGRAM TOTAL			\$301,430.00

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date: January 28, 2025

Subject: Consideration of City Council Appointments to the Stanislaus Homeless Alliance (SHA) and the Economic Development Action Committee (EDAC) for the Year 2025

From: Marisela H. Garcia, City Manager

Submitted by: Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that City Council:

- 1) Review the appointments; and
- 2) Volunteer or nominate a member of the Council to serve as the representative; and
- 3) By roll call vote, ratify the appointments for the year 2025

SUMMARY

At the January 14, 2025 City Council reviewed and volunteered for appointments to be the primary and alternate representatives on the Intergovernmental Boards and Committees for the 2025 Year. All Boards and committees have been filled. Councilmember Pimentel volunteered as the Primary to serve on the Stanislaus Homeless Alliance, however, he can no longer serve as the primary on this committee due to conflicting work and time of meeting schedules.

The Economic Development Action Committee also known as EDAC, has traditionally been filled by Management City Staff. The current City of Riverbank representatives are City Manager, Marisela Garcia as the Primary and Administrative Analyst II, Melissa Holdway as the alternate. City Staff recommends City Councilmembers sit on this committee as do the other cities in the county.

Stanislaus Homeless Alliance Board (SHA). According to the bylaws, the East County Cities of Oakdale, Hughson, Riverbank, and Waterford are to decide among themselves which two (2) cities will represent the region. Riverbank has been one of the representatives since 2019. Former Councilmember Darlene Barber-Martinez served on

this board for 5 years. At their January 8, 2025 meeting, the Board approved an update to their by-laws regarding the appointment of the Alternate. In the past, the Alternate was the City Manager. The updated by-laws will allow for either an elected official or an executive-level administrative official in each governmental entity to serve as the alternate.

Economic Development Action Committee (EDAC). The Stanislaus County Economic Development Action Committee (EDAC) has been in existence since 1962 and functions to develop and implement the Comprehensive Economic Development Strategy (CEDS) for Stanislaus County and its nine incorporated cities. The Committee serves as a liaison between member jurisdictions and the programs offered by the EDA that promote employment and economic growth. The Committee consists of 21 members appointed by the Board of Supervisors. The membership consists of one County Supervisor; a representative from each of the nine cities within the County; a representative from each of the four Supervisorial Districts not represented by the appointed Board member; and seven community representatives. The Committee represents diverse interests to ensure that viewpoints of all components of the community are represented and to take advantage of local skills in program formulation and implementation. The Committee includes some combination of representatives of local governments, business, industry, finance, agriculture, the professions, organized labor, utilities, education, community organizations, public health agencies, ethnic minorities, and women. Committee members should also possess knowledge of the business and economic situation of Stanislaus County.

STRATEGIC PLAN

City Council and Staff serve as city representatives fostering relationships with external agencies and community members, and at times may involve collaborating joint efforts on accomplishing various aspects of the strategic plan.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Current Appointments to SHA and EDAC.

2025 List of Appointments
(Ratified on January 14, 2025)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2025 - Appointments)
<u>ECONOMIC DEVELOPMENT ACTION COMMITTEE (EDAC)</u> <u>Meets:</u> March 5 and October 8, 2025 from 2-5 pm <u>Location:</u> 1010 10th Street, Modesto Room 1013 (CEO Training Room)	City Manager (Primary) Melissa Holdaway, Administrative Analyst II (Alternate)
<u>STANISLAUS HOMELESS ALLIANCE BOARD (RESOLUTION NO. 2019-032)</u> <u>Meets:</u> 1st Wednesday of Each Month at 5:30 pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (Basement), Modesto The Alliance Is a Collaborative Board formed to align Homeless Service, Planning, & Funding among Stakeholders in Stanislaus County. The Board consists of several Community Leaders of Governmental and Nongovernmental Entities. A Primary Voting Member Is appointed by the City Council annually. An Alternate Member may be an elected official or an executive-level administrative official in each government entity.	Councilmember John Pimentel (Primary) City Manager (Alternate)